



Town Council - Meeting Agenda

August 6th, 2024 @ 6:30pm
Council Chambers - 1 Portland Avenue

www.oobmaine.com/town-council

**Members of the public wishing to view the meeting from home may tune into Local Access TV (Channel 3 or 1301 - check with your provider) or by clicking the Meeting Videos link on oobmaine.com.)*

PLEDGE OF ALLEGIANCE:

Appoint Fran Beaulieu as Council Secretary.

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

PRESENTATION:

ACCEPTANCE OF MINUTES:

Accept the minutes from the 7/16/2024 Regular Meeting.

Chair: Shawn O'Neill

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

William P. Latham Trust, Gary and David Latham, (320-2-1), 35 Ancona Avenue, one (1) seasonal short-term rental.

Ken and Andrea Conley, (107-3-1), 4 Kavanaugh Road, one (1) year-round rental.

Jeff Corbin, (310-6-1-55), 39 West Grand Avenue Unit #55, one (1) year-round short-term rental.

Danielle Cyr, (308-1-15), 12 Pine Avenue, one (1) year-round short-term rental.

Linda Heisler and Lisa Dumas, (211-2-25), 191 Temple Avenue, one (1) year-round short-term rental.

Patrick Titta, (315-13-13-3), 8A Seaview Avenue Unit 8A, one (1) year-round short-term rental.

Michael Pare, (103-7-9), 25 Ross Road, one (1) year-round short-term rental.

Adam Stearns, (210-2-36), 3 Dewey Avenue, one (1) year-round short-term rental.

Amanda Salovitch, (304-7-1-5), 78 East Grand Avenue Unit #105, one (1) year-round short-term rental.

CB Ventures, LLC. (304-7-1-14), 78 East Grand Avenue Unit #202, one (1) year-round short-term rental.

Frank Hennings, (210-1-15-16-16), 25 Smithwheel Road Unit #16, one (1) year-round rental.

continued on next page

John Szum, (206-6-1), 6 Shady Lane, one (1) year-round rental.

Estates Bay View, LLC, Tim Swenson, (202-2-201), Schooner Way, one (1) year-round short-term rental.

Kimberly Garcia, (302-7-4-301), 162 East Grand Avenue Unit # 301, one (1) year-round short-term rental.

Chair: Shawn O'Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

New England Restaurant Group Inc., Anthony Giudice, Pirates Patio and Galley, (304-2-9), 2 Walnut Street, amplified music and karaoke Sunday through Saturday, 11:00am to 8:00pm, inside and outside.

Chair: Shawn O’Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #8216

Discussion with Action: Approve the quote from New England Vehicle Outfitters in the amount of \$7,700.00 for the purchase and installation of fire command vehicle cabinet for 2023 Chevy Silverado from account # 52002-50895 CIP Fire Equipment/Gear with a balance of \$79,717.38.

Chair: Shawn O'Neill

New England Vehicle Outfitters
40 Old Dover Road
Suite 12
Newington, NH 03801



| |
|-----------------|
| Proposal |
| 2266 |
| Date: 3/11/2024 |

Name / Address:

Phone : 603-436-2954

Old Orchard Beach Fire Department
 136 Saco Avenue
 Old Orchard Beach, ME 04064

E-mail us : automotivetailors@ne-vo.com

| P.O. No.: | Terms | Rep: |
|------------|--------|------|
| C. Whitten | Net 30 | 753 |

| Qty | Item | Description | Total |
|-----|----------------------|---|----------|
| | | 2023 Chevy Silverado: Provide Command Box & Slideout | |
| 1 | Exterior Accessories | Bedslide 15-6848-MXB 68IN x 48IN BEDSLIDE MAX EXTENSION 1500 - BLACK | 3,000.00 |
| 1 | Exterior Accessories | TruckVault Custom Designed Cabinet For Bedslide | 4,250.00 |
| 3 | NEVO Labor | NEVO Service Labor | 450.00 |
| | Terms and Conditions | <p>TERMS AND CONDITIONS:</p> <p>By signing this proposal, you agree to the following terms and conditions:</p> <ul style="list-style-type: none"> •Special Order items: All special-order items will be invoiced out to the customer when the order is placed. Please be sure the PO for this job will allow for multiple payments. If you need the special-order items quoted on a separate proposal, let us know and we will be happy to accommodate that request. •Please note that special order items may take 12-16 weeks for delivery from the manufacturer. This includes but is not limited to; Lightbars (interior & exterior), Command/Storage Cabinets, Non-Inventory Light heads, Partitions, and Vinyl Graphics. •There are NO RETURNS or CANCELLATIONS on special-order items. •The remaining non-special-order equipment will be invoiced to the customer as soon as all items are here and staged for this job; regardless of when the vehicle is expected to be delivered. •Labor and Installation Materials will be invoiced upon completion of work. •Payments for invoices are due in the timeframe established in the customers terms, this is notated on the invoice as well. Beginning at 30 days past-due, unpaid invoices will incur 5% late fee every 30 days. • Returned goods and/or canceled orders may be subject to a restocking fee of up to 50%. •Additional products or services provided outside of the original scope of this proposal will be subject to additional charges. •Delays caused by other vendors, including vehicle manufacturers and delivery delays may affect the scheduling and completion timeframe of your vehicle. •Hardware Package pricing is subject to change without notice. •NEVO will not store customer supplied or customer owned equipment; before or after vehicle upfit is complete. •Equipment purchased from other vendors should be shipped to the customers location. •Items purchased from other vendors can be delivered to NEVO no more than 30 days prior to the scheduled build date. •Customer supplied equipment left at NEVO longer than 30 days will be subject to a monthly storage fee of \$100 per month •NEVO guarantees the quality of their craftsmanship and warranties the installation from | 0.00 |

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.

Freight cannot be estimated at this time and will be added to the final invoice

A 3.00% card service fee will be added to any credit/debit card transactions

Subtotal

Sales Tax (0.0%)

Total

New England Vehicle Outfitters
40 Old Dover Road
Suite 12
Newington, NH 03801



| |
|-----------------|
| Proposal |
| 2266 |
| Date: 3/11/2024 |

Name / Address:

Phone : 603-436-2954

Old Orchard Beach Fire Department
 136 Saco Avenue
 Old Orchard Beach, ME 04064

E-mail us : automotivetailors@ne-vo.com

| P.O. No.: | Terms | Rep: |
|------------|--------|------|
| C. Whitten | Net 30 | 753 |

| Qty | Item | Description | Total |
|-----|------|--|-------|
| | | any defects caused by the installation for as long as the original customer owns the vehicle. •NEVO reserves the right to deny reimbursement for repairs that are made elsewhere prior to NEVO being made aware of the situation and provided the opportunity to inspect and address the issues first. This will be addressed on a case by case basis. •Customer Signature _____ Date_____ | |

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.

****Freight cannot be estimated at this time and will be added to the final invoice****

A 3.00% card service fee will be added to any credit/debit card transactions

| | |
|-------------------------|--|
| Subtotal | |
| Sales Tax (0.0%) | |
| Total | |

New England Vehicle Outfitters
40 Old Dover Road
Suite 12
Newington, NH 03801



| |
|-----------------|
| Proposal |
| 2266 |
| Date: 3/11/2024 |

Name / Address:

Phone : 603-436-2954

Old Orchard Beach Fire Department
 136 Saco Avenue
 Old Orchard Beach, ME 04064

E-mail us : automotivetailors@ne-vo.com

| P.O. No.: | Terms | Rep: |
|------------|--------|------|
| C. Whitten | Net 30 | 753 |

| Qty | Item | Description | Total |
|-----|------|-------------|-------|
| | | | |

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.

****Freight cannot be estimated at this time and will be added to the final invoice****

A 3.00% card service fee will be added to any credit/debit card transactions

| | |
|-------------------------|-------------------|
| Subtotal | \$7,700.00 |
| Sales Tax (0.0%) | \$0.00 |
| Total | \$7,700.00 |

AGENDA ITEM #8217

Discussion with Action: Approve the quote from Goodyear Tire in the amount of \$5,409.13 for the purchase and installation of 8 rear tires for the Fire Department ladder truck from account # 20138-50453 Fire Department Vehicle Repair with a balance of \$46,370.15

Chair: Shawn O'Neill



The Goodyear Tire & Rubber Company

GOODYEAR
COMMERCIAL TIRE & SERVICE CENTERS
goodyearctsc.com

THE GOODYEAR TIRE & RUBBER CO.
10 GINN RD
SCARBOROUGH, ME 04074
207-883-9138 Fax 207-883-9149

QUOTE NO.
~~~068-1083090~~~

\*\*\* PRICE ESTIMATE \*\*\* QUOTE \*\*\* DO NOT PAY! \*\*\*  
\*\*\* PRICE ESTIMATE \*\*\* QUOTE \*\*\* DO NOT PAY! \*\*\*

139912-0002  
TOWN OF OLD ORCHARD BEACH  
1 PORTLAND AVE  
OLD ORCHARD BEACH, ME 04064  
207-937-5656

PAGE 01  
QUOTE DATE: 07/24/2024  
PICKED UP AT SHOP  
LOCATION/SREP: 068/HSE  
APPROVAL NUM : G0009168  
2024-07-24 10.57.49 PED  
CLERK: \*\*\* TECH: \*\*\*

| QUANTITY                                                                                                                                   | PRODUCT NO. | DESCRIPTION               | FET   | UNIT PRICE | TAX | AMOUNT   | LINE # |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------------|-------|------------|-----|----------|--------|
| *** NOT A SALES/DELIVERY DOCUMENT, ESTIMATE CASH PRICE ONLY ***                                                                            |             |                           |       |            |     |          | 001    |
| *** PRICE EXPIRATION DATE: 2024-08-23 ***                                                                                                  |             |                           |       |            |     |          | 002    |
| 8                                                                                                                                          | 1491770     | GY 12R22.5 G622 RSD TL 16 | 0.00* | 609.87     |     | 4878.96  | 003    |
| 8                                                                                                                                          | 5040140     | M&D-MRT-LOOSE             |       | 60.99      |     | 487.92   | 004    |
|                                                                                                                                            |             | TOWER TRUCK               |       |            |     |          | 005    |
| 8                                                                                                                                          | 9250000     | MAINE WASTE TIRE FEE      |       | 1.00       |     | 8.00     | 006    |
| The Tire Industry Association (TIA) recommends re-torque at 50-100 miles.                                                                  |             |                           |       |            |     |          | 007    |
| Disposal fees may apply in some areas.                                                                                                     |             |                           |       |            |     |          | 008    |
| Shop supply fees cover miscellaneous materials used in servicing your vehicle that do not appear elsewhere on this invoice and for profit. |             |                           |       |            |     |          | 009    |
|                                                                                                                                            |             |                           |       |            |     |          | 010    |
|                                                                                                                                            |             |                           |       |            |     |          | 011    |
|                                                                                                                                            |             |                           |       |            |     |          | 012    |
|                                                                                                                                            |             |                           |       |            |     |          | 013    |
|                                                                                                                                            |             |                           |       |            |     |          | 014    |
|                                                                                                                                            |             |                           |       |            |     |          | 015    |
|                                                                                                                                            |             |                           |       |            |     |          | 016    |
|                                                                                                                                            |             |                           |       |            |     |          | 017    |
|                                                                                                                                            |             |                           |       |            |     |          | 018    |
|                                                                                                                                            |             |                           |       |            |     |          | 019    |
|                                                                                                                                            |             |                           |       |            |     |          | 020    |
|                                                                                                                                            |             |                           |       |            |     |          | 021    |
|                                                                                                                                            |             |                           |       |            |     |          | 022    |
|                                                                                                                                            |             |                           |       |            |     |          | 023    |
|                                                                                                                                            |             |                           |       |            |     |          | 024    |
|                                                                                                                                            |             |                           |       |            |     |          | 025    |
|                                                                                                                                            |             |                           |       |            |     |          | 026    |
|                                                                                                                                            |             |                           |       |            |     |          | 027    |
|                                                                                                                                            |             |                           |       |            |     |          | 028    |
|                                                                                                                                            |             |                           |       |            |     |          | 029    |
|                                                                                                                                            |             |                           |       |            |     |          | 030    |
| SHOP SUPPLIES FEE                                                                                                                          |             |                           |       |            |     | 34.25    |        |
| SUB-TOTAL                                                                                                                                  |             |                           |       |            |     | 5,409.13 |        |
| SALES TAX                                                                                                                                  |             |                           |       |            |     | (0.00)   |        |
| TOTAL AMT                                                                                                                                  |             |                           |       |            |     | 5,409.13 |        |

TERMS:

PAYABLE IN U.S. FUNDS

No further discounts allowed. It is agreed that title to the above described property shall remain in the name of the seller until paid for in full, and that upon default in payment, seller shall be entitled to take possession thereof without notice to the purchaser.

If the total amount due is paid in full within terms, no FINANCE CHARGE will be incurred on that amount; otherwise, a FINANCE CHARGE will be computed on the previous balance after deducting payments and credit received during the current month. The

FINANCE CHARGE is computed at a periodic rate of 0.82500 which is an annual percentage rate of 9.90000

Seller warrants that the tires are the size and tread design as stated above. SELLER MAKES NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, SPECIFICALLY, SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Seller's sole obligation to Buyer for nonconforming tires shall be prorated a refund of the tire's purchase price. Seller shall not be liable for any indirect, consequential or other damages. No person is authorized to modify or waive the limitations herein, whether orally or in writing. All claims and returned goods must be accompanied by this bill.

**AGENDA ITEM #8218**

**Discussion with Action:** Approve the quote from Fire Tech and Safety in the amount of \$7,141.00 for the purchase of Structural Firefighting PPE from account #52002-50895 CIP Fire Equipment/Gear with a balance of \$79,717.38.

Chair: Shawn O'Neill



# Quote

Quote Nbr.: Q300716  
 Quote Date: 7/8/2024  
 Expiration Date: 7/23/2024  
 Customer ID: C002084

Fire Tech & Safety  
 100 Business Park Dr #6  
 Tyngsborough, MA, 01879  
 Phone: (978) 649-6800  
<https://firetechusa.com/>

| BILL TO:                                                                                            | SHIP TO:                                                                                            |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| OLD ORCHARD BEACH FIRE DEPT.-ME<br>FIRE DEPT. COMPLEX<br>136 SACO AVE<br>OLD ORCHARD BEACH ME 04064 | OLD ORCHARD BEACH FIRE DEPT.-ME<br>FIRE DEPT. COMPLEX<br>136 SACO AVE<br>OLD ORCHARD BEACH ME 04064 |

| CUSTOMER P.O. NO. | TERMS       | CONTACT           |
|-------------------|-------------|-------------------|
| email             | Net 30 Days | Chief John Gilboy |

| SHIP VIA |
|----------|
| Salesman |

| ITEM                                                | QTY. | PRICE    | EXT PRICE |
|-----------------------------------------------------|------|----------|-----------|
| LION CUSTOM COAT PSGQ28583-A                        | 1.00 | 2,098.00 | 2,098.00  |
| LION CUSTOM PANTS PSCQ28583-A                       | 1.00 | 1,475.00 | 1,475.00  |
| LION CUSTOM COAT - PSCQ30264                        | 1.00 | 1,998.00 | 1,998.00  |
| RANK PATCH- DEPUTY CHIEF                            | 1.00 | 95.00    | 95.00     |
| LION CUSTOM PANTS - PSCQ30264<br>FOR LANG & WHITTEN | 1.00 | 1,475.00 | 1,475.00  |
|                                                     | 0.00 | 0.00     | 0.00      |

|                             |          |
|-----------------------------|----------|
| <b>Sales Total:</b>         | 7,141.00 |
| <b>Freight &amp; Misc.:</b> | 0.00     |
| <b>Less Discount:</b>       | 0.00     |
| <b>Tax Total:</b>           | 0.00     |
| <b>Total (USD):</b>         | 7,141.00 |

NOTICE...One or more of the products listed above may contain PFAS. For detailed product information please call 800-256-8700.  
 Fire Tech & Safety Terms and Conditions: <https://firetechusa.com/FTSTAC.pdf>

## **AGENDA ITEM #8219**

**Discussion with Action:** Accept the quote from Autotronics, LLC for the remount of the 2017 Ambulance box on a new 2024 F-550 Diesel 4x4 Ambulance Chassis, in the amount of \$220,475 to be financed through a lease purchase agreement with Androscoggin Bank at 5.25% (Tax Exempt) with 5 annual payments in the amount of \$48,718.86 from account 20197-50330 Debt Service Equipment Replacement with a balance of \$455,500.

Chair: Shawn O'Neill

# Autotronics, LLC

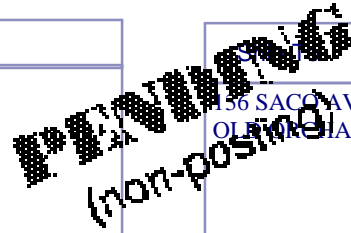
PO Box 535  
Madawaska, ME 04756

# Invoice

|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 6/19/2024 | 1011422   |

|                                                                         |
|-------------------------------------------------------------------------|
| Bill To                                                                 |
| Old Orchard Beach Fire<br>1 Portland Ave<br>Old Orchard Beach, ME 04064 |

|                                                   |
|---------------------------------------------------|
| 156 SACO AVENUE<br>OLD ORCHARD BEACH, MAINE 04064 |
|---------------------------------------------------|



|          |        |         |
|----------|--------|---------|
| P.O. No. | Terms  | Project |
|          | Net 15 |         |

| Item             | Quantity | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | U/M | Rate       | Amount     |
|------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|------------|
| New Vehicle Sale | 1        | 2024 FORD F-550 6.7L Diesel 4x4 Ambulance<br>Prep Chassis<br>VIN# 1FDUF5HT7RED52077<br>Color: Vermillion Red                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |     | 80,982.00  | 80,982.00  |
| Parts Sales      | 1        | Liquid Spring Suspension (Installed)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     | 19,018.00  | 19,018.00  |
| Parts Sales      | 1        | Remount Process:<br>- Paint Chassis to Match Module<br>- Adjust Cab Console to accommodate new chassis<br>- Transfer cab interior items to new chassis<br>- Transfer Cab mounted Warning Lights<br>- New Siren Speakers<br>- Stripe down unit and remove module from old chassis<br>- Prep Module for repainting<br>- Repair corrosion areas<br>- Paint Module same color layout<br>- Decals to match current fleet<br>- Clean and buff all Diamond plate and trimming<br>- Clean and buff interior of module<br>- Clean exterior compartments<br>- Clean interior flooring (Do not replace)<br>- Stream Clean interior of unit<br>- Buff counter tops to remove scratches<br>- Adjust OSS Compartment and Module entree doors<br>- Make the unit look like new again |     | 135,000.00 | 135,000.00 |
| Parts Sales      | 1        | Cabinet @ head of SB - Change from 2 drawers to 1 large drawer. (We will trim around the new opening for a clean finish and will paint new drawer to match as close as possible.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     | 2,250.00   | 2,250.00   |
| Parts Sales      | 1        | Repair any torn upholstery (most is corner trimming)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     | 830.00     | 830.00     |
| Parts Sales      | 1        | Touch up exterior compartments (This may be difficult due to color matching)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |     | 900.00     | 900.00     |

|            |            |                        |
|------------|------------|------------------------|
| Phone #    | Fax #      | E-mail                 |
| 2075436262 | 2075437412 | kaylad@autotronics.net |

|                         |
|-------------------------|
| <b>Subtotal</b>         |
| <b>Sales Tax (5.5%)</b> |
| <b>Payments/Credits</b> |
| <b>Balance Due</b>      |

# Autotronics, LLC

PO Box 535  
Madawaska, ME 04756

# Invoice

|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 6/19/2024 | 1011422   |

|                                                                         |
|-------------------------------------------------------------------------|
| Bill To                                                                 |
| Old Orchard Beach Fire<br>1 Portland Ave<br>Old Orchard Beach, ME 04064 |

|                                                   |
|---------------------------------------------------|
| 156 SACO AVENUE<br>OLD ORCHARD BEACH, MAINE 04064 |
|---------------------------------------------------|

**PAID**  
**6/20/2024**  
**(non-posting)**

|          |        |         |
|----------|--------|---------|
| P.O. No. | Terms  | Project |
|          | Net 15 |         |

| Item              | Quantity | Description                                                                             | U/M | Rate       | Amount     |
|-------------------|----------|-----------------------------------------------------------------------------------------|-----|------------|------------|
| Parts Sales       | 1        | Clean and paint exterior window frames/trimming                                         |     | 1,320.00   | 1,320.00   |
| Parts Sales       | 1        | Polish interior plexiglass or replace as needed                                         |     | 775.00     | 775.00     |
| Vehicle Trade In  |          | 2017 Ford F-450 6.7L Diesel 4x4 Ambulance<br>Chassis<br>Mileage: 75,000 +/-<br>VIN# TBA |     | -15,000.00 | -15,000.00 |
| Ford FIN Disco... |          | Ford FIN# Discount                                                                      |     | -2,600.00  | -2,600.00  |
| Discount          |          | Repeat Customer Discount                                                                |     | -1,500.00  | -1,500.00  |
| Discount          |          | 100% Pre-pay upfront                                                                    |     | -1,500.00  | -1,500.00  |

|            |            |                        |
|------------|------------|------------------------|
| Phone #    | Fax #      | E-mail                 |
| 2075436262 | 2075437412 | kaylad@autotronics.net |

|                         |              |
|-------------------------|--------------|
| <b>Subtotal</b>         | \$220,475.00 |
| <b>Sales Tax (5.5%)</b> | \$0.00       |
| <b>Payments/Credits</b> | \$0.00       |
| <b>Balance Due</b>      | \$220,475.00 |



**AGENDA ITEM #8220**

**Discussion with Action:** Approve the Council Order 2024-3 entitled “Order to Authorize Lease Purchase of a Remount of a 2024 Ford F550 Ambulance in the Principal Amount of \$220,475.”

Chair: Shawn O’Neill

August 6, 2024: **Order # 2024-3**

Agenda: To see what action the Council will take regarding Order # 2024-3, entitled, “Order to Authorize Lease Purchase of a Remount of a 2024 Ford F550 Ambulance in the Principal Amount of **\$220,475.**”

Motion: I move that the Council approve Order # 2024-3, entitled, “Order to Authorize Lease Purchase of a Remount of a 2024 Ford F550 Ambulance in the Principal Amount of **\$220,475,**” and that an attested copy of this Order be filed with the minutes of this meeting.

**ORDER TO AUTHORIZE LEASE PURCHASE OF A REMOUNT OF A 2024 FORD F550 AMBULANCE IN THE PRINCIPAL AMOUNT OF \$220,475**

BE IT ORDERED, by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled:

That the purchase of a **Remount of a 2024 Ford F550 Ambulance with related accessories and equipment** (the “Equipment”) with a purchase price of **\$220,475** is approved;

That under and pursuant to the Charter of the Town of Old Orchard Beach (the “Town”), including Section 409.12 of said Charter, the Town Manager and Finance Director, acting singly, are authorized to accept the proposal of **Androscoggin Bank** (the “Lessor”) to provide tax-exempt lease purchase financing for the Equipment in the principal amount of **\$220,475** to be paid in **five (5)** annual installments with interest at a rate of **5.25%** per annum, and any prior such acceptance is ratified and confirmed;

That the Town Manager and Finance Director, acting singly, are authorized to execute and deliver a lease purchase agreement with Lessor or its nominee, in the name and on behalf of the Town for the Equipment, in principal amount not to exceed **\$220,475**, in such form and on such terms not inconsistent herewith as the Town Manager or Finance Director may approve (the “Lease”);

That neither the proceeds of the Lease nor the Equipment shall be used in any manner that would cause the Lease to be an “arbitrage bond” or a “private activity bond” within the meaning of Sections 148 and 141 of the Internal Revenue Code of 1986, as amended (the “Code”);

That the Town Manager and Finance Director, acting singly, are authorized to designate the Lease, as applicable, as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Code;

That the Town Manager and Finance Director, acting singly, are authorized to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Lease, and to take all other lawful actions

necessary to ensure that the interest portion of the rental payments under and pursuant to the Lease will be excludable from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause such interest portion of the rental payments to become includable in the gross income of the owners thereof;

That the appropriate officials of the Town are authorized to execute and deliver such other documents and certificates as may be required in connection with the Lease; and

That an attested copy of this Order be filed with the minutes of this meeting.

A true copy, attest:

\_\_\_\_\_  
Kim McLaughlin, Town Clerk



30 Lisbon Street  
PO Box 1407  
Lewiston, Maine 04243  
1.800.966.9172  
Androscogginbank.com

July 30, 2024

Town of Old Orchard Beach  
Jordan Miles, Finance Director  
1 Portland Avenue  
Old Orchard Beach, Maine 04064

**MUNICIPAL LEASE PURCHASE PROPOSAL**

- Lessee:** Town of Old Orchard Beach
- Equipment:** Remount of 2024 Ford F550 Ambulance VIN#1FDUF5HT7RED52077, (more particularly described in vendor invoice provided by the Lessee prior to closing or disbursement for Lease Escrow).
- Cost of Equipment:** \$220,475.00
- Lease Term:** 5 years
- Interest Rate:** 5.25% (Tax Exempt)
- Number of Payments:** 5 annual installments of principal and interest.
- Payment Amount:** \$48,718.86\* (\*Final payment may vary slightly)
- First Payment Due:** The first payment of principal and interest (if any) shall be payable at lease closing scheduled for August 13, 2024.
- Purchase Option:** One Dollar (\$1.00) at end of lease term.
- Prepayment:** There are no prepayment penalties.
- Insurance:** Prior to delivery of the leased assets, Lessee at its sole cost and expense, will provide all-inclusive physical damage and liability insurance in the joint names of the Lessee and Lessor, in amounts satisfactory to Lessor, and forward proof of said coverage to Lessor.
- Title:** Lessee shall be listed as owner and Lessor listed as lien holder on BMV title forms, and UCC filing documents I required. (Lessor will also hold a security interest in any lease escrow account established by the Lessee for this transaction).
- Non-appropriation:** The lease will contain a non-appropriation clause.

- Confirmation:** Lessee to confirm that anticipated total borrowings for 2024 year will not exceed Ten Million dollars (\$10,000,000.00), making the lease “Bank Qualified”.
- Type of Lease:** The lease shall be considered a Municipal Lease/Purchase by all parties. Lessee is a State or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986.
- Advances / Deposits:** If Lessor advances any deposits or pays any invoices prior to Delivery and Acceptance of the equipment by Lessee, interest will accrue at the above rate on said payments and be due at closing.
- Legal Opinion:** Leases greater than One Hundred Thousand dollars (\$100,000.00) require Lessee to provide an Opinion of Counsel. Said opinion must contain a statement that the lease represents a valid and binding obligation of the lessee and further that the lease is a “qualified tax exempt obligation” for the purposes of Section 265 (b) (3) (B) (ii) of the Internal Revenue Code of 1986, as amended.
- Financial Data:** Lessee will provide Androscoggin Bank with its most recent audited financial statement, current year’s budget, annual report, a copy of meeting minutes or Board order approving the transaction, and any other supporting data requested during the term of the lease.
- Lease Rates:** This Lease request will be closed within 30 days of the original proposal date, or the stated rate will be subject to change based on public sector rates then existing in the market.
- Expiration:** This lease proposal shall expire if not accepted by a duly qualified Lessee official by 5:00 PM on August 16, 2024.

Thank you for the opportunity to present this lease proposal for consideration. If you are in agreement with the terms of the proposal, please sign and return it. Should you have any questions regarding this proposal, please contact me at 207-330-0531.

Sincerely,



John Simko, Senior Vice President  
Director of Government Banking

**AWARD / ACKNOWLEDGEMENT (please sign and return via email):**

This proposal is accepted. This financing is awarded to Androscoggin Bank.

\_\_\_\_\_  
Name & Title

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

**Lease Amortization Schedule -Town of OOB**  
**5 Year Lease**

**Ambulance Remount**

Annual Rate 5.25%

|         | Start Date | Amount       | Number | Period | End Date  |
|---------|------------|--------------|--------|--------|-----------|
| Lease   | 8/13/2024  | \$220,475.00 | 1      |        |           |
| Payment | 8/13/2024  | \$48,718.86  | 5      | Annual | 8/13/2028 |

| <u>Date</u>   | <u>Payment</u>      | <u>Interest</u>     | <u>Principal</u>     | <u>Balance</u> |
|---------------|---------------------|---------------------|----------------------|----------------|
| 8/13/2024     | \$48,718.86         |                     | \$ 48,718.86         | \$ 171,756.14  |
| 8/13/2025     | \$ 48,718.86        | \$ 9,017.20         | \$ 39,701.66         | \$ 132,054.47  |
| 8/13/2026     | \$ 48,718.86        | \$ 6,932.86         | \$ 41,786.00         | \$ 90,268.47   |
| 8/13/2027     | \$ 48,718.86        | \$ 4,739.09         | \$ 43,979.77         | \$ 46,288.70   |
| 8/13/2028     | \$ 48,718.86        | \$ 2,430.16         | \$ 46,288.70         | \$ -           |
| <u>Totals</u> | <u>\$243,594.31</u> | <u>\$ 23,119.31</u> | <u>\$ 220,475.00</u> |                |

## **AGENDA ITEM #8221**

**Discussion with Action:** Adopt the Personnel Policy Manual as required by Charter Section 502.8 with changes to Article IV Political Activity. To clarify language regarding Town employees who work at the polls.

Chair: Shawn O'Neill

# TOWN OF OLD ORCHARD BEACH MUNICIPAL EMPLOYEES PERSONNEL POLICIES AND PROCEDURES

Amended ~~June 20, 2023~~August 6, 2024

Town Council reviewed and adopted the Personnel Policy Manual as required by Charter Section 502.8, on ~~June 20, 2023~~August 6, 2024, and adopted with changes to Article ~~III-IV~~Non-Discrimination, and Article IV-Conditions of EmploymentPolitical Activity.



*Memories Start Here*



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## ARTICLE I. PURPOSE, DEFINITIONS AND APPLICATION

### **Sec. 1-1 Purpose**

The general purpose of this policy is to establish a system of personnel administration that meets the social, economic and program needs of the Town of Old Orchard Beach. This policy includes personnel policies, procedures, and conditions of employment.

### **Sec. 1-2 Definitions**

"Appointing Authority" means the Town Manager when not covered by other provisions in the Town Charter.

"Town" means the Town of Old Orchard Beach, Maine.

"Employee" means any person appointed to a regular, non-elected, position by the Town Manager or the Town Council.

### **Sec.1-3 Application**

Each employee shall be furnished with a copy of the Personnel Policies and Procedures. These Personnel Policies and Procedures do not constitute a contract of employment and may be amended by the Town Council at any time. It shall be the responsibility of all employees to acquaint themselves thoroughly with material in these Personnel Policies and Procedures and any subsequent revisions.

These Personnel Policies and Procedures shall govern the employment of all Town of Old Orchard Beach personnel except in those instances where employees subject to an employment contract or a Collective Bargaining Agreement are subject to different policies pursuant to that Agreement, in which instances the policies of the employment contract, or a Collective Bargaining Agreement shall prevail.

## ARTICLE II BEGINNING EMPLOYMENT

### **Sec. 2-1 Equal Employment Opportunity**

The Town of Old Orchard Beach is an equal opportunity employer. All applicants and employees shall receive equal employment opportunities, and the Town shall make employment decisions without regard to religion, sex, sexual orientation (including gender identity and expression), race, color, ancestry or national origin, age or physical or mental disability, Veteran status, or status as

a whistleblower. The Town shall employ, without discrimination, the best qualified persons who are available at the salary levels established for each position, first preference being given to citizens of the Town, all other factors being equal.

### **Sec. 2-2 Recruitment**

The character of the recruitment and selection process for all Town positions will vary with the position. There shall be as wide and practicable a search as possible, during the time limits allowed to fill the position. This may include advertising, open competitive examination, contact with State and other employment offices and other appropriate methods. The Town Manager or another appointed authority shall have the duty to seek out the most qualified employees for the Town. Citizens of Old Orchard Beach shall receive first preference for the position, all other factors being equal among the candidates. In all cases, the Town will provide notice of available positions to all employees by posting job openings at all job sites.

### **Sec. 2-3 Anti-Nepotism**

Immediate family members of any department head may not be employed to work in that department. "Immediate family" means parents, spouse, domestic partner, brother, sister, child, stepchild, stepparents, adopted child, grandmother, grandfather, mother-in-law, father-in-law, son-in-law and daughter-in-law.

### **Sec. 2-4 Physical Exams**

The Town may require, depending upon the position (i.e. police, fire, etc.), that applicants or employees applying for a new position of employment receive a physical examination as a condition of employment. The Town shall have the right to choose the physician who will conduct the exam. The Town shall pay for all medical costs associated with the physical examination.

### **Sec. 2-5 Immigration Law Compliance**

In compliance with the Immigration Reform and Control Act of 1986, the Town is committed to employing only those individuals who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. All new employees, as a condition of employment, will be required to complete the Employment Eligibility Verification Form I-9 and must present documentation establishing identity and employment authorization.

This form must be completed within 3 days of your start date. Failure to comply with this requirement will result in termination of employment.

## **Sec. 2-6 Probationary Status of Employment**

Any full or part-time employee appointed to a regular position shall be considered a probationary employee for the first 180 days of employment, except in the case of law enforcement officers, who shall complete an employment probationary period that lasts one year after graduation from the Maine Criminal Justice Academy or the date the Board waives the basic requirement. During the probationary period, any unpaid break in service lasting longer than two weeks except for military leave shall not be credited towards the 180 days probationary period. Every employee must complete the probationary period prior to becoming a regular employee.

During the probationary period, the department head, with the Town Manager's approval, 'may remove an employee for any reason, including a determination that the employee is unable or unwilling to perform required duties, has a poor attitude towards the job, co-workers or the public or has unsatisfactory work habits.

Prior to completing the probationary period, an employee shall receive a written evaluation from the department head, which shall become a part of the employee's personnel file. Any employee who successfully completes the probationary period shall transfer to regular status, and is subject to removal for cause, after notice and hearing.

## **ARTICLE III NON-DISCRIMINATION**

### **Sec. 3-1 Non-Discrimination and Anti-Harassment Policy**

The Town is committed to providing a workplace that is free from discrimination and discriminatory harassment. It is a violation of Town policy and/or state and federal law for any employee to discriminate against or harass another employee based on race, color, religion, national origin, ancestry, age, sex, sexual orientation (including gender identity and expression), physical or mental disability, veteran status, or status as a whistleblower, and for any supervisory employee to permit any such act of harassment in the workplace by anyone, whether or not an employee.

Any employee of the Town who believes that he or she has been discriminated against in employment on the basis of race, color, religion, national origin, ancestry, age, sex, sexual orientation, physical or mental disability, veteran status, or status as a whistleblower, or has been harassed on that basis, must report the behavior to the Director of Human Resources or to the Town Manager. The Town takes allegations of discriminatory treatment very seriously. The Town

will investigate every allegation of discrimination promptly and take whatever action is necessary to stop discrimination and remedy any effects of discrimination. Any employee who believes that he or she has been harassed or discriminated against in any way should follow the "Internal Complaint Procedure" set forth below.

### **Definition of Sexual Harassment**

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

### **Description of Sexual Harassment**

The following type of conduct is considered sexual harassment and is not permitted: A. Physical assaults of a sexual nature such as:

- 1) rape, sexual battery, molestation or attempts to commit these assaults; and
- 2) intentional physical conduct which is sexual in nature; such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.

B. Unwanted sexual advances, propositions, or other sexual comments, such as:

- 1) sexually-oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience directed at or made in the presence of any employee who indicates or has indicated in any way that such conduct in his or her presence is unwelcome;
- 2) preferential treatment or promise of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward; and
- 3) subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of that employee's job more difficult because of that employee's sex.

C. Sexual or discriminatory displays of publications anywhere in the workplace by employees, such as:

- 1) displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic, or bringing into the work environment or possessing any such material to read, display or view at work. A picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to or ordinarily accepted for the accomplishment of routine work in and around the Town and who is posed for the obvious purpose of displaying or drawing attention to private portions of his or her body.
- 2) reading or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- 3) displaying signs or other materials purporting to segregate an employee by sex in any area of the workplace (other than restrooms and similar semi-private lockers/changing rooms).

### **Internal Complaint Procedure**

Any employee who believes he or she has been the subject of discriminatory harassment should report the incident or act immediately to their Department Head or to the Director of Human Resources or the Town Manager. The Town will promptly investigate all complaints. Each employee alleging discriminatory harassment will be requested, but not required, to put the specifics in writing. All information will be held in confidence to the extent possible and will be discussed only with those who have a need to know in order to either investigate or resolve the complaint. Any employee who the Town determines has engaged in discriminatory harassment will be promptly disciplined. Disciplinary measures may consist of suspension or termination depending upon the severity of the offense.

No employee will be punished or penalized in any way for reporting, complaining about or filing a claim concerning discriminatory harassment, or for participating in any investigation of a discriminatory harassment complaint.

### **Sec. 3-2 Reasonable Accommodations for Employees**

The Town complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, and all applicable state or local laws. Consistent with those requirements, the Town will reasonably accommodate qualified individuals with a disability if such accommodation would allow you to perform the essential functions of the job, unless doing so would create an undue hardship or a direct threat to others or the employee.



Under the Maine Human Rights Act, if an employee is a member of a protected class (as described in the Town's Equal Employment Opportunity Policy, above), they may be entitled to a reasonable accommodation if such an accommodation is needed to allow them to perform the essential functions of their position.

If you believe that you need a workplace accommodation in order to do your job or enjoy equal access to the workplace, you should make a written request to Human Resources Director describing the specific accommodation requested and explaining the need for accommodation.

Upon such request, the Town will promptly engage in an interactive exchange with you, as needed, in order to determine the feasibility of providing the requested accommodation, or any other reasonably available accommodation. In some cases, particularly when the disabling condition is not obvious (such as use of a wheelchair), the Town may request medical documentation from your medical or mental health provider. The documentation requested allows the Town to better understand several things: (1) describe the nature, severity, and duration of any impairment, (2) the activities that may be limited by the applicable condition(s); and (3) to substantiate the need, feasibility, and potential efficacy of your requested accommodation. You are not required to provide confidential health care information beyond that which meets the substantiation criteria.

### **Sec. 3-3 Lactation Break**

In addition to the breaks required by law, the Town will provide adequate unpaid break time or permit an employee to use paid break time or mealtime each day to express breast milk for a nursing child.

The Town will make reasonable efforts to provide a clean room or other location, other than a bathroom, where an employee may express breast milk in privacy. The Town will not discriminate in any way against an employee who chooses to express breast milk in the workplace.

## **ARTICLE IV CONDITIONS OF EMPLOYMENT**

### **Sec. 4-1 Employment Classification**

**Regular full-time employees** work the standard work week (usually 37 or 40 hours) and are hired for an indefinite period of time, unless otherwise provided by agreement of the parties. Such employees may be exempt or non-exempt, based on the federal Fair Labor Standards Act criteria. Non-exempt employees are paid on an hourly basis and are eligible for overtime pay; exempt employees are paid on a salaried basis and are not eligible for overtime pay. Regular full-time employees are eligible for employee benefits in accordance with this policy.

**Regular part-time employees** work fewer hours than the standard work week for their department and are hired for an indefinite period of time. Part-time employees may be eligible for employee benefits depending on the number of hours per week they work.

**Temporary employees** may work full-time or part-time for a limited period, usually less than six months. Temporary employees are not eligible for employee benefits.

**Per-diem employees** are administrative, service and/or support employees who are not on a Department's regular work schedule and who are scheduled to work on an "as needed" basis. Work may be scheduled by the Department prospectively but should be considered as "elected and accepted" by the employee. The "election" of a work schedule may vary based on the individual's availability and the availability of open shifts. The employee is essentially a freelance employee, who sets their availability with the Department based on the days they elect to work and where. A Department may not assume the availability of a Per-diem employee for a given schedule and the Per-diem employee may not assume that hours of work will be offered for a given schedule. Per-diem employees are not eligible for employee benefits.

#### **Sec. 4-2 Work Schedules - Standard Work Hours**

Due to the variety of services provided by the Town, there are variations in the hours and days of work per week within different departments. The hours of work, the starting and stopping time, and lunch periods will be established within each department with the Town Manager's approval. Hours of work, starting and stopping time, and lunch periods may be changed by the department head subject to approval by the Town Manager.

Salaried employees exempt from overtime shall accomplish work assigned to the position regardless of the hours required. This policy will be applied within reason. It is the responsibility of each department head to ensure that the department's work hours are adhered to by all employees.

#### **Sec. 4-3 Attendance and Lateness**

Employees shall be at their respective places of work according to their department schedule expectations. It is the employee's responsibility to inform his/her department head of an unavoidable absence, such as illness, prior to the start of the work day and each day thereafter. If

he/she expects to be late, the employee must contact his/her department head to inform that he/she will be late and at what time he/she plans to arrive.

#### **Sec. 4-4 Outside Employment**

A Town employee may engage in outside employment providing the employment does not interfere with the proper and effective performance of his/her primary Town duties, result in a conflict of interest or the appearance thereof or subject the Town to public criticism or embarrassment.

#### **Sec. 4-5 Confidentiality Policy**

During the course of their duties, employees of the Town of Old Orchard Beach are often privy to sensitive and confidential information. Examples of this include, but are not limited to, labor relations and personnel actions. The Town expects any employee with access to such information to respect the confidential nature of the matter.

#### **Sec. 4-6 Policy on Workplace Threats and Violence**

The safety and security of employees of the Town of Old Orchard Beach, and also the public which conducts business in the various municipal buildings, is of paramount importance to the Town. Therefore, threats, threatening behavior or acts of violence against or by employees, visitors, guests or other individuals on Town property will not be tolerated. Violations of this policy may lead to disciplinary action of employees, which may include dismissal and may lead to arrest and prosecution of employees or others.

Any person who makes threats, exhibits threatening behavior or engages in violent acts on Town property will be removed from the premises as quickly as safety permits. The Town will initiate any actions necessary to ensure that employees and the public are safe on Town property.

All Town personnel are responsible for notifying the Director of Human Resources of any threats that they have witnessed, received or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed that they regard as threatening or violent when that behavior is job-related or might be carried out on a Town-owned site, or is connected to Town employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person and persons who were threatened or

were the focus of the threatening behavior. If the Director of Human Resources is not available, personnel should report the threat to their supervisor or to the Town Manager.

#### **Sec. 4-7 Drug and Alcohol-Free Workplace**

Purpose:

To meet its responsibilities to employees and the public, the Town must maintain a healthy, productive and safe workplace free from the effects of alcohol, marijuana, prescription medication or drug abuse. Misusing or abusing controlled substances on the job is prohibited, as is selling, manufacturing, distributing, possessing, using, or being under the influence of illegal substances on the job. The Town has established a drug-free workplace program that balances respect for individuals with the need to maintain an alcohol and drug-free environment.

##### Covered Workers

Any individual who conducts business for the Town, is applying for a position or is conducting business on the Town's property is covered by the drug-free workplace policy. The policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees and volunteers.

##### Applicability

The drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the Town. Therefore, this policy applies during all working hours, whenever conducting business or representing the Town, while on call, paid standby and while on Town property.

##### Drivers with Commercial Driver's License

Drivers who are subject to Department of Transportation regulations will be required to undergo testing for alcohol and controlled substances prior to being permitted to drive. Tests will be conducted before an employee is initially assigned to driver responsibilities; additionally, drivers may be subject to "reasonable suspicion" testing and random testing, as well as testing conducted following an accident. No driver will be allowed to drive or continue driving unless the results of all tests are negative. All Commercial Drivers are required to enroll in the Federal Motor Carrier

Safety Association (FMCSA) Drug & Alcohol Clearinghouse and allow a full query prior to hiring and are required to allow limited queries annually. (<https://clearinghouse.fmcsa.dot.gov/>)

### Prohibited Behavior

It is a violation of the drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, marijuana, illegal drugs or intoxicants or be under the influence of alcohol, marijuana, illegal drugs or intoxicants. While at work, employees may also not be under the influence of drugs (illegal, recreational, or prescription) which impair their ability to perform the essential functions of the job or which threaten safety.

### Notification of Convictions

Any employee who is convicted of a criminal drug violation must notify their Department Head and the Human Resources Office in writing within five calendar days of the conviction. The Town will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

### Consequences

One of the goals of the drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation that fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

### Prescription Medications

The legal use of prescription medications is permitted on the job only if such use does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner

that does not endanger the employee or others. If employees are taking prescription medication that may affect their work performance, they are required to inform their supervisor of that fact.

### Assistance

The Town of Old Orchard Beach recognizes that alcohol and drug abuse and addiction are treatable illnesses, and that early intervention and support improve the success of rehabilitation. To support employees, the drug-free workplace policy does the following:

- (1) Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- (2) Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- (3) Offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

### Confidentiality

All information received by the Town through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

### Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

Employees shall not report to work or be subject to duty while their ability to perform job duties is impaired due to use of alcohol or drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

#### **Sec. 4-8 Political Activity**

Employees may seek or accept nomination or election to any office in the Town government while employed by the Town, provided that no person may hold elective office while employed by the Town. Therefore, any employee elected to any Old Orchard Beach Town Office shall resign from employment prior to taking office. During the course of their employment, employees shall refrain from using their influence publicly in any way for .or against any candidate seeking elective office in the Town government. Town employees shall not work at the polls on behalf of any candidate, political party or any ballot proposal, circulate petitions or campaign literature for elective Town officials, or be in any way concerned with soliciting or receiving subscriptions, contributions, or political service from any person for any political purpose pertaining to the Town government. This rule is not to be construed to prevent Town' employees from becoming, or continuing to be members of any political organization, from attending political meetings, from expressing their views on political matters, or from voting with complete freedom in any municipal, state or national election.

#### **Sec. 4-9 Electronic Communications Systems Policy**

The Town of Old Orchard Beach understands the important role that various electronic communications systems, including electronic mail (e-mail), voice mail, and Internet access can play in keeping our business competitive and efficient. However, to protect the confidentiality of information and to ensure the secure, appropriate and legal use of electronic communications by our staff, all staff must adhere to the Town's Electronic Communication Systems Policy. As such, all Town employees, and contractors and vendors with access 'to the Town's electronic communication systems, are responsible for following appropriate steps to ensure electronic communication) is secure.

#### ***Procedure***

##### *Appropriate Business Use of Electronic Communications*

Employees of the Town may have access to and use of various electronic communications systems in the workplace. Electronic communications should be used primarily for official Town business. Limited personal use may be made of electronic communications, but personal use must not be excessive, unreasonable, or interfere with a staff member's work (e.g., used during work time). All uses of electronic communications must be appropriate for use in a business environment.

Employees who are provided access to the Town's e-mail system are strictly prohibited from creating, distributing, or soliciting messages or transmissions that contain inappropriate, unprofessional, offensive, or harassing comments, sexually oriented messages or images, communications that constitute slander, defamation, or unlawful trade disparagement of management, employees, customers, clients, vendors, or any other person or entity. Items such as jokes, "top ten lists," chain letters, solicitation for commercial ventures, religious or political causes, outside organizations, or other non-business-related solicitations are prohibited.

#### Monitoring and Review of Electronic Communications

All information and messages sent and received are the property of the Town. All information traveling over the Town's computer network that has not been specifically identified as property of other parties will be treated as though it is a Town corporate asset. Messages are not the property of employees and all messages generated on or handled by electronic communications systems, including back-up copies, are considered the property of the Town and are not considered private documents. The use of passwords does not create any privacy rights in the contents of electronic communications. The Town may monitor or review the electronic communications of any staff member at any time, for whatever reason, including, but not limited to, business-related reasons, system maintenance, preventing illegal activity, and guarding the rights or property of the Town. Monitoring will be done only by authorized Town staff. The Town may disclose the contents of any electronic communications for any lawful purpose.

Staff of the Town should be aware that information sent via electronic communications is susceptible to unlawful interception. Therefore, staff should avoid sending confidential or proprietary Town information in an electronic communication without the express authorization of their supervisor.

Further, it is the policy of the Town to prohibit unauthorized access, disclosure, distribution, modification, diversion, destruction, loss, misuse, or theft of information. It is the policy of the Town to protect information belonging to third parties that has been entrusted to the Town in confidence in accordance with applicable contract and industry standards.

Use of the electronic communications system is subject to all Town policies, including, but not limited to, policies on personal business, Town equipment, confidential information, and illegal



harassment. Violation of the Town's Electronic Communication Systems Policy by a staff member may result in discipline up to and including termination of employment.

#### Systems Security

All employees are expected to maintain a secure environment for the Town's electronic systems, software, and services. Use of computer software and other copyrighted materials will be in accordance with licensing agreements and applicable copyright laws.

Employees will protect all electronic systems equipment and software from inadvertent introduction of viruses by not downloading software from public bulletin boards and by not installing unauthorized software of any type unless previously approved.

#### Responsibility

It is the responsibility of each member of management, from the Town to all first-line supervisors; to give this policy full support. In addition, it is the responsibility of each employee of the Town to adhere to the practices regarding electronic systems belonging to the Town.

### **Sec. 4-10 Workplace Smoking Policies**

The Town restricts smoking to outside areas designated as smoking areas. Each building shall have an outside-designated area. See Attachment A

### **Sec. 4-11 Reporting of Injuries and Workers' Compensation Procedures**

When an on-the-job accident occurs, the affected employee is to report it immediately to his or her direct supervisor or department head. The department head shall notify the Director of Human Resources within 24 hours of the injury or on the following work day of the accident.

Medical bills, when received by either the department or employee are to be forwarded immediately to the Director of Human Resources Office. Medical bills are paid without any waiting period. The Town remains responsible for employee compensation for the first three days of absence. This will be charged to employee sick leave; between four and thirteen days, the insurance carrier provides compensation; fourteen days and over, all compensation is retroactive to day one by the insurance carrier and the employee's sick leave shall be credited back to the

Town upon payment by the employee to the Town for the three days. In some instances, Workers' Compensation payments may be delayed. If this occurs, the Town will continue to pay the employee by charging his/her time to sick leave, which the employee must buy back from the compensation paid by the insurance carrier.

If a worker is receiving Workers' Compensation, he/she must continue to pay his/her share of life and medical insurance.

#### **Sec. 4-12 Receipts of Gifts**

All Town employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan, or any other item of monetary value from any person within or outside Town employment, whose interests may be affected by the employee's performance or Nonperformance of his/her official duties. Acceptance of nominal gifts, such as food and refreshments in the ordinary course of business meetings, or unsolicited advertising or promotional materials such as pens, note pads, calendars, etc., is permitted.

#### **Sec. 4-13 Use of Town Property**

Employees shall not, directly or indirectly, use or allow the use of Town property of any kind for other than official activities.

#### **Sec. 4-14 Strikes and Slowdowns Prohibited**

In view of the prohibitions stated in 26 M.R.S.A. Chapter 9-A, and the public nature of Town functions which cannot be subjected to interruption without widespread inconvenience and harm to the general public, the Town does not and will not recognize the right of any employee or group of employees to engage in, encourage, sanction, support, or suggest any strikes, slowdowns, work stoppage or similar actions which would involve suspension of or interference with the normal work week of the Town Departments. Accordingly, any employee who shall participate in the above-named actions shall be subject to dismissal for cause from Town employment.

#### **Sec. 4-15 Resignations**

An employee may resign from Town service in "good standing" upon the submittal of a written notice to the Department Head fourteen (14) calendar days in advance of the last day of actual work. Failure of a resigning employee to comply with this rule may be cause for denying future employment with the Town. The Town Manager may permit a shorter period of notice if extenuating circumstances exist. A statement should accompany the resignation by the

department head as to the resigning employee's service performance and pertinent information concerning the cause of resignation. The effective date of the employee's termination with the Town is considered to be the last day actually worked.

Upon separation, the Town shall pay all wages owed as well as earned accruals due to the employee, if any, on the next regular pay day.

#### **Sec. 4-16 Lay Offs and Rehires**

During periods when the workload dictates, or a shortage of funds exists, the Town may be forced to lay off employees. In all lay off cases, the employee shall receive either a two-week notice or two week's pay.

#### **Sec. 4-17 Dress Code & Personal Hygiene**

The Town of Old Orchard Beach's objective in establishing a business casual dress code is to allow our employees to work comfortably in the workplace, while maintaining a professional presentation for our customers, potential employees, and community visitors. Business casual dress is the standard for this dress code.

Because all casual clothing is not suitable for the office, these guidelines will address what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests may not be appropriate for a professional appearance at work.

Clothing that reveals too much is not appropriate for a place of business, even in a business casual setting. Graphic/offensive tees, pajamas, spandex, gym clothes, overalls, and torn, dirty or frayed clothing are unacceptable.

Fridays are dress down days, jeans that are not ripped, torn or frayed, can be worn with a casual top. There may be other "theme" days when slightly more casual attire may be allowed.

No dress code can cover all contingencies, so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business casual attire for work, please ask your supervisor or Director of Human Resources before doing so. If you have medical or religious issues that impact upon your choice of clothing, please also bring them to our attention in advance.

If clothing fails to meet these standards, as determined by the employee's supervisor and Director of Human Resources, the employee will be asked not to wear the inappropriate item to work again.

If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. All other policies about personal time use will apply. Progressive disciplinary action may be applied if dress code violations continue.

Town of Old Orchard Beach employees are expected to meet hygiene requirements during regular business hours for the duration of their employment.

- Maintain personal cleanliness by bathing daily.
- Oral hygiene (brushing of teeth) required.
- Use deodorant / anti-perspirant to minimize body odors.
- No heavily scented perfumes, colognes and lotions. These can cause allergic reactions, migraines and respiratory difficulty for some employees.
- Clean and trimmed fingernails
- Wash hands after eating, or using the restrooms.

## **ARTICLE V. EMPLOYEE CONDUCT AND DISCIPLINE**

### **Sec. 5-1 Employee Conduct**

The Town requires that all employees treat the public with promptness, patience, courtesy and respect. The Town also expects all employees conduct themselves in a manner non-discreditable to the Town or their respective departments.

### **Sec. 5-2 Progressive Discipline**

The Town has a policy of progressive discipline of employees, which means that repeated instances of poor job performance or misconduct will be subject to progressively more severe sanctions, which may include oral or written warnings, counseling, and suspension with or without pay, demotion or termination. Progressive discipline does not mean that the initial disciplinary response to unsatisfactory job performance or misconduct will always be the same. Serious job performance problems or misconduct such as, but not limited to, dishonesty, violence or theft may result in more severe disciplinary sanctions, up to and including dismissal, even on the first occurrence.

When in the judgment of the appointing authority, whether a department head or the Town Manager, an employee's work performance or conduct justifies disciplinary action, the employee may be disciplined. Consideration shall be given to the severity of the performance problem or misconduct and prior disciplinary sanctions, in any, against the employee prior to imposing any discipline. Repeated misconduct or continuing performance problems may be considered cumulative, and subject to progressively more severe discipline, even if the conductor. Performance problems vary in nature or severity.

Except in cases of emergency, no employee may be suspended by a department head until the Town Manager ratifies the decision. No employee shall be suspended for more than three days

without first being given an opportunity to discuss the incident or incidents underlying the suspension with either the Town Manager or department head, whoever initiated the suspension.

Any employee who has been disciplined pursuant to this section shall have access to the grievance procedure outlined in Sec. 5-4.

### **Sec. 5-3 Disciplinary Dismissals**

An employee may be dismissed from cause whenever in the judgment of the appointing authority the employee's work or misconduct so warrants. Prior to making a final decision to demote or dismiss an employee, the department head or Town Manager (whoever is the appointing authority) shall inform the affected employee of the action under consideration, along with the reasons therefore, and shall provide the employee an opportunity for an informal meeting to discuss the employee's version of the events and circumstances at issue. Prior-discussion with the employee is not required when in the judgment of the department head or Town Manager the employee's conduct or job performance creates an immediate threat of injury to the employee, any other Town employee, or members of the public, provided that the employee shall be treated as suspended with pay until such time as an opportunity for an informal meeting is offered. Removal of an employee appointed by a department head shall be subject to ratification by the Town Manager and removal of an employee appointed by the Town Manager shall be subject to ratification by the Town Council.

An employee who has been dismissed by a department head shall have access to the grievance procedure outlined in Sec. 5-4.

### **Sec. 5-4 Grievance Procedure**

Regular and effective communication between supervisors and staff members reduces the opportunity for misunderstanding and conflict. The Town expects and encourages supervisors and staff to communicate openly, on a regular basis, to create and maintain a positive work environment. The employee grievance procedure is designed to accommodate employees a fair and equitable process for an unresolved dispute related to conditions of employment.

All employees aggrieved because of some condition of their employment, including disciplinary action, are eligible to utilize this process. Complaints concerning allegations of discrimination or harassment should be made pursuant to the procedures set forth in Sec. 3.1.

### **Procedure**

All time frames and other procedural requirements must be adhered to unless an extension or exemption is granted by the Town Manager. If the grievant fails to respond within the specified time frames the grievance may be dismissed. If the respondent fails to respond within specified timeframes, he/she may be subject to disciplinary action and the grievance will go to the next step.

### **Step 1**

To initiate the grievance, the grievant must file a written grievance with his/her supervisor or department head within (5) working days of the date he/she knew or should have known of the event giving rise to the grievance.

### **Step 2**

The respondent must meet with the grievant to discuss the grievance and provide him/her with a written response addressing each issue raised within five working days of receiving the written grievance.

### **Step 3**

If the grievant is dissatisfied with the supervisor's or department head's decision, the individual may form a written appeal to the Town Manager within three working days of receiving the written decision. The Town Manager will then respond with a written decision within five working days. The Town Manager's decision is final and binding.

## **ARTICLE VI EMPLOYEE COMPENSATION AND ADVANCEMENT**

### **Sec. 6-1 Overtime and Compensatory Time**

Hourly employees generally will be compensated for overtime work at a rate of one and one-half times their established hourly rate for hours worked in the excess of forty (40) hours in one work week. The Town may offer employee's compensatory leave on the basis of one and one-half hours of compensatory time per overtime hour worked provided that the employee agrees in advance in writing to receive the compensatory time off in lieu of overtime pay. Employees may not accrue compensatory leave in excess of 12 hours.

In the event an employee works on a holiday, the employee shall be compensated for the time worked at the rate of one and one half the normal rate. In addition, the employee shall receive his or her holiday pay.

The Town makes every reasonable effort to distribute overtime equally among employees and their respective departments.

#### **Sec. 6-2 Evaluation of Performance**

Each regular employee shall be evaluated on an annual basis. The purpose of the evaluation is for the supervisor to assess the strengths and weaknesses of the employee. The Town Manager will use the evaluation to aid in consideration of salary increases, promotions, disciplinary action, training programs and other related personnel activity.

#### **Sec. 6-3 Merit Salary Increases**

Based upon work performance, the Town Council, upon recommendation of the Town Manager and Department Head, may authorize merit salary increases beyond any so-called cost of living adjustments or general pay increases.

#### **Sec. 6-4 Promotions**

The Town shall provide every employee an opportunity to advance in his/her respective career, consistent with the overall needs of the Town. All other factors being equal, current employees will receive first consideration for filling a vacancy. The municipality recognizes however, that the community may benefit from recruiting outside the ranks of the Town.

#### **Sec. 6-5 Training and Education**

Educational training programs for employees not only improve the employee's overall ability to function more efficiently, but training also contributes to the municipality's effectiveness. It shall be the responsibility of the Town Manager to provide employees a reasonable opportunity to receive education through either internal or external training methods.

If an employee takes the initiative to enroll in an educational or vocational course that is directly related to his/her position, he or she will receive half-tuition-reimbursement up to \$1000 per fiscal year if the following requirements are met: 1) the employee earns a C average in the course and 2) the Department Head pre-approves the course. Employees must attend classes offered after normal working hours.

**Sec. 6-6 Clothing Allowance for Maintenance**

Such attire shall include appropriate OSHA approved footwear, trousers (jeans that present a workman like appearance are acceptable), and non-logoed shirts.

The Town will provide up to two hundred fifty dollars (\$250) per year for the purchase of the above-mentioned attire. Maintenance and care of the attire will be at the expense of the employees.

The Town will provide purchase orders for the employees to use in participating merchant stores for the purchase of the above mention footwear and clothing. Items purchased through the Town’s purchase order system shall not be charged sales tax as provided under State and Federal laws.

All clothing purchases are subject to federal, state, FICA and Medicare taxes under the Fringe benefit provision of the IRS Circular E guide.

OSHA approved boots are not subject to federal, state, FICA and Medicare taxes under the Fringe benefit provision of the IRS Circular E guide

The purchase of any other work-related clothing not mentioned above which would be purchased from the attire allowance, must be approved prior to purchase by the Town Manager or designee.

OSHA footwear must be on a separate receipt from any clothing purchases. Signed receipts are to be turned in to payroll for processing.

**ARTICLE VII TIME OFF FROM WORK**

**Sec. 7-1 Holidays**

The Town of Old Orchard Beach follows the holiday schedule set forth below:

- |                        |                              |
|------------------------|------------------------------|
| New Year's Day         | Labor Day                    |
| Martin Luther King Day | Columbus Day                 |
| President's Day        | Veteran's Day                |
| Patriot's Day          | Thanksgiving & following day |
| Memorial Day           | 1/2-day Christmas Day Eve    |
| Juneteenth             | Christmas Day                |
| Independence Day       | Two Floating Holidays        |



If a regular holiday falls on a Sunday, the following Monday is recognized as the holiday; if on a Saturday, the preceding Friday is recognized. Christmas Day Eve will be recognized on the day of the week designated by the Town Manager if Christmas falls on a Saturday or a Sunday.

A person on a leave of absence without pay shall not be entitled to holiday pay.

Holiday pay is to be considered a normal day's wages.

Temporary and seasonal employees shall not be entitled to paid holidays.

### **Sec. 7-2 Vacation**

Each regular full-time or part-time employee shall earn annual vacation time with pay in accordance with the employee's current term of continuous employment and in accordance with the following schedule:

At beginning of employment 3 weeks

After completion of five (5) years of employment 4 weeks

After completion of ten (10) years of employment 5 weeks

Vacation leave accrues on a pro-rata basis each month during the year it is accrued, commencing on the employee's date of employment. Accrued vacation time will be reflected on employees' paycheck stubs. No vacation may be utilized during the first six months of employment.

Exceptions to this schedule may be made pursuant to contract or in the discretion of the Town Manager in exceptional circumstances.

Requests for vacation time must be made on the vacation request forms. Scheduling of vacations shall be done by the employee's immediate supervisor and in accordance with operational needs. In the event a holiday falls within the vacation period, the holiday will not be counted as a vacation day, and the employee will be compensated for the holiday.

Any paid leaves of absence shall not constitute a break in the employment record.

Unused vacation days may accrue from one year to the next with maximum hold over of two weeks. No vacation of more than two (2) weeks duration at one time will be allowed unless approved by the Town Manager.

Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation from employment or to the employee's beneficiary upon the employee's death.

### **Sec. 7-3 Sick Leave**

Paid sick leave for each regular full-time employee is earned at the rate of one day for each calendar month of service and may accumulate to not more than 120 days (888 hours for a 37 hour per week employee and 960 hours for a 40 hour per week employee).

Regular part-time employees whose annualized standard weekly work hours are greater than or equal to twenty (20) shall earn sick leave at the rate of four (4) hours for each calendar month of service and may accumulate to not more than 480 hours. Accrued sick leave will be reflected on employees' paycheck stubs.

Sick leave may be granted for any of the following reasons:

- 1) Personal illness or injury of an incapacitating nature sufficient to justify absence from work;
- 2) Personal medical or dental appointments which cannot be scheduled during other than working hours; and
- 3) To care for a child, spouse or parent who is ill.

Sick leave is to be viewed as a type of "insurance policy" in the above circumstances and may not be utilized for any other purpose.

Vacation or compensatory time may also be utilized to care for a child, spouse or parent who is ill.

The Department Head, Director of Human Resources or the Town Manager may, after three days as a condition precedent to continuance of sick pay, require a certificate of a qualified physician certifying the condition of the employee or of the employee's child, spouse or parent to be such as to justify the continued absence from employment.

Probationary employees shall not be entitled to be paid sick leave until they have completed 180 days of employment. At the completion of 180 days employment by probationary employees, cumulative sick leave days shall be computed from the original date of employment. After any extended sick leave, it may be required by the department head that the absent employee obtain a physician's statement, at his or her own cost, that he or she is physically capable of returning to normal duty. It shall be the responsibility of the department head to ensure that this requirement is appropriately followed before the employee is allowed to return to his or her regular duties.

At the time of separation by the employee, accumulated sick leave shall be paid to the employee at the rate of 50 % of the accumulated time however, in the event of an involuntary termination by the Town the employee is not entitled to payment of accrued sick leave.

In the event of an employee's death, the Town will pay all sick leave benefits to the employee's beneficiary.

Notification must be made by the employee to his or her supervisor if possible, on each day of the leave unless other arrangements have been expressly authorized by the Town Manager.

#### **Sec. 7-4 State Required Paid Time Off**

Maine has enacted a new Paid Time Off law (26 MRS §637) that will be effective on January 1, 2021.

Under the law, employees are eligible to receive paid time off if you are a non-seasonal, part time, per diem, or temporary employee who has been employed for at least 120 calendar days and not covered under a Collective Bargaining Agreement (CBA). A probationary full-time employee will be covered by this section for the first 6 months of employment, after which they will follow either a CBA or the Personnel Policy.

##### **1. PTO Accrual**

Accruals start on January 1, 2021 and are not retroactive to hire dates prior to that date.

The amount of paid time off that you can accrue is calculated at 1 hour earned for every 40 hours worked. Paid time off cannot be accrued during a leave of absence or suspension.

##### **2. Accrual Limit**

The accrual limit is a maximum of 40 hours of accrued time.

##### **3. Termination**

In the event that your employment is terminated for any reason, you will be paid as follows for any unused paid time off.

The payout schedule is based on consecutive months of service.

| Month of Employment | Hours paid out |
|---------------------|----------------|
| < 6 months          | 0              |
| 6-24 months         | 25%            |
| > 24 months         | 50%            |

**4. Use of PTO**

PTO shall not be used until you have been employed for 120 calendar days.

It is your responsibility to manage your paid time off and plan for it in advance. This means that you should consider when you will take vacation or take days off for personal business. Remember, it is in your best interest to keep some days in reserve in case of unexpected events.

**5. Minimum PTO Increments**

The smallest increment of paid time off that you can take is 1 hour.

**6. Notice**

All employees must provide their respective supervisors with a minimum of 2 weeks’ notice in writing of their intention to take time off and must have their request approved for scheduling purposes. Emergency circumstances or illness may make advanced notice impossible. In the event of illness or emergency, speak to your supervisor as soon as possible. Request may be denied if it creates undue hardship in the department.

**7. Records**

It is your responsibility to complete a timesheet for any paid time off that you use. We are required to track all absences for legal and compliance purposes. These reports will also be used to record your remaining amount of paid time off on your pay stub.

**Sec. 7-5 Employee Sick Leave Donation Program**

**. PURPOSE**

The purpose of this policy is to allow employees to assist fellow employees by donating earned time to eligible co-workers in time of financial need due to: (1) a Medical Emergency or (2) a Major Disaster.

**II. DEFINITIONS**

“Medical Emergency” means a medical condition of the employee or a family member of the employee that will:

1. Require the employee’s prolonged absence from work; and

2. Result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from this earned time donation plan.

For the purposes of this policy, “Medical Condition” includes (but is not limited to) medical complications arising from pregnancy or childbirth.

“Major Disaster” means a major disaster, as declared by the President of the United States under section 401 of the Stafford Act, that warrants individual assistance or individual and public assistance from the federal government under that Act, and that:

1. Requires the employee’s prolonged absence from work; and
2. Will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from this earned time donation plan.

### III. SCOPE

This policy applies to all employees of Town of Old Orchard Beach.

### IV. PROCEDURE

#### 1. Donating employee.

- a. Any employee wishing to donate earned time to a fellow employee must complete an Earned Time Donation Form and return to Human Resources (see Attachment B).
- b. An employee may donate any amount of earned time up to the maximum amount of earned time an employee may accrue during the year.
- c. All donations are made anonymously.
- d. Unused donated earned time will default back to the donating employee.
- e. For any Major Disaster, Town of Old Orchard Beach will adopt a reasonable limit, based on the severity of the disaster, on the period of time after the Major Disaster occurs during which a donating employee may donate earned time.

#### 2. Receiving Employee.

- a. Any employee wishing to receive a donation of earned time must have completed their probationary period, have an approved Short-term disability claim or Worker’s Comp claim stating the Medical Emergency or document stating the effects of a declared Major Disaster.
- b. Such employee must have exhausted all available paid leave apart from donated earned time.
- c. The employee must use the donated earned time for purposes related to the Medical Emergency or Major Disaster.
- d. For any Major Disaster, Town of Old Orchard Beach will adopt a reasonable limit, based on the severity of the disaster, on the period of time after the Major Disaster occurs during which a receiving employee must use the donated earned time.
- e. A receiving employee may not convert earned time received under this plan into cash in lieu of using the earned time. However, a receiving employee may use such earned time to eliminate a negative earned time balance that arose from any earned time advanced to the receiving employee because of the effects of the Medical Emergency or Major Disaster.

- f. Earned time donated on account of one Major Disaster may be used only for employees affected by that Major Disaster.
  - g. Town of Old Orchard Beach reserves the right to determine on a case by case basis whether an employee is eligible to receive an earned time donation, and how much earned time is approved for donation.
3. Communications.

Human Resources will inform the donating employee, the receiving employee, and both employees' supervisors as to whether the request has been approved or denied.

4. Payments.

Earned time donated will be paid at the base rate of the receiving employee. Donations are paid out in the form of a regular paycheck to the receiving employee with all applicable payroll taxes withheld. Shift differentials do not apply.

**Sec. 7-6 Bereavement Leave**

The Town shall grant leave, with pay to regular full-time and part-time employees for up to three days for the absence caused by the death of a member of the immediate family. The employee may utilize two sick days to cover more time if he/she desires. "Immediate family" means parents, spouse, domestic partner, brother, sister, child, stepchild, stepparents, grandmother, grandfather, mother-in-law, and father-in-law. The Town Manager may allow bereavement leave in other appropriate circumstances.

**Sec. 7-7 Maternity and Paternity Leave**

An employee shall be entitled up to twelve (12) consecutive weeks for maternity leave. The leave shall be unpaid unless she elects to use accumulated vacation or sick leave. Upon completion of the maternity leave, the employee shall return to her regular position of work. Paternity leave of up to four (4) consecutive weeks will be allowed. The leave shall be unpaid unless the employee elects to use accumulated vacation or sick leave.

Employees may be eligible for more extended leave for the birth or adoption of a child pursuant to the Federal Family Medical Leave Act or Maine Family Medical Leave law, and should refer to Sec.'s 7.7 and 7.8.

## **Sec. 7-8 Family Medical Leave of Absence Policy**

### *Purpose*

To define the policy and procedure of the Town with regard to family leave required by the Family and Medical Leave Act of 1993 (FMLA).

### *Policy*

Employees who have worked for the Town for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid leave (FMLA leave) for the following reasons:

- 1) Birth and/or care of a child of the employee;
- 2) Placement of a child into the employee's family by adoption or by a foster care arrangement;
- 3) Care of the employee's spouse, child or parent who has a serious health condition; or
- 4) Inability of the employee to perform the functions of the employee's position due to a serious health condition.

Employees who have worked for the Town for 12 months but for less than 1,250 hours during the past year and are not eligible for Federal Family Medical Leave may be eligible for a 10-week Family Medical Leave under Maine law pursuant to the Maine Family Leave of Absence law as described in Sec. 7-8, and should follow the procedures set forth below to apply for a leave.

The twelve (12)-month period during which the twelve weeks of FMLA leave may be taken is measured forward from the date an employee's first FMLA leave begins, and the next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period. For example, if an employee's first FMLA leave begins on June 1, 2006, the first twelve-month period would be from June 1, 2006 through May 31, 2007. Any subsequent twelve (12)-month period could commence any time after May 31, 2007.

The right to family leave for the birth and/or placement of a child into an employee's family may only be taken within the twelve (12) months after the date of the birth or placement of the child. In

the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted, unless both the employee and the Town agree. If both parents are employed by the Town the combined leave shall not exceed twelve (12) weeks.

For purposes of this policy, a serious health condition means an illness, injury, impairment or physical or mental condition that involves:

- 1) any period of incapacity or treatment in connection with or consequent to in-patient care in a hospital, hospice or residential medical care facility;
- 2) any period of incapacity requiring absence from work or other regular daily activities for more than three (3) calendar days that also involves continuous treatment by or under the supervision of a healthcare provider; or
- 3) continuous treatment by or under the supervision of a healthcare provider for a chronic long-term health condition that is incurable or so serious that if not treated would result in a period of incapacity of more than three (3) calendar days; or
- 4) prenatal care

In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hours basis only if such leave is medically necessary. Where an employee requests intermittent leave or leave on a reduced hours basis due to a family member's or the employee's own serious health condition, the Town has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the employee's regular job. The temporary position will have equivalent pay and benefits as the employee's regular job.

Employees are required to use their available vacation time during the twelve (12) week family leave period, and available sick time is required to be used when family leave is taken because of the employee's serious health condition or to care for a child, spouse or parent who has a serious health condition. The remainder of the leave will be unpaid leave. An employee on a Family Medical Leave may be eligible for benefits under the Income Protection Plan set forth in Sec. 8-5.



When the necessity of leave is foreseeable due to the expected birth or placement of a child, the employee must provide the Town at least thirty (30) days' notice of the employee's intention to take leave. If the date of birth or placement of a child requires the employee's leave to begin in less than thirty (30) days from the date of notice to the Town, the employee must provide such notice as soon as practical. Where the necessity for leave is due to a family member's or employee's own serious health condition and is foreseeable based on planned medical treatment, the employee must:

- 1) give at least thirty (30) days' notice, or as, soon as practical if treatment starts in less than thirty (30) days; and
- 2) make a reasonable effort to schedule the treatment so as not to unduly disrupt the operation of the Town, subject to the approval of the health care provider.

Where the need for leave is unforeseeable, the employee must give notice as soon as practical. Any leave request based on a family member's or employee's own serious health condition must be supported by certification from a healthcare provider. The employee must provide a copy of the certification to the Director of Human Resources in a timely manner. (Fifteen calendar days will be allowed to provide the certification.) Certification from the healthcare provider must contain:

- 1) the date the serious health condition began;
- 2) the possible duration of the condition;
- 3) the appropriate medical facts regarding the condition;
- 4) if the leave is based on the care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that need will continue;
- 5) if the leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job; and
- 6) in the case of intermittent leave or leave on a reduced hours basis for planned medical treatment, the date the treatment is expected to be given and the duration of the treatment.

During family leaves of absence, the Town will continue to pay its portion of the health insurance premiums and the employee must continue to pay his/her share of the premium. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be

required to reimburse the Town for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or circumstances beyond the control of the employee.

During unpaid leave, the employee shall not accrue employment benefits, such as vacation pay, sick pay, pension, etc. Employment benefits accrued by the employee up to the day on which the family leave of absence begins will not be lost.

The Town may require an employee on FMLA leave to report periodically on his/her status and the intention of the employee to return to work, and also periodic recertification of the medical condition. An employee taking leave due to the employee's serious health condition is required to obtain certification that the employee is able to resume work prior to the return from any FMLA leave.

Employees who return to work from family leave of absence within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay, unless (a) their employment with the Town would have terminated if no leave had been taken; (b) they have given notice of their intent to terminate their employment; or (c) they cannot, with or without reasonable accommodations, safely perform the essential functions of the job to which they may be restored. Certain key employees may not enjoy these reinstatement rights.

#### *Procedure*

Applications for family leave of absence must be submitted to the Director of Human Resources in writing and signed by the employee's immediate supervisor. Applications should be submitted at least thirty (30) days before the leave is to commence or as soon as possible if thirty (30) days' notice is not possible. Appropriate forms must be submitted to the Director of Human Resources to initiate a family leave and to return the employee to active status. All necessary forms are available from the Director of Human Resources.

Each employee taking leave which meets the requirements for FMLA leave will be provided the "Response to Your Request for Leave" form.

### **Sec. 7-9 Maine Family Medical Leave**

In accordance with the Maine Family Medical Leave Law, The Town provides family leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill certain family obligations. Employees who have been employed by the Town for at least one year is entitled to take up to 10 consecutive weeks of unpaid leave during any 2-year period for:

- 1) their own serious health condition;
- 2) the birth of their child;
- 3) adoption of a child 16 years of age or younger); or
- 4) to care for the employee's child, spouse, or parent who has a serious health condition.

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by health care provider.

Employees must make a request for family leave in writing to the Director of Human Resources at least 30 days in advance of the intended medical leave, unless prevented by medical emergency. Certification from a physician, other health care provider, or accredited practitioner of the healing methods of a recognized church or religious denomination, must accompany the request for leave, to verify the need for the leave and the amount of leave time request.

If an employee is granted family leave, he/she may elect to use any accrued vacation time, and if the leave is taken because of the employee's serious health condition or the serious health condition of the employee's spouse, child or parent, the employee may utilize any accrued sick leave before taking unpaid leave: Employees will be allowed to continue fringe benefits, such as health insurance, on the same basis as before their leave. Employees may also be eligible for benefits under the Income Protection Plan set forth in Sec. 8-5. Vacation and sick leave do not accrue during unpaid leave.

During leave, employees are expected to keep their supervisor informed of their status and intentions, and to submit additional medical certification if necessary. So that return to work can

be properly scheduled and planned for, employees should provide their supervisor with at least two weeks advance notice of their intended return to work date. Upon expiration of leave, employee will be reinstated to the same position or an equivalent position unless:

- 1) they have given notice of their intent to terminate their employment;
  - 2) they fail to return to work on the agreed-upon return date;
  - 3) they are unable, with or without reasonable accommodation, to safely perform the essential functions of their job; or
  - 4) their position no longer exists for reasons unrelated to their taking of family leave.
- Additional information regarding family leave, as well as all necessary forms for requesting and certifying family leave, are available from the Director of Finance.

#### **Sec. 7-10 Military Leave of Absence**

In accordance with state and federal law, all employees will be granted time off from work for annual training obligations or active service in the United States uniformed services. Employees engaged in active military service will be placed on military leave of absence status. You should advise your supervisor of the dates of your military service as far in advance as possible, unless military necessity prevents such notice. You should confer with your supervisor concerning your rights and the requirements of reemployment.

#### **Sec. 7-11 Jury Duties**

Employees have a legal and civic responsibility to serve on a jury or to appear as a witness, if summoned or subpoenaed, and will be excused from work for as long as they are needed for such duty. Employee must show the jury duty summons or subpoena to their supervisor as soon as possible, so that arrangements can be made to accommodate their absence, and they are expected to keep in touch with their supervisor on a daily basis to advise of their required absence.

Employees are also expected to report to work on days that they are not required to be in court, or partial days when excused early by the court. If they are excused from jury duty because of not being chosen for a trial, they are required to report for work on that day, provided it is early

enough to make such action practical. If they are excused from jury duty because of a holiday that is not observed by the Town, they are expected to report for work on that day.

Regular full-time and part-time employees will be paid the difference between the gross fees, excluding travel expense; they receive from the court and their regular straight time earnings for that week. Any compensation received from the court for jury duty will be deducted from the amount paid by the Town. Employees must report such compensation. Jury duty will not be considered time worked for purposes of computing overtime.

### **Sec. 7-12 Leave for Victims of Domestic Violence**

In accordance with Maine Law, the Town will grant you a reasonable and necessary amount of time off from work without pay if you are a victim of domestic violence, domestic assault, sexual assault or stalking, and you need the time to:

- 1) Prepare for or attend court proceedings,
- 2) Receive medical treatment, or
- 3) Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.

You must request the leave as soon as circumstances make it clear that time off is necessary. Approval of leave will be dependent upon (a) whether your absence will create an undue hardship for the Town, (b) whether you requested leave within a reasonable time, and (c) whether the requested leave is impractical, unreasonable or unnecessary given the facts made available to the Town at the time of your request.

If your leave is approved, you will be required to first use any accrued paid vacation or sick time before taking unpaid leave. Vacation and sick days do not accrue during your leave and holidays are not paid while you are on: leave. You will not be discriminated against, for taking or asking for leave. ·

### **Sec. 7-13 Unpaid Leaves of Absence ·**

An employee of good standing may be granted a leave of absence without pay and insurance· benefits, unless paid by the employee, in the discretion of the Town Manager recommendation of the department head, with such leave not to exceed one year in length, where the leave will not

unreasonably burden the Town or employee's coworkers. The granting of the leave shall protect the employee's existing continuous service for the leave period but shall not count as service time for Maine State Retirement, nor shall vacation or sick leave accrue during the absence, nor the employee receive pay for the municipal holidays. .

**Sec. 7-14 Employee Statuses When All Paid Leave Is Utilized**

When all leave including sick and vacation leave, has been utilized by an employee, and the employee is still unable to return to work, salary payments to the employee shall cease immediately. The Town will no longer pay any amount toward insurances. The employee will then have the opportunity to continue the benefits by paying the full premiums themselves.

**ARTICLE VIII EMPLOYEE BENEFITS, PROGRAMS AND SERVICES**

**Sec. 8-1 Overview**

Regular full- and part-time employees who work at least 30 hours a week are eligible to participate in the Town's benefits programs, currently including health and dental insurance, life insurance, an income protection plan, and a choice between two retirement plans. All employees may be eligible to receive Workers' Compensation insurance or unemployment compensation insurance.

The following is an overview of the Town's current benefit plans. These descriptions are only summaries of the benefits currently provided. For complete details regarding the terms, conditions, restrictions, eligibility requirements and coverage, employees should refer to the summary plan descriptions, which are provided to eligible regular employees, or contact the Director of Human Resources, who will provide Employees with a summary sheet pertaining to the current level of benefits. The Town reserves the right to change or eliminate any benefit plan at any time and for any reason, without advance notice by the Town. In the event of any discrepancy between the summaries contained in these policies and the specific insurance documents or summary plan descriptions, the insurance documents and summary plan descriptions will govern.

## **Sec. 8-2 Health Insurance**

The Town currently provides a group health insurance plan through Maine Municipal Employees Health Trust to help reduce the costs of medical treatment for employees and their dependents. The cost of the premiums is shared between the Town and the employee, and the Town offers a plan to allow employees pay their share of the insurance premiums with pre-tax dollars.

At the time employees become eligible, they will be provided with information on the health insurance plan, and will be given an opportunity to choose the plan that best meets their needs. Eligibility for health insurance begins the first of the month following the date of the employment.

Upon termination of employment, employees may elect continuation of health insurance coverage, under COBRA, for themselves and eligible dependents for a limited time and at their own expense. Alternatively, employees may wish to convert health insurance coverage to an individual policy, according to provisions in the law and the Town's medical insurance contract. Upon notice of termination, employees should contact the Director of Human Resources for the necessary information.

## **Sec. 8-3 Dental Insurance**

The Town currently makes group dental insurance available to eligible and interested employees through Maine Municipal Employees Health Trust. To be eligible to participate in this plan, employees must work at least 30 hours per week. Eligibility for coverage begins the first of the month following the date of employment. The cost of premiums for the dental plan is shared between the Town and the employee, and the employee's contribution may be made on a pre-tax basis through payroll deduction.

## **Sec. 8-4 Group Life Insurance**

The Town currently provides life insurance through Maine Municipal Employees Health Trust in the amount equal to one year's salary at no cost to employees. Employees may purchase additional coverage at their own expense through payroll deduction. When an employee reaches age 70, the amount will equal half of one year's salary, in accordance with the Maine Municipal Employees Health Trust guidelines.

### **Sec. 8-5 Income Protection Plan**

The Town currently makes short term disability insurance (Income Protection) available to eligible and interested employees through Maine Municipal Employees Health Trust. To be eligible to participate in this plan, employees must work at least 37 hours per week. Eligibility for this plan begins the first of the month following the date of employment. The cost of premiums for the base level of income protection is currently paid by the Town, and coverage may be increased at the cost of the employee. See Attachment C

### **Sec. 8-6 Retirement Plans**

The Town offers full-time employees two retirement plan options: Maine State Public Employees Retirement System (MainePERS) and a Section 457 Deferred Compensation Plan account administered by the International City Management Association Retirement Corporation (ICMA-RC). The Town will make contributions to only one of these plans on behalf of all eligible full-time employees. Following are general statements about each plan.

**ICMA-RC:** The Town will contribute a minimum of five percent (5%) of the employee's wages to a Section 457 Deferred Compensation Plan administered through ICMA-RC. Employees may add to that amount or not as they choose, up to the legally allowed maximum. Employees who are members of MainePERS may also contribute to an ICMA-RC plan without any Town contribution.

**MainePERS:** The Town and the participating employee will each contribute the percentage of the employee's wages established annually by MainePERS, except that an employee who is a service retirement plan beneficiary member of MainePERS under Chapter 801: Participating Local District Consolidated Retirement Plan shall, at the discretion of the Town, be responsible for making any contributions to MainePERS required under Chapter 801, Section 14.

Active employees may retire from MainePERS and continue their employment with the Town under the following conditions:

- 1) The employee must be eligible (age and/or years of service) to retire with full MainePERS retirement benefits; (no early retirement).
- 2) The Town does not contribute to MainePERS or any other retirement plan on behalf of the employee.
- 3) The Town will be responsible for any required MainePERS contributions and those contributions will be made weekly through payroll deduction.



- 4) The employee shall enter into a one-year employment agreement with the Town that may be renewed annually at the Town's sole discretion. There shall be no expectation of continued or future Town employment for the employee.
- 5) Consideration will be given to the employee's prior years of service for the purpose of determining the accrual rate for sick and vacation leave. The employment agreement shall specify the rates of accrual

#### **Sec. 8-7 Social Security**

If employees have worked the required length of time and retire, die or become disabled, Social Security provides monthly cash benefits to replace part of their working earnings; through Medicare, funded by Social Security payments, employees may also be eligible for medical insurance after the age of 65. The Social Security program is supported equally by the employee and the Town. Every dollar the employee contributes under the required deduction is matched by the Town and the combined total is forwarded to the employee's Social Security account, administered by the federal government. The amount of your retirement benefit will depend on the employee's pre-retirement earnings and the age at which the employee retires.

#### **Sec. 8-8 Workers' Compensation Insurance**

The Town of Old Orchard Beach shall provide Workers' Compensation insurance coverage for all of its regular employees as governed and applied in accordance with the applicable State of Maine Workers' Compensation Law.

All job-related injuries and/or illnesses shall be immediately reported to the employee's supervisor who, with the employee's assistance, shall submit the first report of injury form. Supervisors are responsible for reporting an injury within twenty-four (24) hours of its occurrence, or their knowledge of the occurrence, regardless of the timing of the employee's first written report.

Employees who are eligible to receive Workers' Compensation benefits will receive the percentage of pay covered by Workers' Compensation for the duration of the Workers Compensation coverage period. Employees will be given the option to use their accumulated sick time to offset the amount paid under Workers Compensation for the duration of Workers' Compensation benefit eligibility period, including during the seven

day waiting period. The weekly amount paid to an employee through the combination of sick time pay and Workers' Compensation benefits during the period of eligibility shall not exceed the employee's regular weekly base pay prior to the injury.

Until such time as the employee is capable of returning to his/her position, the Town may assign the employee to other duties or to another position within the Town on a temporary or regular

basis consistent with the abilities of the employee based on restrictions set by the physician. If the employee refused to carry out the light duty assignment, the employee may be subject to discipline

**Sec. 8-9 Unemployment Compensation Insurance**

In the event an employee is terminated from employment through no fault of his/her own, the employee may be eligible for payments for specified periods under state unemployment law. The Town pays taxes to support this state program and there is no deduction from pay.

**ARTICLE IX MISCELLANEOUS**

**Sec. 9-1 Personnel Records**

The Town maintains personnel records for each employee. An employee may review his or her file(s) and make copies from such files in the presence of the staff member responsible for the files during normal office hours. In order for the employee to perform such a review, he/she must make an appointment, to occur at the convenience of the Town, via written request. See Attachment D.

The Director of Human Resources shall be responsible for maintaining current records regarding compensatory time, vacation time, sick leave and holidays. Department Heads shall be responsible for providing this information on the weekly payroll slips directly to the Treasurer.

**EMPLOYEE RECEIPT AND ACKNOWLEDGEMENT OF PERSONNEL POLICIES AND PROCEDURES**

Adopted June 20, 2023

As part of your orientation, the Town of Old Orchard Beach Municipal Employees Personnel Policies and Procedures manual will provide important information. Please read it thoroughly. The policies have been developed as guidelines and do not constitute conditions of employment. Revisions to the policies may occur from time to time, as the Town deems necessary. When any of the policies are updated, they supersede the policies in this manual and you will be provided with copies of the updates. The Old Orchard Beach Municipal Employee Personnel Policies and Procedures do not constitute an employment contract.

I acknowledge that I have received a copy of the Town of Old Orchard Beach Municipal Employees Personnel Policies and Procedures manual and understand that it is my responsibility to become familiar with its contents.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Attachment A- Smoke Free Workplace Policy- Updated April 28, 2016**

Issue date: January 28, 2014

**Updated: April 28, 2016**

To: All Town Employees, Clients, Contractors & Visitors

Fr: Larry S. Mead, Town Manager

Smoke-Free Workplace Policy

1. Purpose
  - A. The Town of Old Orchard Beach is dedicated to providing a healthful, comfortable and productive work environment for all of our employees, customers, and visitors. This policy covers the smoking of any tobacco product and the use of smokeless or “spit” tobacco and applies to all employees, customers, and visitors.
  - B. The Environmental Protection Agency (EPA) classifies secondhand smoke as a Class A carcinogen. This is a substance, like asbestos, known to cause cancer in humans.
  
2. Regulation
  - A. Because required by law (22 M.R.S.A. § 1580-A) and because of the acknowledged health hazards arising from exposure to secondhand smoke, it will be our policy to provide a smoke-free workplace, **effective February 1, 2014**.
    - 1) There will be no smoking of tobacco products or the use of smokeless or “spit” tobacco within town-owned or leased buildings, including: offices, hallways, restrooms, lunchrooms, elevators, meeting rooms, community areas and garage.
    - 2) There will be no smoking in any town-owned or leased vehicle or equipment.
    - 3) There will be no smoking on town-owned property, except in designated areas.
  
3. Designated Employee Smoking Areas are by law required to be a minimum of 20 feet from entrances and exits of public buildings under Maine smoking laws, and must be away from ventilation and doorways, windows, etc. A sign will mark the designated areas:
  - A. **Town Hall**
    - 1) In the rear parking lot by the storage shed (street side)
  - B. **Fire Department**
    - 1) Rear parking area by the fence between the Fire and Police Departments
  - C. **Police Department**
    - 1) By the fence area at the rear of the Fire Department parking area
  - D. **Recreation/Ballpark Complex**
    - 1) A marked area near the garage with a table
    - 2) Smoking is prohibited in the infield area
  - E. **Public Works**
    - 1) To the left of the building (by employee parking area), approximately 40 feet from the side of the building.
  - F. **Waste Water**
    - 1) To the right of the Administrative building, a picnic table will be located in the designated area.

\*\*Employees notified on: April 28, 2016---

**Attachment B Earned time Donation form**

EARNED TIME DONATION FORM

Name of Employee Donating: \_\_\_\_\_

Amount Wishing to Donate: \_\_\_\_\_ earned time Hours

Signature of Donating Employee: \_\_\_\_\_

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

\*\*\*\*\*

For Human Resources Use Only

Date Received in HR: \_\_\_\_\_

Signature of Receiving Employee's Dept Director: \_\_\_\_\_

Donator's Accrued ET Hours after donation: \_\_\_\_\_

Donator's Base Rate: \_\_\_\_\_

Receiver's Base Rate: \_\_\_\_\_

Approval by: \_\_\_\_\_

Payroll date processed: \_\_\_\_\_

**Attachment C- Income Protection Plan Procedure**

The Town has made it available to all full-time employees the opportunity to participate in an Income Protection plan. This plan is administered through the Maine Municipal Association. Each employee has the opportunity to choose to protect either 55%, or 70% of their base salary.

Employees are eligible for the weekly disability income insurance as outlined above when the inability to work is not work related.

An employee receiving the weekly disability benefit will receive a combination of the disability benefit and accrued sick time or other accrued time (vacation, personal, or comp), once sick hours have been exhausted to bring them up to 100% of their base pay.

Please keep in mind that the first seven (7) days are not covered by this plan.

UNUM will send a check directly to the employee for the elected percent (55% or 70%), & the Town will process the remaining percent of pay (30% or 45%) in payroll & mail the employee their payroll checks. The chart below shows the number of hours that will be paid by UNUM and the Town.

The breakdown will be as follows:

| <b>weekly hours</b> | <b>hours covered with IPP 55% (UNUM check)</b> | <b>hours paid with accrued time with IPP 55% (45% of pay)</b> |  | <b>hours covered with IPP 70% (UNUM check)</b> | <b>hours paid with accrued time with IPP 70% (30% of pay)</b> |
|---------------------|------------------------------------------------|---------------------------------------------------------------|--|------------------------------------------------|---------------------------------------------------------------|
| <b>37</b>           | 20.35                                          | 16.65                                                         |  | 25.9                                           | 11.1                                                          |
| <b>40</b>           | 22                                             | 18                                                            |  | 28                                             | 12                                                            |
| <b>42</b>           | 23.1                                           | 18.9                                                          |  | 29.4                                           | 12.6                                                          |
|                     |                                                |                                                               |  |                                                |                                                               |

In January, the employee will receive a W2 from UNUM as well as a W2 from the Town; both will need to be used when filing taxes.

Employees must notify the Human Resource Office and complete all required forms prior to the start of disability leave if possible. An employee must have sick and/or vacation time and be receiving a paycheck from the Town in order to continue all voluntary deductions and benefits (health, dental, vision, etc.) withheld during payroll processing, as currently available to employees. If an employee does not have sick, vacation, or other accrued time to use during the leave, the employee will be responsible to contact Human Resources to set up a repayment plan for all missed benefits. If an employee terminates employment before completing the repayment, the employee is responsible to pay the remaining amount to the Town in full.

Please contact the Human Resource Office for specifics.

**Attachment D- Personnel File Inspection/Copy Form**

**PERSONNEL FILE: INSPECTION/COPY REQUEST FORM**

Employee/Former Employee Name:

-----

\_\_\_\_\_I am requesting to: \_\_\_\_\_ Inspect my personnel file \_\_\_\_\_ Obtain a copy of my personnel file

\_\_\_\_\_I am designating, in writing, the following representative,  
-----, to:

\_\_\_\_\_ Inspect my personnel file \_\_\_\_\_ Obtain a copy of my personnel file

I understand the following:

- If I am inspecting my personnel file, I may not add, remove or revise any documents.
- Names of non-supervisory employees and other privileged and/or private, third party information will be removed from the records prior to my inspection and/or receiving a copy.
- I may be required to reimburse the Town for the actual cost of reproduction of my personnel file. (one free copy allowed per year by Maine Statute)
- If I am a former employee, I understand that I am limited to one request per year and I may be required to reimburse the Town for any postal expenses related to my request.
- I understand the Town may verify any representative designated by me.

-----  
-----

Signature

Date

**To be completed by Human Resources:**

Date request received: -----

Date of review of file with  
employee/representative: \_\_\_\_\_

Date on which a copy of the  
personnel file was provided  
to the employee/representative: \_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, acknowledge that I have reviewed/received my  
personnel file on

\_\_\_\_\_.

\_\_\_\_\_  
Employee/Former Employee Signature

\_\_\_\_\_  
HR Representative

\_\_\_\_\_  
Date



## **AGENDA ITEM #8222**

**Discussion with Action:** Approve the five-year agreement with Axon Enterprises Inc. in the amount of \$119,714.97 for the purchase of 26 Taser 7 units and accessories with a warranty through 2029. First payment due of \$22,102.64 from account #20197-50330 Debt Service Equipment Replacement with a balance of \$455,500.

Chair: Shawn O'Neill

**Non-Binding Budgetary Estimate**



Axon Enterprise, Inc.  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1 800.978.2737

**Q-477847-45488.807GC**

Issued: 07/15/2024

Quote Expiration: 07/30/2024

Estimated Contract Start Date: 11/15/2024

Account Number: 250760

Payment Terms: N30

Delivery Method:



| SHIP TO                                                                                                           | BILL TO                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| OLD ORCHARD BEACH POLICE DEPT. -ME<br>16 E Emerson Cummings Blvd<br>Old Orchard Beach,<br>ME<br>04064-1460<br>USA | OLD ORCHARD BEACH POLICE DEPT. -ME<br>16 E Emerson Cummings Blvd<br>Old Orchard Beach<br>ME<br>04064-1460<br>USA<br>Email: |

| SALES REPRESENTATIVE                                                 | PRIMARY CONTACT                                                             |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Gabriel Cruz<br>Phone: 571-621-2970<br>Email: gcruz@axon.com<br>Fax: | Kyle Sheehan<br>Phone: 207-937-5804<br>Email: ksheehan@oobmaine.com<br>Fax: |

**Quote Summary**

|                               |                     |
|-------------------------------|---------------------|
| Program Length                | 60 Months           |
| <b>TOTAL COST</b>             | <b>\$119,714.97</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$119,714.97</b> |

**Discount Summary**

|                          |                    |
|--------------------------|--------------------|
| Average Savings Per Year | \$2,461.06         |
| <b>TOTAL SAVINGS</b>     | <b>\$12,305.28</b> |

**Non-Binding Budgetary Estimate**

**Payment Summary**

| <b>Date</b>  | <b>Subtotal</b>     | <b>Tax</b>    | <b>Total</b>        |
|--------------|---------------------|---------------|---------------------|
| Oct 2024     | \$22,102.64         | \$0.00        | \$22,102.64         |
| Oct 2025     | \$22,986.73         | \$0.00        | \$22,986.73         |
| Oct 2026     | \$23,906.20         | \$0.00        | \$23,906.20         |
| Oct 2027     | \$24,862.45         | \$0.00        | \$24,862.45         |
| Oct 2028     | \$25,858.95         | \$0.00        | \$25,858.95         |
| <b>Total</b> | <b>\$119,714.97</b> | <b>\$0.00</b> | <b>\$119,714.97</b> |

**Non-Binding Budgetary Estimate**

Quote Unbundled Price: \$132,020.25  
 Quote List Price: \$123,518.25  
 Quote Subtotal: \$119,714.97

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item                       | Description                    | Qty | Term | Unbundled | List Price | Net Price | Subtotal     | Tax    | Total        |
|----------------------------|--------------------------------|-----|------|-----------|------------|-----------|--------------|--------|--------------|
| <b>Program</b>             |                                |     |      |           |            |           |              |        |              |
| C00008                     | BUNDLE - TASER 7 CERTIFICATION | 26  | 60   | \$81.28   | \$75.83    | \$72.66   | \$113,349.60 | \$0.00 | \$113,349.60 |
| <b>A la Carte Hardware</b> |                                |     |      |           |            |           |              |        |              |
| T7 Dock                    | T7 Dock                        | 3   | 60   |           | \$1,741.15 | \$35.36   | \$6,365.37   | \$0.00 | \$6,365.37   |
| <b>Total</b>               |                                |     |      |           |            |           | \$119,714.97 | \$0.00 | \$119,714.97 |

**Delivery Schedule**

**Hardware**

| Bundle                         | Item  | Description                                                 | QTY | Shipping Location | Estimated Delivery Date |
|--------------------------------|-------|-------------------------------------------------------------|-----|-------------------|-------------------------|
| BUNDLE - TASER 7 CERTIFICATION | 20008 | AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW     | 26  |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 20018 | AXON TASER - BATTERY PACK - TACTICAL                        | 31  |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 20050 | AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT             | 1   |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 20062 | AXON TASER 7 - HOLSTER - BLACKHAWK RH                       | 23  |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 20067 | AXON TASER 7 - HOLSTER - BLACKHAWK LH                       | 3   |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS    | 78  |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS    | 52  |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS  | 78  |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS  | 52  |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 22177 | AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS                 | 52  |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 22178 | AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS              | 52  |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 22179 | AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS   | 26  |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 22181 | AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS | 26  |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY                       | 1   |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA                  | 1   |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 74200 | AXON TASER - DOCK - SIX BAY PLUS CORE                       | 1   |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 80087 | AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED    | 1   |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 80090 | AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN    | 1   |                   | 10/15/2024              |
| T7 Dock                        | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY                       | 3   |                   | 10/15/2024              |
| T7 Dock                        | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA                  | 3   |                   | 10/15/2024              |

**Non-Binding Budgetary Estimate**

**Hardware**

| Bundle                         | Item  | Description                                                | QTY | Shipping Location | Estimated Delivery Date |
|--------------------------------|-------|------------------------------------------------------------|-----|-------------------|-------------------------|
| T7 Dock                        | 74200 | AXON TASER - DOCK - SIX BAY PLUS CORE                      | 3   |                   | 10/15/2024              |
| BUNDLE - TASER 7 CERTIFICATION | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS   | 52  |                   | 10/15/2025              |
| BUNDLE - TASER 7 CERTIFICATION | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 52  |                   | 10/15/2025              |
| BUNDLE - TASER 7 CERTIFICATION | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS   | 52  |                   | 10/15/2026              |
| BUNDLE - TASER 7 CERTIFICATION | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 52  |                   | 10/15/2026              |
| BUNDLE - TASER 7 CERTIFICATION | 22177 | AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS                | 52  |                   | 10/15/2026              |
| BUNDLE - TASER 7 CERTIFICATION | 22178 | AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS             | 52  |                   | 10/15/2026              |
| BUNDLE - TASER 7 CERTIFICATION | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS   | 52  |                   | 10/15/2027              |
| BUNDLE - TASER 7 CERTIFICATION | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 52  |                   | 10/15/2027              |
| BUNDLE - TASER 7 CERTIFICATION | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS   | 52  |                   | 10/15/2028              |
| BUNDLE - TASER 7 CERTIFICATION | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 52  |                   | 10/15/2028              |

**Software**

| Bundle                         | Item  | Description                       | QTY | Estimated Start Date | Estimated End Date |
|--------------------------------|-------|-----------------------------------|-----|----------------------|--------------------|
| BUNDLE - TASER 7 CERTIFICATION | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 26  | 11/15/2024           | 11/14/2029         |
| BUNDLE - TASER 7 CERTIFICATION | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 1   | 11/15/2024           | 11/14/2029         |

**Services**

| Bundle                         | Item   | Description                                                | QTY |
|--------------------------------|--------|------------------------------------------------------------|-----|
| BUNDLE - TASER 7 CERTIFICATION | 101193 | AXON TASER - ON DEMAND CERTIFICATION                       | 1   |
| BUNDLE - TASER 7 CERTIFICATION | 20246  | AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 26  |

**Warranties**

| Bundle                         | Item  | Description                                     | QTY | Estimated Start Date | Estimated End Date |
|--------------------------------|-------|-------------------------------------------------|-----|----------------------|--------------------|
| BUNDLE - TASER 7 CERTIFICATION | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 31  | 10/15/2025           | 11/14/2029         |
| BUNDLE - TASER 7 CERTIFICATION | 80395 | AXON TASER 7 - EXT WARRANTY - HANDLE            | 26  | 10/15/2025           | 11/14/2029         |
| BUNDLE - TASER 7 CERTIFICATION | 80396 | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 | 1   | 10/15/2025           | 11/14/2029         |
| T7 Dock                        | 80396 | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 | 3   | 10/15/2025           | 11/14/2029         |

**Non-Binding Budgetary Estimate**

**Shipping Locations**

| Location Number | Street                     | City              | State | Zip        | Country |
|-----------------|----------------------------|-------------------|-------|------------|---------|
|                 | 16 E Emerson Cummings Blvd | Old Orchard Beach | ME    | 04084-1460 | USA     |

**Payment Details**

| <b>Oct 2024</b> |        |                                |     |                    |               |                    |
|-----------------|--------|--------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan    | Item   | Description                    | Qty | Subtotal           | Tax           | Total              |
| Year 1          | C00008 | BUNDLE - TASER 7 CERTIFICATION | 26  | \$20,927.42        | \$0.00        | \$20,927.42        |
| Year 1          | T7Dock | T7 Dock                        | 3   | \$1,175.22         | \$0.00        | \$1,175.22         |
| <b>Total</b>    |        |                                |     | <b>\$22,102.64</b> | <b>\$0.00</b> | <b>\$22,102.64</b> |
| <b>Oct 2025</b> |        |                                |     |                    |               |                    |
| Invoice Plan    | Item   | Description                    | Qty | Subtotal           | Tax           | Total              |
| Year 2          | C00008 | BUNDLE - TASER 7 CERTIFICATION | 26  | \$21,764.50        | \$0.00        | \$21,764.50        |
| Year 2          | T7Dock | T7 Dock                        | 3   | \$1,222.23         | \$0.00        | \$1,222.23         |
| <b>Total</b>    |        |                                |     | <b>\$22,986.73</b> | <b>\$0.00</b> | <b>\$22,986.73</b> |
| <b>Oct 2026</b> |        |                                |     |                    |               |                    |
| Invoice Plan    | Item   | Description                    | Qty | Subtotal           | Tax           | Total              |
| Year 3          | C00008 | BUNDLE - TASER 7 CERTIFICATION | 26  | \$22,635.09        | \$0.00        | \$22,635.09        |
| Year 3          | T7Dock | T7 Dock                        | 3   | \$1,271.11         | \$0.00        | \$1,271.11         |
| <b>Total</b>    |        |                                |     | <b>\$23,906.20</b> | <b>\$0.00</b> | <b>\$23,906.20</b> |
| <b>Oct 2027</b> |        |                                |     |                    |               |                    |
| Invoice Plan    | Item   | Description                    | Qty | Subtotal           | Tax           | Total              |
| Year 4          | C00008 | BUNDLE - TASER 7 CERTIFICATION | 26  | \$23,540.48        | \$0.00        | \$23,540.48        |
| Year 4          | T7Dock | T7 Dock                        | 3   | \$1,321.97         | \$0.00        | \$1,321.97         |
| <b>Total</b>    |        |                                |     | <b>\$24,862.45</b> | <b>\$0.00</b> | <b>\$24,862.45</b> |
| <b>Oct 2028</b> |        |                                |     |                    |               |                    |
| Invoice Plan    | Item   | Description                    | Qty | Subtotal           | Tax           | Total              |
| Year 5          | C00008 | BUNDLE - TASER 7 CERTIFICATION | 26  | \$24,482.10        | \$0.00        | \$24,482.10        |
| Year 5          | T7Dock | T7 Dock                        | 3   | \$1,374.85         | \$0.00        | \$1,374.85         |
| <b>Total</b>    |        |                                |     | <b>\$25,856.95</b> | <b>\$0.00</b> | <b>\$25,856.95</b> |

**Non-Binding Budgetary Estimate**

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

**Exceptions to Standard Terms and Conditions**

Agency has existing contract #00017054 originated via Q-99720 that ended effective 6/15/2023.



## AGENDA ITEM #8223

**Discussion with Action:** Accept the quotes from Casco Bay Ford and Allied Equipment for the purchase of two F-600 trucks to be completely outfitted for plowing, with a 10 Year Warranty for a total price of \$305,320 to be financed through a lease purchase agreement with Androscoggin Bank at 5.25% (tax exempt) with 5 annual payments in the amount of \$67,467.25 from account 20197-50330 Debt Service Equipment Replacement with a balance of \$455,500.

Chair: Shawn O'Neill



## Council Information

Department: Public Works

Meeting date: August 6, 2024

Subject: Purchase two (2) Ford F-600's

Commentary: Within the FY25 budget the public works department was funded for the purchase of two (2) Ford F-600's. These trucks will be outfitted with a dump body, sander, plow and wing. The trucks will be used for general transportation, towing and plowing secondary roads as well as main roads if needed. A 10 year/100,000 mile/\$100 deductible warranty for the cab and chassis is extra at a cost of \$5,910 per truck. This warranty covers over 1000 components. I've included warranty information in the packet.

Information included: Quote from Casco Bay Ford for \$68,950 per truck, Arundel Ford for \$67,942, Yankee Ford for \$72,244 and Rowe Ford for \$75,533.

Recommendation: The lowest price from Arundel Ford includes a 3-4 month delivery time. The second lowest price from Casco Bay Ford includes immediate delivery. If we can get immediate delivery there is a chance, we can get the outfitted before the end of the year and in time for snow. For these reasons I am recommending we purchase from Casco Bay Ford for \$68,950 per truck.

### **Discussion with action:**

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent



July 17<sup>th</sup>, 2024

Town of Old Orchard Beach  
Public Works Department  
1 Portland Ave.  
OOB, Me 04064

Attn: Chris White

Re Bid: 2-2024 Ford F-600 cab chassis

Casco Bay Ford is please to provide the following:

2- 2024 F-600 cab chassis, 4x4, diesel Eng.

All Spec provided are met. Delivery immediate availability.

Cost per truck delivered: \$68,950.00

Please feel free to call with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Berwick", is written over a horizontal line.

Bob Berwick  
Commercial Sales Manager

OHI-000260

N/E

9-HORRALL, JR., 100260, RF171

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TIN CERT. SER. CERT. TRD. RAVER. BURE. CAMP. LEON. EXPL. ROT. I

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85/374

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ford.com

VEHICLE DESCRIPTION

# SUPER DUTY

2024 F600 4X4 REG CHASSIS  
XL 145" WB CHASSIS CAB  
6.7L POWER STROKE V8 DIESEL  
10-SPEED AUTO TOROSHIFT

## RD A22533

EXTERIOR  
DARK RED  
INTERIOR  
MEDIUM DARK SLATE CLOTH

### STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- HEADLAMPS - AUTO LAMP
  - MIRRORS - HD, PWR GLASS/
  - MANUAL-FOLD/TURN SIGNALS
  - ROOF CLEARANCE LIGHTS
  - TOW HOOKS
  - TRAILER BRAKE CONTROLLER
  - TRAILER SWAY CONTROL
  - TRAILER TOW WIRE HARNESS
  - WIPERS - INTERMITTENT\*

- INTERIOR**
- 4.2" PRODUCTIVITY SCREEN
  - AIR COND, MANUAL FRONT
  - BLACK VINYL FLOOR COVERING
  - OUTSIDE TEMP DISPLAY
  - PARTICULATE AIR FILTER
  - POWER LOCKS AND WINDOWS
  - STEERING/TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
  - UPFITTER SWITCHES

- FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
  - FORWARD/REVERSE CAMERA
  - HILLSIDE DESCENT CONTROL
  - HILL START ASSIST
  - JEWEL EFFECT HEADLAMPS
  - REMOTE KEYLESS ENTRY
  - STABILIZER BAR, FRONT/REAR
  - SYNC®4 W/B\* SCREEN

- SAFETY/SECURITY**
- ADVANCED TRAC WITH RSC®
  - AIRBAGS - SAFETY CANOPY®
  - BELT-RINDER CHIME
  - DRIVER/PASSENGER AIR BAGS
  - SECURITY LOCK® ANTI-THEFT SYS
  - SOS POST-CRASH ALERT SYS™
- WARRANTY**
- 3-YEAR/50,000 MILE POWERTRAIN
  - 5-YEAR/100,000 MILE ROADSIDE ASSIST
  - 5-YEAR/100,000 MILE DIESEL ENGINE

### INCLUDED ON THIS VEHICLE

(MSRP)

### OPTIONAL EQUIPMENT/OTHER

- 1021-15080/2622ME0286
- 6.7L POWER STROKE V8 DIESEL
- 10-SPEED AUTO TOROSHIFT
- 24.5/70R19.5 TRACTION 6 TIRES
- 4.38 RATIO LIMITED SLIP AXLE
- RAPID HEAT SUPPLEMENTAL HEATER
- FRONT LICENSE PLATE BRACKET
- PLATONIA RUNNING BOARDS
- 22000# GVWR PACKAGE
- ENGINE BLOCK HEATER
- 50 STATE EMISSIONS
- SNOW PLOW PREP PACKAGE
- 49 GAL AFT OF AXLE FUEL TANK
- 410 AMP ALTERNATOR
- EXTENDED BATTERY ALUMINUM
- DUAL BATTERY
- PLUMBERS MATEMERA & PREP KIT
- CLONING ADMIN/CONSULE/40 SEAT

- 9,995.00
- NO CHARGE
- 215.00
- NO CHARGE
- 250.00
- NO CHARGE
- 320.00
- 100.00
- NO CHARGE
- 260.00
- NO CHARGE
- 175.00
- NO CHARGE
- 415.00
- 515.00

PRICE INFORMATION  
BASE PRICE 560,410.00  
TOTAL OF MONTHS OTHER 12,235.00  
TOTAL VEHICLE & OPTIONS OTHER 72,645.00  
DESTINATION & DELIVERY 1,995.00

(MSRP)

|      |      |
|------|------|
| RA04 | RA04 |
|------|------|

|      |      |
|------|------|
| RA04 | RA04 |
|------|------|

TOTAL MSRP \$74,640.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

**SPECIAL ORDER**  
RF171 N RB 2X 415 000260 06 17 24

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).



1DFR6L77RDA22533

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Calculate personalized estimates and compare vehicles

**47 BUILT YEARS TOUGH**

**F-SERIES AMERICAS BEST SELLING TRUCKS**

**FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE**

**EPA Fuel Economy and Environment**

**FORD PROTECT™**

Based on Ford Protect™. The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer for visit [www.ford.com/protect](http://www.ford.com/protect).

Scan QR code to learn more

## Chris White

---

**From:** Bob Berwick <bob@cascobayford.com>  
**Sent:** Monday, July 29, 2024 1:19 PM  
**To:** Chris White  
**Cc:** Jarvis Grant  
**Subject:** RE: F-600 Bid  
**Attachments:** 64172\_1637b-FP-PremiumCARE-2024 (2).pdf; 64172\_1637b-FP-PremiumCARE-2024 (2).pdf

\*\*\*EXTERNAL\*\*\*

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

Hi Chris,

I have brochures for 2 plans, one is premium care( as close to the bumper-to-bumper factory coverage as possible) and the other is a Base Care Plan ( basic powertrain and a few other options)

Both have a \$100.00 deductible and are a Ford Product back by Ford Motor Company.

Prices are for a 10-year, or 100,000 miles or 4000 hours engine time.

For the Premium Care plan \$5910.00

Ford The Base Care plan \$4430.00

I'll tag the trucks for you. The First has arrived, the 2<sup>nd</sup> will be leaving the plant next week.

**Bob Berwick**  
*Commercial Sales Manager*

E: [bob@cascobayford.com](mailto:bob@cascobayford.com)  
P: (207) 846-5577  
F: (207) 846-0518  
A: 1213 US Rt-1, Yarmouth, ME, 04096



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**From:** Chris White <cwhite@oobmaine.com>  
**Sent:** Monday, July 29, 2024 12:54 PM

**To:** Bob Berwick <bob@cascobayford.com>  
**Cc:** Jarvis Grant <jgrant@oobmaine.com>  
**Subject:** RE: F-600 Bid

Bob,

Based on price and delivery date I will be recommending we purchase two (2) F-600's from you. The last thing I need is a price and terms on an extended warranty. We keep trucks at least ten years and typically put less than 10,000 miles a year on them. I'm hoping as a municipality we are eligible. If you could get me that info today it would be great. I'm trying to get it together so I can turn in all the info by this Thursday.

Thank you



*Memories Start Here*

Christopher White  
Old Orchard Beach Wastewater/Public Works Superintendent  
103 Smithwheel Road  
(207) 934-2250

---

**From:** Bob Berwick <bob@cascobayford.com>  
**Sent:** Thursday, July 18, 2024 9:13 AM  
**To:** Chris White <cwhite@oobmaine.com>  
**Subject:** F-600 Bid

\*\*\*EXTERNAL\*\*\*

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

Hi Chris,

Per your request for proposal for 2-2024 F-600 cab chassis, 4x4 diesel.

I have attached the specs and pricing, currently we have 2 trucks in stock that meet all specifications provided. They are available for immediate delivery.

**Bob Berwick**  
*Commercial Sales Manager*

**Drive On with Added Coverage.**

With a Ford Protect Incomplete vehicle extended service plan, you are protected from unforeseen covered repairs on your vehicle for up to the earlier of 10 years or 175,000 miles.



That's well beyond the New Vehicle Limited Warranty that comes with your vehicle. Now is the time to protect your investment with a

Ford Protect Incomplete vehicle extended service plan.

**Find the coverage that is right for you.**

We know that every vehicle, every driver and every budget is different. That's why we offer you a variety of time, mileage and component coverage options when choosing additional protection for your Incomplete vehicle.

- Ford Protect PremiumCARE extended service plan has more than **1,000 covered components**
- Ford Protect ExtraCARE extended service plan has **113 covered components**
- Ford Protect BaseCARE extended service plan has **84 covered components**
- Ford Protect PowertrainCARE extended service plan has **29 covered components**



**Interior/Exterior Lighting.\***

- Available coverage includes repair or replacement of LED and HID lamp assemblies and all incandescent and halogen bulbs

\* Only available on Ford Protect PremiumCARE extended service plans.



**Drive On for Miles.**

Based on your driving needs, you can customize a Ford Protect Incomplete extended service plan that's right for you.

| NEW PLAN TIME AND MILEAGE OPTIONS<br>Available within New Vehicle Limited Warranty<br>(Coverage ends at the earlier of years or mileage) |         |         |         |         |         |         |         |          |   |
|------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|----------|---|
| Plan Length or Miles Covered                                                                                                             | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years |   |
| 75,000 Miles                                                                                                                             | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        | ✓ |
| 100,000 Miles                                                                                                                            | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        | ✓ |
| 125,000 Miles                                                                                                                            | ■       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        | ✓ |
| 150,000 Miles                                                                                                                            | ■       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        | ✓ |
| 175,000 Miles                                                                                                                            | ■       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        | ✓ |

| USED PLAN TIME AND MILEAGE OPTIONS<br>(Coverage ends at the earlier of years or mileage) |                            |                             |                             |                             |                             |                             |
|------------------------------------------------------------------------------------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Plan Length/ Miles Covered<br>Vehicle Mileage                                            | 1 Year/<br>12,000<br>Miles | 2 Years/<br>24,000<br>Miles | 3 Years/<br>36,000<br>Miles | 4 Years/<br>48,000<br>Miles | 5 Years/<br>60,000<br>Miles | 6 Years/<br>75,000<br>Miles |
| 0-40,000 Miles                                                                           | ✓                          | ✓                           | ✓                           | ✓                           | ✓                           | ✓                           |
| 40,001-60,000 Miles                                                                      | ✓                          | ✓                           | ✓                           | ✓                           | ✓                           | ✓                           |
| 60,001-80,000 Miles                                                                      | ✓                          | ✓                           | ✓                           | ✓                           | ✓                           | ■                           |
| 80,001-100,000 Miles                                                                     | ✓                          | ✓                           | ✓                           | ■                           | ■                           | ■                           |
| 100,001-120,000 Miles                                                                    | ✓                          | ✓                           | ✓                           | ■                           | ■                           | ■                           |

■ Not offered.

**DEDUCTIBLE OPTIONS**

| STANDARD | OPTIONAL       |
|----------|----------------|
| \$100    | \$0 and \$200, |

Drive On with Confidence.



The Ford Protect extended service plan is 100% backed by Ford Motor Company.



Service provided at Ford and Lincoln dealerships in the U.S., Canada and Mexico.



**Limit out-of-pocket expenses.**

- Pay only your deductible, if any, per covered repair visit



**Ford-Authorized parts and service.**

- Covered repairs are made with Ford-authorized parts by factory-trained and certified technicians



**24-hour Roadside Assistance.**

- Includes tire change, lockout, out-of-fuel and battery jump-start assistance
- Towing Assistance (up to \$200 per occurrence)
- Emergency Travel Expense (up to \$1,000 within the first 5 days per occurrence)
- Destination Assistance (up to \$75)
- Call 1-800-241-3673



**Rental coverage.**

- Standard coverage includes \$60 a day for up to 10 days for covered repairs



**Interest-free payment option.**

- 0% APR interest-free Installment Payment Plan with flexible payment options is available when the extended service plan is not included in the vehicle financing; everyone qualifies, making it the smart choice.



**For Cab and Chassis/Incomplete Vehicles:**

- Coverage begins with the original in-service date (New Vehicle Limited Warranty start date) and zero miles or hours and expires at the earlier of the number of months purchased or the number of miles or hours purchased
- For vehicles with more than 36,000 miles, plans must be purchased anytime within 5 years, 100,000 miles or 4,000 hours of the original in-service date
- An online Used Vehicle Inspection Checklist must be completed for vehicles outside their New Vehicle Limited Warranty



FORD PROTECT®

This brochure is intended to provide general information about an Incomplete Vehicle extended service plan offered by Ford Protect. Prices and plan details may have changed after the brochure was printed. Plan availability, benefits, coverage and provider may vary by state. Please refer to your plan's service contract for the actual terms and conditions, including a list of covered repairs.

In Florida, Ford Protect is a Service Contract from Ford Motor Service Company (License #42722).

In Texas, Ford Protect is a Service Contract from Ford Motor Service Company (License #SCP-165).

24FLP-INCBRCH-F  
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Printed in the U.S.A.

October 2023

FORD PROTECT®

## Incomplete Vehicle Plans

EXTENDED SERVICE PLAN







### Drive On with First-Class Service.

Ford Protect PremiumCARE coverage is 100% backed by Ford Motor Company.

- Service provided at Ford and Lincoln dealerships in the U.S., Canada and Mexico
- Ford-authorized parts used for covered repairs
- Factory-trained and certified technicians

### Drive On with Valuable Benefits.

Ford Protect PremiumCARE coverage is there when you need it with 24-hour Roadside Assistance.

- Includes tire change, lockout, out-of-fuel and battery jump-start assistance
- Towing Assistance (up to \$100 per occurrence)
- Emergency Travel Expense (up to \$1,000 within the first 5 days per occurrence)
- Destination Assistance (up to \$75)

Call 1-800-241-3673

### Rental vehicle benefits.

- Standard coverage includes \$60 a day for up to 10 days for covered repairs

### Drive On with Key Services.

Key Services is an optional benefit within your Ford Protect PremiumCARE coverage. The technology in today's keys/key fobs makes it expensive to replace.

- Your optional Ford Protect Key Services benefit will replace your key(s) and/or fob(s) if they are:
  - Misplaced
  - Damaged and will not work

\*Not available for Cab/Chassis and Incomplete plans.

### Drive On with Personal Service.

Ford Protect Pickup and Delivery Option. This option provides convenient, personalized service, which allows you more free time rather than spending your valuable time in a dealership. Service includes:

- Pickup & delivery
- For loaner benefits, First-Day Rental Option must be included
- Mobile service option

### For New Ford Protect Plans:

- Coverage begins with the original in-service date (New Vehicle Limited Warranty start date) and 200 miles or hours. Your selected coverage expires upon reaching the earliest of time or mileage.

### For Used Ford Protect Plans:

- Eligible Ford and Lincoln vehicles that have New Vehicle Limited Warranty remaining at the time of purchase – coverage begins at the signature date and current mileage. Coverage ends at the earlier of the number of months purchased or the number of miles purchased from the expiration of the New Vehicle Limited Warranty.

### Vehicles outside the New Vehicle Limited Warranty

- Coverage for Ford and Lincoln vehicles beyond the New Vehicle Limited Warranty and all competitive make vehicles begins at the signature date and current mileage. Your selected coverage expires upon reaching the earliest of time or mileage.

### For Cab and Chassis/Incomplete Vehicles:

- A variety of time/mileage/hour options and deductibles are available:
  - For 100,000 miles: within 5 years, 100,000 miles or 4,000 hours of the original in-service date.
  - For 150,000/750: within the New Vehicle Limited Warranty.
- Coverage begins with the original in-service date (New Vehicle Limited Warranty start date) and zero miles or hours. Your selected coverage expires upon reaching the earliest of time, mileage or hours.

0% APR Interest-free Installment Payment Plan! Flexible payment options are available when the extended service plan is not included in the vehicle financing; everyone qualifies, making it the smart choice.



This brochure is intended to provide general information about a PremiumCARE extended service plan offered by Ford Protect. Prices and plan details may have changed after the brochure was printed. Plan availability, benefits, coverage and provider may vary by state. Please refer to your plan's service contract for the actual terms and conditions, including a list of covered repairs. In Florida, Ford Protect is a Service Contract from Ford Motor Service Company (License #SC1323). In Texas, Ford Protect is a Service Contract from Ford Motor Service Company (License #SCP-185).



<https://fordprotect.ford.com/0ppremiumcare>

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October 2017

## FORD PROTECT

# PremiumCARE

EXTENDED SERVICE PLAN

Drive On with Confidence.

Relax and Drive On.

With a Ford Protect PremiumCARE extended service plan, you are protected from unforeseen covered repairs on your vehicle for up to the earlier of 10 years or 175,000 miles.

That's well beyond the New Vehicle Limited Warranty that comes with your vehicle. Now is the time to protect your investment with a Ford Protect PremiumCARE extended service plan.

Why Ford Protect PremiumCARE coverage is such a great value.

The price for parts and labor to repair many major components can be significant. One repair bill can easily exceed the price of your Ford Protect PremiumCARE coverage. It's clear that this coverage can quickly pay for itself!

Engine\* \$7,063  
Steering Gear\* \$1,961  
Transmission\* \$7,919



Lane-Keeping System \$1,711  
Headlamp & Taillamp Assembly \$2,855  
AC Evaporator Core\* \$1,034

1000+ COVERED COMPONENTS

|                                              | DEDUCTIBLE OPTIONS |                                |
|----------------------------------------------|--------------------|--------------------------------|
|                                              | STANDARD           | OPTIONAL                       |
| New Ford and Competitive make Vehicle Plans  | \$100              | \$0, \$50, \$200, Disappearing |
| Used Ford and Competitive make Vehicle Plans | \$100              | \$50, \$200, Disappearing      |

\*These examples are based on an average estimated U.S. retail repair cost for a Ford Explorer. Actual repair costs will vary by vehicle and driver location.

Based on your driving needs, you can customize a Ford Protect PremiumCARE extended service plan that's right for you.

### NEW PLAN TIME AND MILEAGE OPTIONS Available within New Vehicle Limited Warranty

| Plan Length or Miles Covered (Coverage ends at the earlier of years or mileage) | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years |
|---------------------------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|----------|
| 36,000 Miles                                                                    | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        |
| 48,000 Miles                                                                    | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        |
| 60,000 Miles                                                                    | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        |
| 75,000 Miles                                                                    | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        |
| 85,000 Miles                                                                    | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        |
| 100,000 Miles                                                                   | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        |
| 125,000 Miles                                                                   | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        |
| 150,000 Miles                                                                   | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        |
| 175,000 Miles                                                                   | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓       | ✓        |

■ Not offered

### USED PLAN TIME AND MILEAGE OPTIONS Available Beyond the New Vehicle Limited Warranty

Coverage lengths range from 1 year/10,000 miles to 6 years/75,000 miles for Model Year 2010 and newer vehicles.





# Purchase Agreement

Samir Choudhry  
 Arundel Ford  
 1561 Portland Rd Rt1  
 Arundel, ME 04046

| Buyer                                                                                                                                    | Co-Buyer | Vehicle                                     |
|------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------|
| Town of Old Orchard Beach<br>Chris White<br>103 Smithwheel Rd<br>Old Orchard Beach, ME 04064<br>E: (207) 934-2250<br>cwhite@oobmaine.com |          | 0<br>VIN:<br>Stock #:<br>Mileage:<br>Color: |

Truck #1

| Purchase Details          |                    |
|---------------------------|--------------------|
| Sales Price:              | \$67,942.00        |
| Accessories:              | \$0.00             |
| Service Contract:         | \$0.00             |
| GAP:                      | \$0.00             |
| Government Fees:          | \$0.00             |
| Proc/Doc Fees:            | \$0.00             |
| Total Taxes:              | \$0.00             |
| <b>Total Sales Price:</b> | <b>\$67,942.00</b> |
| Trade Allowance:          | \$0.00             |
| Trade Payoff:             | \$0.00             |
| Trade Equity:             | \$0.00             |
| Rebate:                   | \$0.00             |
| Cash Down:                | \$0.00             |
| <b>Cash Price:</b>        | <b>\$67,942.00</b> |

X

\_\_\_\_\_  
 Customer Signature

\_\_\_\_\_  
 Date

X

\_\_\_\_\_  
 Manager Signature

\_\_\_\_\_  
 Date

Disclaimer:

Printed 7/19/24 9:51 AM



Preview Order V288 - F6L 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 07/16/2024 11:57:14 Receipt: 7/16/2024

Dealership Name: Arundel Ford

Truck # 1

Sales Code : F11556

|               |                |               |       |              |           |             |      |
|---------------|----------------|---------------|-------|--------------|-----------|-------------|------|
| Dealer Rep.   | Samir Choudhry | Type          | Fleet | Vehicle Line | Superduty | Order Code  | V288 |
| Customer Name | TwnOfOldOrBch  | Priority Code | H2    | Model Year   | 2024      | Price Level | 430  |

| DESCRIPTION                   | MSRP    | DESCRIPTION                  | MSRP            |
|-------------------------------|---------|------------------------------|-----------------|
| F600 4X4 CHASSIS CAB DRW/145  | \$60910 | PLATFORM RUNNING BOARDS      | \$320           |
| 145 INCH WHEELBASE            | \$0     | 22000# GVWR PACKAGE          | \$0             |
| TOTAL BASE VEHICLE            | \$60910 | 50 STATE EMISSIONS           | \$0             |
| OXFORD WHITE                  | \$0     | 120V/400W OUTLET             | \$175           |
| CLOTH 40/MINI-CONSOLE/40 SEAT | \$515   | SNOW PLOW PREP PACKAGE       | \$250           |
| MEDIUM DARK SLATE             | \$0     | 40 GAL AFT OF AXLE FUEL TNK  | \$0             |
| PREFERRED EQUIPMENT PKG.680A  | \$0     | 350 AMP ALTERNATOR           | \$0             |
| .XL TRIM                      | \$0     | EXTERIOR BACKUP ALARM        | \$175           |
| .AIR CONDITIONING -- CFC FREE | \$0     | DUAL BATTERY                 | \$0             |
| .AM/FM STEREO MP3/CLK         | \$0     | REAR VIEW CAMERA & PREP KIT  | \$415           |
| 6.7L POWER STROKE V8 DIESEL   | \$10495 | SPECIAL FLEET ACCOUNT CREDIT | \$0             |
| 10-SPEED AUTO TORQSHIFT       | \$0     | FUEL CHARGE                  | \$0             |
| 245/70R19.5G BSW ALL POSITION | \$0     | PRICED DORA                  | \$0             |
| 4.30 RATIO LIMITED SLIP AXLE  | \$0     | ADVERTISING ASSESSMENT       | \$0             |
| JOB #2 ORDER                  | \$0     | DESTINATION & DELIVERY       | \$1995          |
| FRONT LICENSE PLATE BRACKET   | \$0     |                              |                 |
| TOTAL BASE AND OPTIONS        |         |                              | MSRP<br>\$75250 |
| DISCOUNTS                     |         |                              | NA              |
| TOTAL                         |         |                              | \$75250         |

ORDERING FIN: Q1286 END USER FIN: Q1286

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

Customer Signature

Date



# Purchase Agreement

Samir Choudhry  
 Arundel Ford  
 1561 Portland Rd Rt1  
 Arundel, ME 04046

| Buyer                                                                                                                                    | Co-Buyer | Vehicle                                     |
|------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------|
| Town of Old Orchard Beach<br>Chris White<br>103 Smithwheel Rd<br>Old Orchard Beach, ME 04064<br>E: (207) 934-2250<br>cwhite@oobmaine.com |          | 0<br>VIN:<br>Stock #:<br>Mileage:<br>Color: |

Truck #2

| Purchase Details          |                    |
|---------------------------|--------------------|
| Sales Price:              | \$67,942.00        |
| Accessories:              | \$0.00             |
| Service Contract:         | \$0.00             |
| GAP:                      | \$0.00             |
| Government Fees:          | \$0.00             |
| Proc/Doc Fees:            | \$0.00             |
| Total Taxes:              | \$0.00             |
| <b>Total Sales Price:</b> | <b>\$67,942.00</b> |
| Trade Allowance:          | \$0.00             |
| Trade Payoff:             | \$0.00             |
| Trade Equity:             | \$0.00             |
| Rebate:                   | \$0.00             |
| Cash Down:                | \$0.00             |
| <b>Cash Price:</b>        | <b>\$67,942.00</b> |

X  
 \_\_\_\_\_  
 Customer Signature

X  
 \_\_\_\_\_  
 Manager Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



Preview Order V289 - F6L 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 07/19/2024 09:57:40 Receipt: 7/19/2024

Dealership Name: Arundel Ford

Truck H2

Sales Code : F11556

|               |                |               |       |              |           |             |      |
|---------------|----------------|---------------|-------|--------------|-----------|-------------|------|
| Dealer Rep.   | Samir Choudhry | Type          | Fleet | Vehicle Line | Superduty | Order Code  | V289 |
| Customer Name | TwnOfOldOrBch  | Priority Code | H2    | Model Year   | 2024      | Price Level | 430  |

| DESCRIPTION                   | MSRP    | DESCRIPTION                    | MSRP         |
|-------------------------------|---------|--------------------------------|--------------|
| F600 4X4 CHASSIS CAB DRW/145  | \$60910 | 22000# GVWR PACKAGE            | \$0          |
| 145 INCH WHEELBASE            | \$0     | 50 STATE EMISSIONS             | \$0          |
| TOTAL BASE VEHICLE            | \$60910 | 120V/400W OUTLET               | \$175        |
| OXFORD WHITE                  | \$0     | SNOW PLOW PREP PACKAGE         | \$250        |
| CLOTH 40/MINI-CONSOLE/40 SEAT | \$515   | 40 GAL AFT OF AXLE FUEL TNK    | \$0          |
| MEDIUM DARK SLATE             | \$0     | 350 AMP ALTERNATOR             | \$0          |
| PREFERRED EQUIPMENT PKG.680A  | \$0     | EXTERIOR BACKUP ALARM          | \$175        |
| .XL TRIM                      | \$0     | PRICE CONCESSION INDICATOR     | \$0          |
| .AIR CONDITIONING -- CFC FREE | \$0     | REMARKS TRAILER                | \$0          |
| .AM/FM STEREO MP3/CLK         | \$0     | DUAL BATTERY                   | \$0          |
| 6.7L POWER STROKE V8 DIESEL   | \$10495 | REAR VIEW CAMERA & PREP KIT    | \$415        |
| 10-SPEED AUTO TORQSHIFT       | \$0     | SPECIAL DEALER ACCOUNT ADJUSTM | \$0          |
| 245/70R19.5G BSW ALL POSITION | \$0     | SPECIAL FLEET ACCOUNT CREDIT   | \$0          |
| 4.30 RATIO LIMITED SLIP AXLE  | \$0     | FUEL CHARGE                    | \$0          |
| JOB #2 ORDER                  | \$0     | NET INVOICE FLEET OPTION (B4A) | \$0          |
| FORD FLEET SPECIAL ADJUSTMENT | \$0     | PRICED DORA                    | \$0          |
| FRONT LICENSE PLATE BRACKET   | \$0     | ADVERTISING ASSESSMENT         | \$0          |
| PLATFORM RUNNING BOARDS       | \$320   | DESTINATION & DELIVERY         | \$1995       |
| TOTAL BASE AND OPTIONS        |         |                                | MSRP \$75250 |
| DISCOUNTS                     |         |                                | NA           |
| TOTAL                         |         |                                | \$75250      |

ORDERING FIN: QI286 END USER FIN: QI286

INCENTIVES

Acc. Code ID :10 Contract/Ref # :21-150R Bid Date :07/24/23State : ME

DISCOUNTS:

\$-100.00

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:



Chris White  
1 Portland Ave  
Old Orchard Beach, ME 04064  
H: (207) 934-4416

**Stock #**

2024 Ford F-600 Chassis, Body Type:

**Cash**

|     |             |
|-----|-------------|
|     | Balance Due |
| \$0 | \$75,533    |

|                   |             |
|-------------------|-------------|
| MSRP/Retail       | \$76,500.00 |
| Rowe Discount     | \$1,500.00  |
| Selling Price     | \$75,000.00 |
| Doc Fee           | \$499.00    |
| Government Fees   | \$34.00     |
| Total Balance Due | \$75,533.00 |

\_\_\_\_\_  
**Customer Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Manager Signature**

\_\_\_\_\_  
**Date**

*Payment and terms quoted above are contingent upon approval of credit. The final terms of your loan may differ depending upon the actual terms of the financial institutions acceptance and are negotiable. I request that this offer be submitted to dealer for acceptance. I understand that all sales are contingent on credit approval by the financial institution. I certify that I am at least 18 years old.*



Preview Order 2250 - F6L 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 07/23/2024 10:45:45 Receipt: NA

Dealership Name: Yankee Ford

Sales Code : F11209

|               |              |               |        |              |           |             |      |
|---------------|--------------|---------------|--------|--------------|-----------|-------------|------|
| Dealer Rep.   | SCOTT BONNEY | Type          | Retail | Vehicle Line | Superduty | Order Code  | 2250 |
| Customer Name | X XXXXX      | Priority Code | 03     | Model Year   | 2024      | Price Level | 430  |

| DESCRIPTION                   | MSRP      | DESCRIPTION                 | MSRP    |
|-------------------------------|-----------|-----------------------------|---------|
| F600 4X4 CHASSIS CAB DRW/145  | \$60910 ✓ | FRONT LICENSE PLATE BRACKET | \$0     |
| 145 INCH WHEELBASE - 60" C.A. | \$0       | PLATFORM RUNNING BOARDS     | \$320 ✓ |
| OXFORD WHITE                  | \$0       | 22000# GVWR PACKAGE         | \$0     |
| CLOTH 40/MINI-CONSOLE/40 SEAT | \$515 ✓   | 50 STATE EMISSIONS          | \$0     |
| MEDIUM DARK SLATE             | \$0       | 120V/400W OUTLET            | \$175 ✓ |
| PREFERRED EQUIPMENT PKG.680A  | \$0       | SNOW PLOW PREP PACKAGE      | \$250 ✓ |
| .XL TRIM                      | \$0       | 40 GAL AFT OF AXLE FUEL TNK | \$0     |
| .AIR CONDITIONING -- CFC FREE | \$0       | 350 AMP ALTERNATOR          | \$0     |
| .AM/FM STEREO MP3/CLK         | \$0       | EXTERIOR BACKUP ALARM       | \$175 ✓ |
| 6.7L POWER STROKE V8 DIESEL   | \$10495 ✓ | DUAL BATTERY                | \$0     |
| 10-SPEED AUTO TORQSHIFT       | \$0       | REAR VIEW CAMERA & PREP KIT | \$415 ✓ |
| 245/70R19.5G BSW ALL POSITION | \$0       | FUEL CHARGE                 | \$0     |
| 4.30 RATIO LIMITED SLIP AXLE  | \$0       | PRICED DORA                 | \$0     |
| JOB #2 ORDER                  | \$0       | DESTINATION & DELIVERY      | \$1995  |
| CV LOT MANAGEMENT             | \$0       |                             |         |

|                        |  |      |         |
|------------------------|--|------|---------|
| TOTAL BASE AND OPTIONS |  | MSRP | \$75250 |
| DISCOUNTS              |  | NA   |         |
| TOTAL                  |  |      | \$75250 |

*FACTORY ORDER BASIS ONLY!*

*\$ 72,244*

*EACH TRUCK!*

Customer Name:  
Customer Address:

*2-6 MONTH APPROXIMATE LEAD TIME.*

Customer Email:  
Customer Phone:

*Scott Bonney  
FLEET MANAGER  
YANKEE FORD  
7/23/24*

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*





dealer for details.

Computer generated image shown. Selected vehicle options and packages not shown. See dealer for details.

2024

# Chassis Cab F-600® XL

[Change Model](#)

Paint <sup>54</sup>

Color ✓

Oxford White

~~WB" ?~~  
~~160" CA ?~~  
~~94 CA~~  
~~WHEEL~~  
~~160" SEATS ?~~

2024 Chassis Cab F-600® XL

Total price:

Cab/chassis - \$68,950

Attachments - \$77,800

Cab/chassis warranty - \$5,910

Total per truck - \$152,660

Total for two trucks - \$305,320

## Council Information

Department: Public Works

Meeting date: August 6, 2024

Subject: Purchase of dump body, sander, plow and wing for the 2024 Ford F-600's

Commentary: Within the FY25 budget the public works department was funded for the purchase of two (2) Ford F-600's. Also funded was the outfitting of each truck with dump body, sander, plow and wing.

Information included: Quote from Allied Equipment for \$77,800, Viking Cives for \$79,150 and quote from Messer Truck Equipment for \$95,950 per truck. All proposals include hydraulic controls.

Recommendation: Approve quote from Allied Equipment for \$77,800 per truck.

### **Discussion with action:**

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent

Allied Equipment, LLC  
 4 Cal's Way - PO Box 455  
 Hartland, Maine USA 04943  
 833-255-4331 ph  
 207-512-1434 fax

# Quote

|           |         |
|-----------|---------|
| Date      | Quote # |
| 7/16/2024 | 3184    |

|                                                                                   |
|-----------------------------------------------------------------------------------|
| Name / Address                                                                    |
| Old Orchard Beach, Town of<br>1 Portland Avenue<br>Old Orchard Beach, Maine 04064 |



|     |         |
|-----|---------|
| Rep | Project |
| JC  |         |

| Item               | Description                                                                                                                                                                                                                                                                                                                                                 | Qty | Cost      | Total     |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|-----------|
| AEM-550-PTH        | Allied Equipment Model AE-600 Medium Duty hitch for F-600 chassis<br>LED plow lights, plow light harness                                                                                                                                                                                                                                                    | 1   | 77,800.00 | 77,800.00 |
| AEM-550-CWS        | Allied Equipment Model AE-108FT, Medium Duty F-600 wing system<br>complete with full trip wing arms<br>-front wing post<br>-rear wing saddle<br>-AE 108 - 9 ft steel wing<br>-full trip wing arms with trip block                                                                                                                                           | 1   |           | 0.00      |
| Equip Misc - Sales | Central Hydraulic system to consist of:<br>-transmission mount pump (clutch pump if trans pump kit not available)<br>-frame mounted tank<br>- 5 valves cable controls for: Plow lift / Plow reverse / Front wing /Rear wing / Body<br>-hose kit for all functions<br>Cirrus EZ Spread Electronic 2 knob Spreader control, plumbed to the rear for operation | 1   |           | 0.00      |
| Equip Misc - Sales | Downeaster DEDS09396 Stainless Steel Dump Body with underbody hoist and subframe, body safety prop<br>9'3" x 96" 3-4 yd<br>18" Cab Shield<br>Stop/Turn/Tail light kit, backup alarm, Body up Light<br>AE 6 Strobe light package, LED wing and sander light, Poly rear fender kit                                                                            | 1   |           | 0.00      |
| Equip Misc - Sales | Rear Frame Pintle with 2" reciever, Pintle Hook, D-rings, 7 pin trailer connection, Hyraulic quick connections for spreader operation<br>AE Mudflaps and antisail brackets                                                                                                                                                                                  | 1   |           | 0.00      |
| Equip Misc - Sales | Power angle trip edge 10 ft Poly Plow with rubber deflector, twin ram reverse with cushion valve                                                                                                                                                                                                                                                            | 1   |           | 0.00      |
| Equip Misc - Sales | Swenson MDV Stainless Steel Hydraulic Spreader                                                                                                                                                                                                                                                                                                              | 1   |           | 0.00      |

*Jason Curtis*

|                         |
|-------------------------|
| <b>Sales Tax (5.5%)</b> |
| <b>Total</b>            |

Allied Equipment, LLC  
 4 Cal's Way - PO Box 455  
 Hartland, Maine USA 04943  
 833-255-4331 ph  
 207-512-1434 fax

# Quote

|           |         |
|-----------|---------|
| Date      | Quote # |
| 7/16/2024 | 3184    |

|                                                                                   |
|-----------------------------------------------------------------------------------|
| Name / Address                                                                    |
| Old Orchard Beach, Town of<br>1 Portland Avenue<br>Old Orchard Beach, Maine 04064 |



|     |         |
|-----|---------|
| Rep | Project |
| JC  |         |

| Item | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Qty | Cost | Total |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|-------|
|      | Specifications:<br>chain conveyor<br>9 ft length<br>24" standard poly spinner broadcasts up to 30 ft. spread width<br>Full length rubber chain shields eliminate leaking material<br>Second chain wiper removes residual material on the drag chain bar flights<br>Inverted - V improves performance<br>Drop-n-loc sectional top screens<br><br>Made in the USA<br>10 year warranty on the poly idler<br>All Equipment Completed, installed, tested<br>Equipment and Parts manuals<br><br>1 Year Warranty |     |      |       |

*Jason Curtis*

|                         |             |
|-------------------------|-------------|
| <b>Sales Tax (5.5%)</b> | \$0.00      |
| <b>Total</b>            | \$77,800.00 |

## Chris White

---

**From:** Jason Curtis <jason@alliedequipsales.com>  
**Sent:** Friday, July 19, 2024 11:16 AM  
**To:** Chris White; Jarvis Grant; Edward Dalton  
**Subject:** Fw: Estimate 3184 from Allied Equipment, LLC  
**Attachments:** Est\_3184\_from\_Allied\_Equipment\_LLC\_33980.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

\*\*\*EXTERNAL\*\*\*

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

Please see the following quote for the F 600 Truck package.

This is for 1 complete package.

This is for Medium duty plow gear, made for the medium duty truck chassis which is what the F600 is, this is the same equipment that I sold when I worked at HP Fairfield for 15yrs, we here at Allied Equipment now manufacture these right here in Hartland and continue to provide the best quality and customer service in the business. We have over 90 yrs. of combined snowplow and municipal equipment experience.

There are 100's of these units out there dating back from 2002 and are still in use or have been removed from the old trucks and reinstalled onto the new chassis.

These units allow you to see the front post of the wing system so that the operator is able to gauge the height of the front wing.

I will follow up with you on this next week.

Thanks

Jason Curtis  
Territory Manager  
Allied Equipment  
207-431-9609  
jason@alliedequipsales.com

---

**From:** "Intuit E-Commerce Service" <quickbooks@notification.intuit.com>  
**Sent:** Friday, July 19, 2024 10:59 AM  
**To:** jason@alliedequipsales.com <jason@alliedequipsales.com>  
**Subject:** Estimate 3184 from Allied Equipment, LLC

## Allied Equipment, LLC 2017 CC work

Email: jason@alliedequipsales.com

Phone: 833-255-4331

Please review the attached estimate- 3184. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,  
Allied Equipment, LLC

833-255-4331  
[www.alliedequipsales.com](http://www.alliedequipsales.com)

If you do not recognize the sender or the transaction, reach out to [frauds@intuit.com](mailto:frauds@intuit.com)





Cives Corporation, dba  
 Viking Cives (USA)  
 2085 Lisbon Road  
 Lewiston, Me. 04220  
 Phone: (207) 783-9500  
 Fax: (207) 783-9700  
 jnault@vikingcives.com

**QUOTATION**

Quote ID:

Page 1 of 2

Customer: Town of old Orchard Beach  
 Contact: Jarvis Grant  
 Address: Old Orchard Beach, Me

Quote Number: 0311  
 Quote Date: 10/10/2023  
 Quote valid until: 30 Day's from Quote  
 Date

Phone: 207-749-3014  
 Fax:  
 Attn: Dump Body/Plow/Wing/Spreader LD Package

For:  
 Terms: NET 30 DAYS  
 Salesperson: John Nault  
 FOB: Lewiston, Maine

| QUANTITY | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                            | UNIT PRICE | AMOUNT |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|
| 1        | F-600 LD Equipment Package                                                                                                                                                                                                                                                                                                                                                                                                                                             |            |        |
| 1        | S10501MF - Custom Light Duty Hitch w/ Wing                                                                                                                                                                                                                                                                                                                                                                                                                             |            |        |
| 1        | S13010 - Push Center 30 1/2"                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |        |
| 1        | S15003F - 3/8" Quick Disconnect                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |        |
| 1        | S31705MF - Front Mast FAH18LD                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |        |
| 1        | S33306MF - Light Duty Full Trip Hinge                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |        |
| 1        | S40417MF - Hydraulic Patrol Rear Support                                                                                                                                                                                                                                                                                                                                                                                                                               |            |        |
| 1        | S59604 - Plow R1032LDTE, 10' Steel Reversible Trip Edge Plow                                                                                                                                                                                                                                                                                                                                                                                                           |            |        |
| 1        | S54100 - 10' Blade, Steel 12" Top Punch                                                                                                                                                                                                                                                                                                                                                                                                                                |            |        |
| 1        | S59613 - Light Duty Push Frame PRR Compact w/ Bracket & Quick Disconnect                                                                                                                                                                                                                                                                                                                                                                                               |            |        |
| 1        | S59633 - Swivel 30 1/2" Light Duty Compact                                                                                                                                                                                                                                                                                                                                                                                                                             |            |        |
| 1        | S60004 - 120 WLD RH Steel Wing                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |        |
| 1        | S59616 - 9' Blade, Steel 12" Top Punch                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |        |
| 1        | S61045 - Full Trip Stand Off Arms                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |        |
| 1        | Body - Downeaster Model DEDS09396, 9'3"x 96" 2.5yd - 5yd Stainless Steel Dump Body w/ Under Body Hoist & Sub Frame, 18" Cab Shield, Connected to Central Hydraulics. Led Standard Plow Lights, Led Strobes Front & Side of Cab Shield, Led Strobes, S/T/T & B/U in Rear of Body, Led Wing & Sander Lights. Plow Light Harness, Pintle Plate w/ 2" Receiver/ D-Rings & Trailer Plug, Donovan Electric Tarp System w/ Mesh Cover, Poly Fenders, Mud Flaps w/ Anti-Sails. |            |        |
| 1        | Spreader - Model DS3509D-2, 3.5yd x 9' Stainless Steel Spreader, Dual Hydraulic Motors, Extended Chute, 14" Spinner Disc.                                                                                                                                                                                                                                                                                                                                              |            |        |
| 1        | Hydraulics To Include: PTO/Pump, Hyd Tank (frame Mounted), Hyd Oil, Hose Kit, Stainless Steel Lines Where Feasible, (5) Walvoil Valves, (5) Cables & Levers, Cirus EZ Spread 2 Knob Spreader Controls.                                                                                                                                                                                                                                                                 |            |        |
| 1        | Paint                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |        |
| 1        | Labor To Install                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |        |





Cives Corporation, dba  
 Viking Cives (USA)  
 2085 Lisbon Road  
 Lewiston, Me. 04220  
 Phone: (207) 783-9500  
 Fax: (207) 783-9700  
 jnault@vikingcives.com

**QUOTATION**

Quote ID:

Page 2 of 2

| QUANTITY     | DESCRIPTION | UNIT PRICE | AMOUNT      |
|--------------|-------------|------------|-------------|
|              |             |            |             |
| Quote Total: |             |            | \$79,150.00 |
| Tax :        |             |            | 0.00        |
| Total Due:   |             |            | \$79,150.00 |

**The following options may be added:**

| QUANTITY | DESCRIPTION                                                 | PRICE EACH | AMOUNT     |
|----------|-------------------------------------------------------------|------------|------------|
| 1        | Swenson Stainless Steel 4yd Spreader in Lieu of Above - Add |            | \$2,500.00 |

Customer must fill out the information below before the order can be processed...

|              |  |
|--------------|--|
| Accepted by: |  |
| Date:        |  |
| P.O. number: |  |

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

- ◆ Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.
- ◆ Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.
- ◆ Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.



Messer Truck Equipment  
 170 Warren Ave.  
 Westbrook, ME 04092  
 207-854-9751  
 info@messerte.com  
 www.messertruckequipment.com

# Quote

|            |         |
|------------|---------|
| Date       | Quote # |
| 10/13/2023 | 9219    |

Quote valid for 30 days.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |             |                          |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------|--------------------------|-----------|
| Name / Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |             |                          |           |
| Town of Old Orchard Beach-Public Works<br>1 Portland Ave.<br>Old Orchard Beach, ME 04064                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |             |                          |           |
| Attention                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Terms  | P.O. Number | Acct. Rep                | Sales Rep |
| Jarvis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Net 30 |             | DG                       | Dana      |
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |             | Qty                      | U/M       |
| 9' Galion Godwin Stainless steel dump body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |             | 1                        | ea        |
| Price Includes:<br>Installation F600 DRW cab chassis<br>Cab protector shield<br>Double acting tailgate<br>24" Sides and 30" tailgate with fully welded construction<br>Federal LED 108 lights, back up alarm and body prop<br>3/4" Plate hitch with 2" receiver tube, safety chain loops and 7 blade RV trailer plug.<br>add<br>Manual load cover                                                                                                                                                                                                                  |        |             |                          | 28,950.00 |
| BLADE ASSY, 10FT 6IN, XV2 SS Fisher installed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |             | 1                        | ea        |
| SN:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |             |                          |           |
| PTO,PUMP,HOSES,TANK INSTALLED ON TRUCK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        |             | 1                        | ea        |
| Downeaster hydraulic sander installed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |             | 1                        | ea        |
| Watson Diesel mid mount plow installed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        |             | 1                        | ea        |
| <p>We propose to furnish material and labor, in accordance with the above specifications. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the quotation. Our workers are fully covered by worker's compensation insurance. Any applicable Federal Excise Tax is not included in the above quotation.</p> |        |             | Sales Tax (0.0%) \$0.00  |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |             | <b>Total</b> \$95,950.00 |           |

Due to large increases in credit card processing fees, Messer would appreciate it if you would kindly keep credit card purchases to less than \$5,000.00. Checks, Cash or ACH wire are gladly accepted.

Acceptance of Proposal - Sign and Return \_\_\_\_\_

**AGENDA ITEM #8224**

**Discussion with Action:** Approve the Council Order # 2024-4, entitled, "Order to Authorize Lease Purchase of Two (2) 2024 Ford F600 Cab Chassis in the Principal Amount of \$305,320."

Chair: Shawn O'Neill

August 6, 2024: **Order # 2024-4**

Agenda: To see what action the Council will take regarding Order # 2024-4, entitled, “Order to Authorize Lease Purchase of Two (2) 2024 Ford F600 Cab Chassis in the Principal Amount of **\$305,320.**”

Motion: I move that the Council approve Order # 2024-4, entitled, “Order to Authorize Lease Purchase of Two (2) 2024 Ford F600 Cab Chassis in the Principal Amount of **\$305,320,**” and that an attested copy of this Order be filed with the minutes of this meeting.

**ORDER TO AUTHORIZE LEASE PURCHASE OF TWO (2) 2024 FORD F600 CAB CHASSIS IN THE PRINCIPAL AMOUNT OF \$305,320**

BE IT ORDERED, by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled:

That the purchase of **Two (2) 2024 Ford F600 Cab Chassis with related accessories and equipment** (the “Equipment”) with a purchase price of **\$305,320** is approved;

That under and pursuant to the Charter of the Town of Old Orchard Beach (the “Town”), including Section 409.12 of said Charter, the Town Manager and Finance Director, acting singly, are authorized to accept the proposal of **Androscoggin Bank** (the “Lessor”) to provide tax-exempt lease purchase financing for the Equipment in the principal amount of **\$305,320** to be paid in **five (5)** annual installments with interest at a rate of **5.25%** per annum, and any prior such acceptance is ratified and confirmed;

That the Town Manager and Finance Director, acting singly, are authorized to execute and deliver a lease purchase agreement with Lessor or its nominee, in the name and on behalf of the Town for the Equipment, in principal amount not to exceed **\$305,320**, in such form and on such terms not inconsistent herewith as the Town Manager or Finance Director may approve (the “Lease”);

That neither the proceeds of the Lease nor the Equipment shall be used in any manner that would cause the Lease to be an “arbitrage bond” or a “private activity bond” within the meaning of Sections 148 and 141 of the Internal Revenue Code of 1986, as amended (the “Code”);

That the Town Manager and Finance Director, acting singly, are authorized to designate the Lease, as applicable, as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Code;

That the Town Manager and Finance Director, acting singly, are authorized to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Lease, and to take all other lawful actions necessary to ensure that the interest portion of the rental payments under and pursuant to

the Lease will be excludable from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause such interest portion of the rental payments to become includable in the gross income of the owners thereof;

That the appropriate officials of the Town are authorized to execute and deliver such other documents and certificates as may be required in connection with the Lease; and

That an attested copy of this Order be filed with the minutes of this meeting.

A true copy, attest: \_\_\_\_\_  
Kim McLaughlin, Town Clerk

July 30, 2024

Town of Old Orchard Beach  
Jordan Miles, Finance Director  
1 Portland Avenue  
Old Orchard Beach, Maine 04064**MUNICIPAL LEASE PURCHASE PROPOSAL**

- Lessee:** Town of Old Orchard Beach
- Equipment:** Two (2) 2024 Ford F600 Cab Chassis, (more particularly described in vendor invoice provided by the Lessee prior to closing or disbursement for Lease Escrow).
- Cost of Equipment:** \$305,320.00
- Lease Term:** 5 years
- Interest Rate:** 5.25% (Tax Exempt)
- Number of Payments:** 5 annual installments of principal and interest.
- Payment Amount:** \$67,467.25\* (\*Final payment may vary slightly)
- First Payment Due:** The first payment of principal and interest (if any) shall be payable at lease closing scheduled for August 13, 2024.
- Purchase Option:** One Dollar (\$1.00) at end of lease term.
- Prepayment:** There are no prepayment penalties.
- Insurance:** Prior to delivery of the leased assets, Lessee at its sole cost and expense, will provide all-inclusive physical damage and liability insurance in the joint names of the Lessee and Lessor, in amounts satisfactory to Lessor, and forward proof of said coverage to Lessor.
- Title:** Lessee shall be listed as owner and Lessor listed as lien holder on BMV title forms, and UCC filing documents I required. (Lessor will also hold a security interest in any lease escrow account established by the Lessee for this transaction).
- Non-appropriation:** The lease will contain a non-appropriation clause.

- Confirmation:** Lessee to confirm that anticipated total borrowings for 2024 year will not exceed Ten Million dollars (\$10,000,000.00), making the lease “Bank Qualified”.
- Type of Lease:** The lease shall be considered a Municipal Lease/Purchase by all parties. Lessee is a State or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986.
- Advances / Deposits:** If Lessor advances any deposits or pays any invoices prior to Delivery and Acceptance of the equipment by Lessee, interest will accrue at the above rate on said payments and be due at closing.
- Legal Opinion:** Leases greater than One Hundred Thousand dollars (\$100,000.00) require Lessee to provide an Opinion of Counsel. Said opinion must contain a statement that the lease represents a valid and binding obligation of the lessee and further that the lease is a “qualified tax exempt obligation” for the purposes of Section 265 (b) (3) (B) (ii) of the Internal Revenue Code of 1986, as amended.
- Financial Data:** Lessee will provide Androscoggin Bank with its most recent audited financial statement, current year’s budget, annual report, a copy of meeting minutes or Board order approving the transaction, and any other supporting data requested during the term of the lease.
- Lease Rates:** This Lease request will be closed within 30 days of the original proposal date, or the stated rate will be subject to change based on public sector rates then existing in the market.
- Expiration:** This lease proposal shall expire if not accepted by a duly qualified Lessee official by 5:00 PM on August 16, 2024.

Thank you for the opportunity to present this lease proposal for consideration. If you are in agreement with the terms of the proposal, please sign and return it. Should you have any questions regarding this proposal, please contact me at 207-330-0531.

Sincerely,



John Simko, Senior Vice President  
Director of Government Banking

**AWARD / ACKNOWLEDGEMENT (please sign and return via email):**

This proposal is accepted and this financing is awarded to Androscoggin Bank.

\_\_\_\_\_  
Name & Title

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

**Lease Amortization Schedule -Town of OOB**  
**5 Year Lease**

**(2) Ford F600**

Annual Rate 5.25%

|         | Start Date | Amount       | Number | Period | End Date  |
|---------|------------|--------------|--------|--------|-----------|
| Lease   | 8/13/2024  | \$305,320.00 | 1      |        |           |
| Payment | 8/13/2024  | \$67,467.25  | 5      | Annual | 8/13/2028 |

| <u>Date</u>   | <u>Payment</u>      | <u>Interest</u>     | <u>Principal</u>     | <u>Balance</u> |
|---------------|---------------------|---------------------|----------------------|----------------|
| 8/13/2024     | \$67,467.25         |                     | \$ 67,467.25         | \$ 237,852.75  |
| 8/13/2025     | \$ 67,467.25        | \$ 12,487.27        | \$ 54,979.99         | \$ 182,872.76  |
| 8/13/2026     | \$ 67,467.25        | \$ 9,600.82         | \$ 57,866.43         | \$ 125,006.33  |
| 8/13/2027     | \$ 67,467.25        | \$ 6,562.83         | \$ 60,904.42         | \$ 64,101.90   |
| 8/13/2028     | \$ 67,467.25        | \$ 3,365.35         | \$ 64,101.90         | \$ -           |
| <u>Totals</u> | <u>\$337,336.27</u> | <u>\$ 32,016.27</u> | <u>\$ 305,320.00</u> |                |



## AGENDA ITEM #8225

**Discussion with Action:** Approve the quote from Allied Equipment in the amount of \$7,618.25 for a replacement leaf gate for the Global street sweeper from account #20151-50452 Public Works Operating Equipment Repair with a balance of \$180,461.60.

Chair: Shawn O'Neill

Council Information

Department: Public Works

Meeting date: August 6<sup>th</sup>, 2024

Subject: Replace leaf gate on street sweeper

Commentary: The leaf gate on the street sweeper is worn and not operating correctly. The machine will need a leaf gate for it to pick up leaves in the fall.

Information included: Quote from Allied Equipment

Recommendation: Approve quote from Allied Equipment for \$7,618.25.

**Discussion with action: Approve the quote from Allied Equipment for a replacement leaf gate for the Global street sweeper in the amount of \$7,618.25 out of public works operating equipment repair account #20151-50452 with a balance of \$184,633.**

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent

Allied Equipment, LLC  
 4 Cal's Way - PO Box 455  
 Hartland, Maine USA 04943

833-255-4331 ph  
 207-512-1434 fax

# Quote

| Date     | Quote # |
|----------|---------|
| 5/7/2024 | 3064    |

| Name / Address                                                                    |
|-----------------------------------------------------------------------------------|
| Old Orchard Beach, Town of<br>1 Portland Avenue<br>Old Orchard Beach, Maine 04064 |



| Rep | Project |
|-----|---------|
| JC  |         |

| Item                   | Description                                                      | Qty | Cost     | Total    |
|------------------------|------------------------------------------------------------------|-----|----------|----------|
| GS-329948K             | Leaf Gate Assembly, Complete with all flaps, deflectors, rollers | 1   | 6,648.25 | 6,648.25 |
| Equip Misc - Sales     | Extension, Cyl Rod                                               | 1   | 370.00   | 370.00   |
|                        | Vin # 1G0GM3HJ9HS462015                                          |     |          |          |
| Freight In / Shippi... | Freight                                                          | 1   | 600.00   | 600.00   |

*Jason Curtis*

|                         |            |
|-------------------------|------------|
| <b>Sales Tax (5.5%)</b> | \$0.00     |
| <b>Total</b>            | \$7,618.25 |

**AGENDA ITEM #8226**

**Discussion with Action:** Approve the quote from Dirt Direct in the amount of \$6,500.00 to grind the transfer station brush pile from account #20151-50310 Public Works Service Contracts with a balance of \$20,766.17.

Chair: Shawn O'Neill

## Council Information

Department: Public Works

Meeting date: August 6, 2024

Subject: Chipping of stumps and brush

Commentary: The public works department employs Dirt Direct to chip all wood and stumps brought to the transfer facility. The tree stumps and large branches are ground up with drum grinder and have no practical value. Smaller branches are chipped and put into the leaf pile for use as compost later. Dirt Direct also screens the existing piles of compost and keeps some of the product. The town provides free compost for residents from this same pile. The DEP has done site visits and has asked us to reduce the amount of debris in the pit to stay in compliance with our license.

Information included: Quote from Dirt Direct for \$

Recommendation: Approve quote from Dirt Direct for \$

### **Discussion with action:**

**Account #20151-50551**

**Balance \$82,189.26**

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent

## ESTIMATE

Dirt Direct LLC & Maine Wood Recycling  
8 Taylor Way  
Gorham, ME 04038

Info@dirtdirectme.com  
+1 (207) 289-6559  
www.dirtdirectme.com



### OOB Public Works Dept.

#### Bill to

OOB Public Works Dept.  
103 Smithwheel Road  
Old Orchard Beach, Maine  
04064 United States

#### Estimate details

Estimate no.: 1031

Estimate date: 05/31/2024

| #  | Date | Product or service                 | Description                                        | Qty | Rate         | Amount            |
|----|------|------------------------------------|----------------------------------------------------|-----|--------------|-------------------|
| 1. |      | <b>Grinding</b>                    | Grinding Services - grinding of brush pile - 1 day | 1   | \$6,000.00   | \$6,000.00        |
| 2. |      | <b>Transportation of Equipment</b> |                                                    | 1   | \$500.00     | \$500.00          |
|    |      |                                    |                                                    |     | <b>Total</b> | <b>\$6,500.00</b> |

**AGENDA ITEM #8227**

**Discussion with Action:** Approve the quote from Hayes Pump in the amount of \$33,840.10 for the purchase of a new waste activated sludge pump from account #30181-50551 Sewer Reserve, Operating Equipment with a balance of \$1,103,479.03.

Chair: Shawn O'Neill

Council Information

Department: Wastewater

Meeting date: August 6<sup>th</sup>, 2024

Subject: Replace waste activated sludge pump #1 (WAS pump #1)

Commentary: WAS pump #1 has been leaking by for some time. Staff explored rebuilding the pump in house, but it was determined to be beyond our technical ability, and we cannot keep the pump out of service for long periods of time. The price to have it rebuilt professionally rebuilt through Hayes Pump was \$16,483. A new pump and motor can be purchased for \$33,840.10

Information included: Quote from Hayes Pump.

Recommendation: Approve quote from Hayes Pump for \$33,840.10.

**Discussion with action:**

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent



# QUOTATION

00201337



**Quote From:**  
 Hayes Pump, Inc- (01-WC)  
 66 Old Powder Mill Road  
 Concord MA 01742  
 US

| Quote Date | Payment Terms | FOB            | Freight Terms |
|------------|---------------|----------------|---------------|
| 7/31/2024  | NET 30 DAYS   | Shipping point | Prepaid & Add |

Sell Loc: 01

Cust PO:

Mark #:

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OLD ORCHARD BEACH WTP  
 1 PORTLAND AVE  
 OLD ORCHARD BCH ME 04064  
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OLD ORCHARD BEACH WTP  
 1 PORTLAND AVE  
 OLD ORCHARD BCH ME 04064  
 US

Phone: 207-934-4416

| LINE | ITEM / DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | QUANTITY UOM   | UNIT PRICE DISCOUNT | NET UNIT PRICE EXTENDED PRICE |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------------|-------------------------------|
| 0010 | <b>1H115G1CDQ3RRA</b><br>MO 1H115G1CDQ3RRA Pump only<br><br>Moyno 1H115 pump to be a drop in replacement to the existing pump serial number AS4788800-DB and AS4297896 YH<br><br>Cast Iron Housing<br>Alloy steel internals<br>Nitrile stator<br>John Crane 5610 single seal<br>Fiber deflector<br>Double Chrome Hardened Rotor<br>Suction rotated to the right from the drive end<br><br>Reuse existing motor, coupling, and reducer<br><br>Terms -<br>FOB: Shipping Point.<br>Freight: Prepaid & Added to Invoice.<br>Estimated Shipment: 15 to 16 Weeks ARO.<br>Estimated Shipping Weight: 900 LBS.<br>Quotation is valid 30 days. | 1.00<br><br>EA | 31,894.1333         | 31,894.1333<br><br>31,894.13  |
| 0020 | <b>01518ET3E254TC-W22</b><br>WEG 15HP 1800 3 60 208-230/460V<br>Motor to replace the existing Toshiba motor<br><br>15 HP<br>1800RPM<br>3/60/230-460V TEFC<br>254TC Footed Frame<br>VFD Rated<br><br>Terms -<br>FOB: Shipping Point.<br>Freight: Prepaid & Added to Invoice.                                                                                                                                                                                                                                                                                                                                                           | 1.00<br><br>EA | 1,445.9657          | 1,445.9657<br><br>1,445.97    |

Questions? Phone: 978 369-8800 Alec Cunningham (207) 850-2208 - alecc@atlanticpump.com Fax:

# QUOTATION

00201337



| LINE | ITEM / DESCRIPTION                                                                                          | QUANTITY UOM | UNIT PRICE DISCOUNT | NET UNIT PRICE EXTENDED PRICE |
|------|-------------------------------------------------------------------------------------------------------------|--------------|---------------------|-------------------------------|
|      | Estimated Shipment: 1 to 2 Weeks ARO.<br>Estimated Shipping Weight: 300 LBS.<br>Quotation is valid 30 days. |              |                     |                               |
|      |                                                                                                             |              | <b>Total Price</b>  | 33,340.10                     |

*Payment terms are subject to Credit Approval.*

*The parties agree that this quote and any order arising from it are expressly subject to and incorporate by reference Hayes' Terms of Sale which are available at <http://hayespump.com/Terms>. Customer's acceptance of this quotation is expressly conditional on Customer's assent to such incorporated Terms of Sale.*

*Please send a copy of your tax exempt certificate when placing your order.  
Email the tax certificate to [tmackenzie@hayespump.com](mailto:tmackenzie@hayespump.com).*

Sales Rep(s): Ian Lane  
 Questions? Phone: 978 369-8800 Alec Cunningham (207) 850-2208 - [alecc@atlanticpump.com](mailto:alecc@atlanticpump.com) Fax:

**AGENDA ITEM #8228**

**Discussion with Action:** Appoint Mike Foster to the Biddeford Saco Old Orchard Beach Transit Committee (BSOOB).

Chair: Shawn O'Neill

**AGENDA ITEM #8229**

**Discussion with Action:** To award the bid for the Municipal Buildings Energy Audit project to Bureau Veritas in the amount of \$32,500 to be funded through the Governor's Office of Policy Innovation and the Future, Community Resilience Partnership grant awarded to the Town of Old Orchard Beach in the amount of \$33,500.

Chair: Shawn O'Neill

4/20 10:30 AM



**BUREAU  
VERITAS**

# TOWN OF OLD ORCHARD BEACH, MAINE

REQUEST FOR PROPOSAL FOR MUNICIPAL BUILDINGS  
ENERGY AUDIT

June 24, 2024

**BUREAU VERITAS** | CHEYENNE IRBY

6021 UNIVERSITY BOULEVARD, SUITE 200, ELLICOTT CITY, MD 21043

800.733.0660 | [CHEYENNE.IRBY@BUREAUVERITAS.COM](mailto:CHEYENNE.IRBY@BUREAUVERITAS.COM)

## LETTER OF INTEREST

June 24, 2024

Town of Old Orchard Beach  
Attn: Diana Asanza  
1 Portland Ave.  
Old Orchard Beach, ME 04064



**BUREAU**  
**VERITAS**

RE: RFP for Municipal Buildings Energy Audit

Dear Ms. Asanza,

Bureau Veritas Technical Assessments, LLC (Bureau Veritas or BVTA) is pleased to provide the Town of Old Orchard Beach with the enclosed proposal in response to the RFP for Municipal Buildings Energy Audit services. Bureau Veritas understands the requirements of the RFP and is well qualified to perform the services.

**Highly Qualified Team** | We are an architecture and engineering firm focused on lifecycle and capital planning studies. Our division employs 800 staff members nationwide, including licensed Professional Engineers, Registered Architects, and Certified Energy Managers.

**Proven Experience** | BVTA is an architecture and engineering firm focused solely on building lifecycle and capital planning studies, with more than 700 building professionals nationwide. Bureau Veritas has over 30 years of experience conducting Physical Needs Assessments and Energy Audits. We have provided similar services for the following similar clients:

- Town of Oak Bluffs, MA
- City of Cambridge, MA
- Town of Plymouth, MA
- Town of Falmouth, MA
- Town of Weymouth, MA
- Town of Wrentham, MA
- Town of Bourne, MA
- City of New Bedford, MA
- Town of Wakefield, MA
- City of Somerville, MA
- City of Exeter, NH
- City of Danbury, CT
- City of Hartford, CT
- City of Waterbury, CT
- City of Mansfield, CT
- City of Burlington, VT
- State of Vermont, VT
- City of Providence, RI
- State of Rhode Island, RI
- City of Schenectady, NY

Bureau Veritas is committed to providing quality services, and consistently demonstrating our corporate commitment to quality, continual improvement, and client satisfaction. Bureau Veritas is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

The following pages detail our history, similar project experience, our key personnel and team, and our approach to your unique project. Bureau Veritas is committed to working with the Town of Old Orchard Beach to provide the highest possible quality of service. We appreciate the opportunity to present our qualifications for this project and look forward to working with the Town. I am available at 410.533.6988 or via email at [cheyenne.irby@bureauveritas.com](mailto:cheyenne.irby@bureauveritas.com) to further discuss our qualifications.

Sincerely,

Cheyenne Irby  
Associate Vice President

**BUREAU VERITAS** | CHEYENNE IRBY

6021 UNIVERSITY BOULEVARD, SUITE 200, ELLICOTT CITY, MD 21043

P 800.733.0660 | [CHEYENNE.IRBY@BUREAUVERITAS.COM](mailto:CHEYENNE.IRBY@BUREAUVERITAS.COM)

## FIRM PROFILE

### Profile

Bureau Veritas is a professional services consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. Our team includes over 800 building professionals nationwide, including Registered Architects, Professional Engineers, Certified Energy Managers, Project Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.

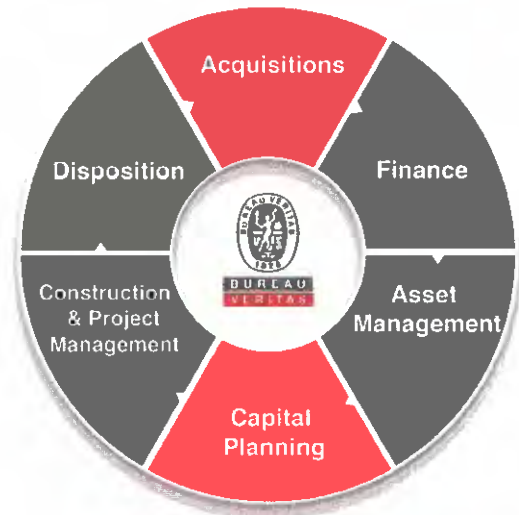
Annually, Bureau Veritas conducts thousands of assessments for Multifamily, Commercial, Industrial, Government, and Educational clients. Having successfully completed billions of square feet of building assessments, we have developed a proven and efficient methodology for the performance of field assessments and data collection.

Bureau Veritas' recommendations are based on knowledge of property conditions, life-cycle analysis, regulations, and client objectives. Bureau Veritas' subject matter expertise and understanding of buildings, parks, and property sites forms the foundation on which we team with clients to create and implement facility and portfolio management solutions.

### ASSET MANAGEMENT SERVICES

- Physical Needs Assessments
- Facility Condition Assessments
- Capital Planning Reports
- Accessibility Compliance
- Equipment and Asset Inventory
- Barcoding, QR Coding, and Tagging
- CMMS Consulting
- Preventive Maintenance Plans
- Space Analysis Studies
- Energy Audits and Modeling
- Commissioning (Cx and Rx)
- Construction Monitoring
- Project Management
- Plan and Document Review

### What We Do



### Company Information

|                       |                                                                    |
|-----------------------|--------------------------------------------------------------------|
| Name of Company:      | Bureau Veritas Technical Assessments LLC                           |
| Year Founded:         | 1828                                                               |
| Headquarters Address: | 6021 University Boulevard,<br>Suite 200<br>Ellicott City, MD 21043 |
| Local Office:         | 33 Rigby Road<br>South Portland, ME 04106                          |
| Primary Contact:      | <b>Cheyenne Irby</b><br>Associate Vice President                   |
| Telephone:            | <b>(410) 533-6988</b>                                              |
| Email:                | <b>cheyenne.irby@bureauveritas.com</b>                             |
| Website:              | <b>bvna.com</b>                                                    |



**BUREAU  
VERITAS**

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# 1. APPROACH AND METHODOLOGY

## Energy Audit Approach

### PROJECT UNDERSTANDING

Bureau Veritas understands that, should we be awarded the Town's project, we would be responsible for performing a Level II Energy Audit. BVTA has designed this energy audit to be consistent with the Town's mission and goals and is compliant with local and national energy codes and standards, standards and requirements of HUD, Federal Register 24 CFR Part 965, Subpart C Energy Audits and Energy Conservation Measures and NOFA Section VI.B.2.f.(4)(b)(ii)(H), US Department of Energy, and ASHRAE and USEPA standards.

### PROJECT APPROACH

Under this program, BVTA will do the following:

#### KICK-OFF CALL

BVTA proposes to start this project with a Kick-off Meeting between Mr. Meneses, Dr. Champion, and the Town's project manager. The agenda will include the following:

- Interviews with building maintenance and operations staff to review plans and past upgrades.
- Collection of all relevant data including, but not limited to, facility plans, as-built drawings, historical utility information/bills, equipment submittals, and modernization plans.
- Review of the work plan and schedule for the entire contract with key milestones.
- Confirmation of the final scope of work.

In addition, BVTA will gather information on building operations and review current maintenance and operations procedures, notable deficiencies, and modernization.

During the term of the project, BVTA will conduct regular Progress Meetings to maintain open communication for the project team and the Town. In these meetings, BVTA will lead with an agenda that includes a focus on work plan, schedule, and project needs. This will permit the opportunity to proactively address challenges encountered, so that course adjustments may be made.

### HUD – ENERGY AND WATER BENCHMARKING

BVTA will analyze the tenant and common area utility data for the development, which will then be entered into the HUD benchmarking tool and to get a score for the whole development. The process will be completed in the following manner:

- Obtain and review the previous two years (or as available) of utility bills including electricity, natural gas, fuel oils, and water;

- Establish base year consumption and review base year costs and utility rates;
- Enter utility data into HUD energy and water benchmarking system, and obtain a benchmark score for each development compared to other HUD public housing authority sites; and
- Analyze the benchmark scores and establish performance targets for each development.

The benchmarking tools will compare the subject property to a large, national database of data for similar multi-family properties. The database normalizes factors such as weather (general regional weather patterns), occupancy, conditioned area, and other building-specific characteristics. Seasonal trends are evaluated and a calculated peer-comparative HUD benchmark score is obtained by evaluating actual building consumption versus national average.

### ENERGY AUDIT – SITE VISIT

The site visit will begin with an interview of the Property Manager(s) and maintenance manager(s) with knowledge of the property, notably building systems and components, to provide a general overview of the facilities and level of preventive maintenance exercised as well as identify opportunities for energy cost savings.

Following the interview, BVTA will conduct detailed energy audits of the development. The energy audit consists of an on-site engineering assessment with data gathering for 100% of common areas and a representative sample (at least 20%) of all apartment unit types, and 40% of Scattered Sites. The audit will focus on building envelope, mechanical systems/HVAC, domestic hot water, lighting, appliances, and water fixtures to determine current conditions and itemize energy/water consuming equipment (boilers, furnaces, air-conditioning equipment). The energy audit will also include reviewing piping for leaks and insulation levels; lighting systems both exterior and interior; domestic hot water system, piping, and insulation levels; condition and efficiency of unit appliances (refrigerators, ranges, kitchen appliances); and efficiency of equipment.

### SITE VISIT APPROACH

- A detailed field audit of all buildings including community spaces, administrative and management offices, storage spaces, mechanical rooms, and metering rooms.

- Review of all maintenance records, as-built drawings, modernization plans, and energy conservation programs in place.
- Inspection of building envelope; evaluation of condition of insulation levels; evaluation window system; evaluation of building air leakage/infiltration.
- Recommendations to improve building weather sealing and reduce heat loss through properly insulating attics and crawl spaces, storm windows/new Energy Star windows, and weather sealing around doors and penetrations.
- Evaluation of current condition and efficiency of major HVAC equipment and controls, boilers, furnaces, air conditioning equipment, pumps, motors.
- Identifying common area and apartment lighting systems and estimated hours of operation, type of control; and recommendations for energy efficiency lighting and controls.
- Review of type and efficiency of apartment appliances (refrigerators, ranges, kitchen appliances, laundry systems, central laundry systems, incinerators); and evaluation of condition and efficiency and recommendations for improvement.
- Evaluation of domestic hot water system, hot water piping and insulation, water temperature, circulation pump efficiency, and controls.
- Tenant interviews in terms of equipment use and hours of operation to properly determine energy consumption.

### ENGINEERING ANALYSIS & REPORT FORMAT

BVTA will prepare draft energy reports and review them with the Town. This includes on-site survey/energy audit and engineering analysis of building systems, building simulations using in-house developed spreadsheet method, and analysis of savings with estimated installed costs and paybacks.

Examples of field tools used to perform Energy Audits



BVTA will perform a comprehensive analysis of the building systems, and make recommendations on all identified Energy Conservation Measures (ECMs) with detailed cost estimates and cost savings. We will perform a savings to investment ratio (SIR) analysis in addition to the simple payback method, based on Present value (Pv) of the recommended improvement, and rank all projects based on both simple payback as well as SIR. A life cycle cost (LCC) analysis will also be performed in addition to the payback analysis.

BVTA will perform building simulations using in-house developed spreadsheet method that take into consideration the manufacturer rated efficiency, equipment age, existing maintenance practices, local heating/cooling degree-days and building envelope composition to compute the potential energy savings from the proposed Energy Conservation Measures (ECMs). The generated savings are further discounted to account for interactivity among multiple measures and projects' net resulting energy savings by taking into consideration the building orientation, dynamic heat gains and losses, weather, and architectural effects.

BVTA will analyze opportunities for energy conservation for each development including, but not limited to:

- Envelope upgrade and weather sealing, additional insulation, and minimization of heat loss.
- Improvements to the energy performance of windows and doors through storm windows/doors, window shading films, or replacement with high performance alternatives, if necessary.
- Retrofits to old lighting with energy efficient light fixtures and controls.
- Upgrades to older appliances with new Energy Star appliances.
- Implementation of smart strips to control electronics and entertainment devices.
- Upgrades to old furnaces and air-conditioners with high efficiency furnaces and high SEER air-conditioners.

- Improvements to pipe or duct insulation and reducing leaks, as necessary.
- Implementation of programmable or smart thermostats to avoid unnecessary heating.
- Identification of water conservation opportunities (low-flow aerators for kitchen and bathroom sinks, low-flow showerheads, and toilets).
- Identification of alternate sources of energy (conversion of electric to natural gas based on cost feasibility).

BVTA's industry standard energy audit report will incorporate the reporting requirements of HUD Guidelines. The following list is a brief outline of BVTA's final energy audit report:

- Table of Contents and Certification
- Executive Summary
- Analysis of Baseline Energy and Costs: Analysis of electricity usage, monthly heating fuel energy consumption, and monthly water consumption for the entire development
- ECM Summary: All identified energy optimization and conservation opportunities for each building/ facility. ECMs will be designed on a system-wide approach, with applicable interactive affects among the systems, for lighting, energy distribution, HVAC and EMSs. For EMSs, BVTA will identify opportunities to integrate all major HVAC system components, temperature controls, lighting into the building management system for centralized control, and setbacks. As per the requirements of proposed HUD rule, the proposed ECM's will be categorized in three broad groups based on the payback period.
  - 0-5 year payback
  - 5-10 year payback
  - 10 year and greater
- In addition to categorizing based on the payback, each ECM will be classified as 'Core' or 'Advance' ECM as per the HUD guidance in 24 CFR Part 965.

- Facility Overview and Existing Conditions: Overview of the facility, HVAC, and lighting systems, and construction information, maintenance practices. A photolog will be included as an appendix.
- Detailed Technical Analysis: Analysis of building envelope, HVAC, lighting, energy management and control systems (EMS), air and heat distribution systems, their operation, and utility costs.
- Energy Conservation Analysis: Analysis of all evaluated systems mentioned above providing technical solutions with projected installed cost and savings estimates resulting from each improvement recommended; and prioritization of projects with most attractive payback potential.
- Recommended Measures: A detailed installed cost with breakdown of engineering and design, equipment and material costs, annual maintenance costs and estimate of energy savings in therms of natural gas, kWh of electricity.
- Maintenance and Operations Plan (with preventative maintenance): A plan for recommended improvements, new systems installed, and/or existing retrofits to assure continued efficient operation and reliability of such systems.
- Supporting Documentation: Documentation for the ECMs with back-up engineering calculations, installed cost estimates, source of cost estimates, calculation of saving measures, and engineering methodology followed and description of the energy conservation measure.
- Appendix: Photographic record, site map, mechanical inventory, appliance inventory, back-up calculations and ECM descriptions, Pre-survey questionnaire.

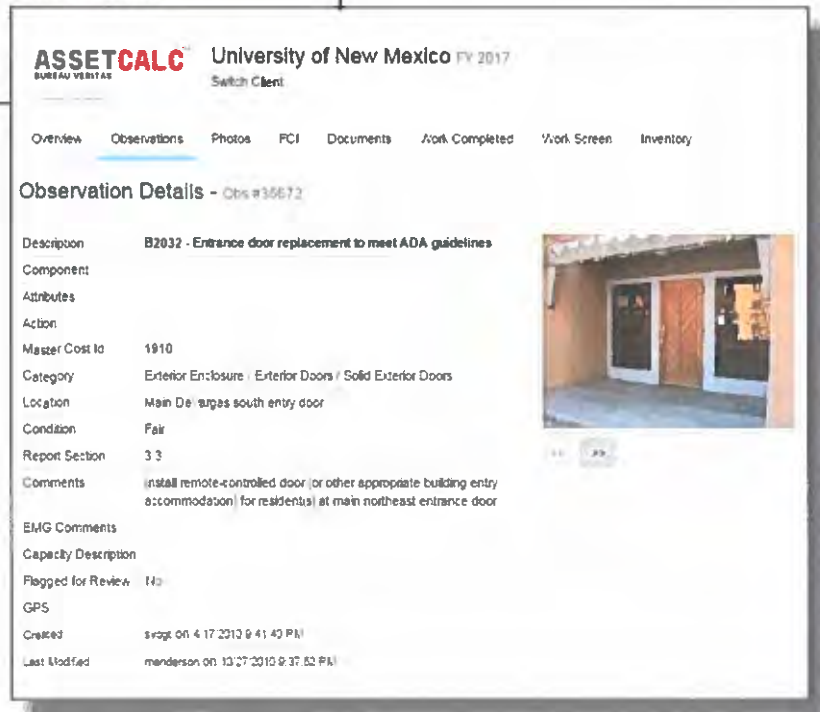
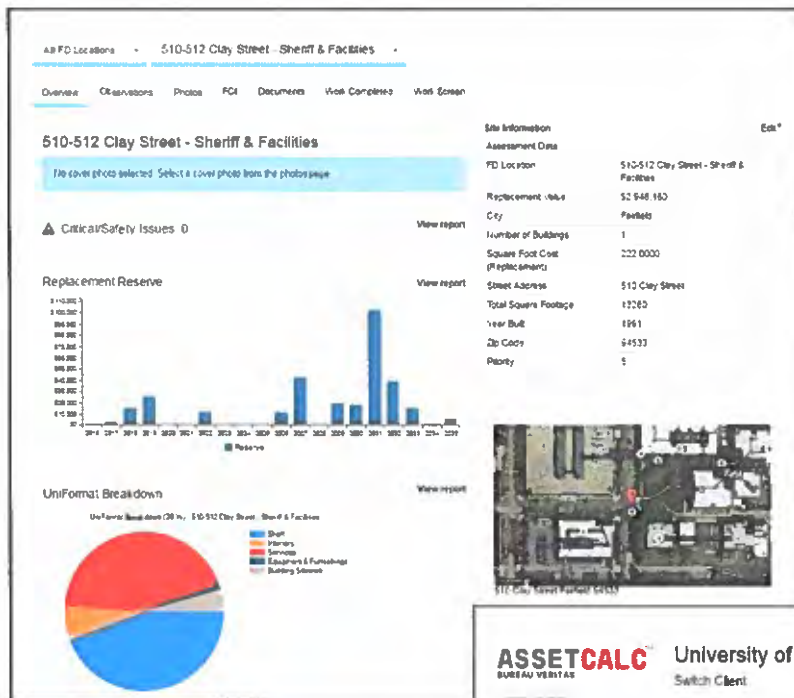
## AssetCALC™ – Assessment Software and Database Deliverable

Bureau Veritas proposes utilizing AssetCALC™ as its platform for all data collected on this project. AssetCALC™ is a cloud platform developed, licensed, maintained, and supported solely by Bureau Veritas for our clients.

AssetCALC™ is a web-based SQL database platform that enables users to:

- query, edit, and analyze their facility condition data
- plan immediate and short-term repairs
- budget capital expenditures throughout the lifecycle of a building or an entire portfolio
- Generate the HUD CNA eTool

The system unites Bureau Veritas' experienced field data collection methods with advanced planning and reporting tools, construction cost libraries, location mapping (GIS) features, digital photo management, and document storage.



## DATA DEVELOPMENT

AssetCALC™ includes a configurable facility hierarchy and asset data architecture - this will include all of your assets grouped based on site location, asset group, and function.

Data can be exported to an Excel, XML, or an ODBC database format compatible for upload into your CMMS, EAM, or work-order systems.

## FEATURES INCLUDE:

- Facility Condition Assessment access:
  - Component/system descriptions
  - Locations
  - Conditions and EUL/RUL
  - Repair and replace recommendations
  - Digital photos
  - Search and Sorting Functionality
- Prioritization of maintenance projects
- UniFormat II Cost Database
- Project Budgets and Capital Plans
- Unlimited concurrent user licensing
- Secure IT platform and back-ups
- Client is the owner of data collected and residing in the database
- Online User Training and Documentation

## REPORTING

AssetCALC™ includes more than a dozen standard options for data summaries and reports:

- Facility Condition Index (FCI) Reports
- Rank and Prioritize Capital Improvement Projects
- Deferred Maintenance Backlog
- Facility Queries (by building, priority, system, or dollar deficiency amount)
- Capital Budget Planning
- Year-by-Year Capital Needs Analysis
- 5, 10, or 20-Year Replacement Reserve Reports
- Custom 3rd party form automation available
- Generation of the HUD CNA eTool

| ID | Asset              | Description                                         | Location             |
|----|--------------------|-----------------------------------------------------|----------------------|
| 1  | 18583 Building 110 | The curb ramp does not meet the slope requirements. | 40.738583 -73.420029 |
| 2  | 18584 Building 110 | The curb ramp does not meet the slope requirements. | 40.738358 -73.420087 |
| 3  | 18585 Building 110 | The curb ramp does not meet the slope requirements. | 40.738388 -73.418798 |
| 4  | 18586 Building 110 | The curb ramp does not have a level landing.        | 40.738388 -73.419804 |
| 5  | 18587 Building 110 | The curb ramp does not meet the slope requirements. | 40.738754            |

**Observation Details - Obs #C8654**

**Description:** D2021 Water Heater, Gen. Residential, 30 to 50 GAL. Replace

**Component:** Water Heater, Gen. Residential, 30 to 50 GAL. Replace

**Category:** Plumbing Domestic Water Distribution / Domestic Water Supply Equipment

**Location:** Rental townhouses

**Condition:** Fair

**Report Section:** B 4

**Comments:** The water heater appears to be in good condition. Based on their estimated Remaining Useful Life (RUL), some of the water heaters will require replacement over the assessment period.

**EMR Comments:** Quantity does not include city owned dwellings in the complex.

| Category      | Description | Quantity  | Replacement Cycle |
|---------------|-------------|-----------|-------------------|
| Cost Estimate |             | 114 00 EA | Replacement Years |
|               |             |           | 2019 2020 2026    |

**Replace Diesel Generator 650 to 750 kW**

**Quantity:** 1 EA

**Estimated Cost:** \$400

**Total Estimated Cost:** \$ 517,348

**Next Action Required:** 2633

**Total Markup:** \$ 18,785.90

**Uniformed Code Level 1 Description:** D5992

**Location Description:** D - Services

**Unit Cost:** \$ 256,553.35

**Total Markup:** \$ 18,785.90

**Subtotal:** \$ 256,553.35

**Year Observed:** 2006

**Age:** 12

**LifeSpan:** 26

**Remaining Life:** 13

**Master Cost ID:** 1782

**AssetCALC ID:** 17196

**Comments:** The generator is in good condition and is reportedly tested on a weekly basis. The generator will require routine maintenance over the assessment period.

| Category      | Description | Quantity | Replacement Cycle |
|---------------|-------------|----------|-------------------|
| Cost Estimate |             | 1 EA     | Replacement Years |
|               |             |          | 2019 2020 2026    |

## 2. QUALIFICATIONS OF KEY PERSONNEL

Bureau Veritas' Team includes Professional Engineers and with an average of over 25 years of relevant experience. These professionals develop and write the assessment report and coordinate logistics and document collection for each assessment. BVTA also has an internal information technology group that supports the development of field data collection programs and client database applications.

### **Cheyenne Irby | Project Executive**

Mr. Irby will oversee all contractual aspects of the project and be available to meet with the Town for the duration of the project on an as-needed basis. He will have primary responsibility for defining the scope of engagement, and will meet regularly with BVTA's Program Manager and Assessment Team to assure that the Town's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

### **Ivan Meneses, CEM, CRM, PE | Program Manager**

The Town will have a primary point of contact in Mr. Meneses throughout the duration of the project. He will be responsible for the overall team performance and delivery of the overall project. He will work with the Assessment Team and the Town to assure project success. He will conference with the Town on an agreed-upon basis, and will be responsible for delivering assessment results, and for working with Town staff to develop the implementation plan based on the results.

### **Bill Champion, PhD, PE, CEM | Quality Assurance Manager**

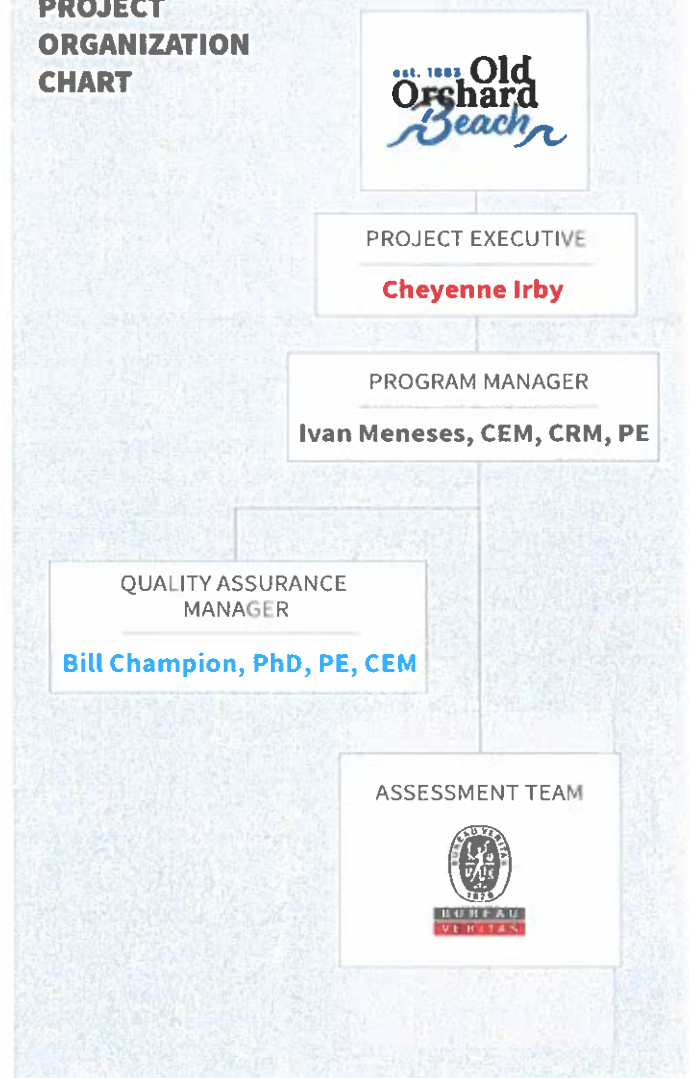
Dr. Champion will oversee the project, assuring technical, process, and content quality. He will have direct management responsibility for all technical personnel, which will allow for quick and effective implementation of quality assurance measures both at inception and throughout the duration of the project.

### **Assessment Team**

The Assessment Team is comprised of professional engineers and architects having direct experience in conducting Energy Audits. They will observe and describe building systems and components, identify physical deficiencies, and formulate recommendations to remedy the deficiencies.

The entire project will be conducted by in-house Bureau Veritas team members. If additional expertise and/or knowledge is required, we have the ability to tap Bureau Veritas's national network of 800 professionals. Outside sub-contractors will not be utilized for the Town's Program.

### PROJECT ORGANIZATION CHART





**BUREAU  
VERITAS**

## CHEYENNE IRBY

### PROJECT EXECUTIVE

Mr. Irby is a trained Architect with experience in the public housing, K-12, higher education, government, and retail industries, as well as facilities with specialty programming. He has experience with consulting and implementing facility services such as operational management, capital planning, feasibility studies, facility management, and asset management. As Project Executive, he is responsible for overseeing all contractual aspects of the project. He will have primary responsibility for defining the scope of engagement, and will meet regularly with BVT's Program Manager and Assessment Team to assure that the client's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

### PROJECT EXPERIENCE:

#### **City of Danbury, CT**

Facility Condition Assessment w/ Inventory

#### **Town of Weymouth, MA**

Facility Condition Assessment w/ Inventory

#### **Town of Wakefield, MA**

Facility Condition Assessment

#### **Vermont Department of Building and General Services, VT**

Facility Condition Assessment

#### **City of Burlington, VT**

Facility Condition Assessment

#### **Town of Westerly, RI**

Facility Condition Assessment, Inventory

#### **City of Providence, RI**

Facility Condition Assessment, Inventory

#### **Town of Atkinson, NH**

Building Condition Assessments

#### **City of Frederick, MD**

Energy Audit

#### **City of Lee's Summit, MO**

Facility Condition Assessment & Energy Audit

### YEARS OF EXPERIENCE: 15



### Education

Master of Business, University of Maryland

MS, Real Estate Development & Architecture, University of Maryland

BS, Architecture, University of Maryland



## IVAN MENESES, CEM, CRM, PE

### PROGRAM MANAGER

Mr. Meneses is a certified Energy Manager with 25 years of experience in the government, retail, industrial, higher education, and K-12 Education industries. As Energy Manager, Mr. Meneses supervises teams of architects and engineers conducting energy audits. He is responsible for delivering results of the energy audit, and he is the main point of contact for the energy related items throughout the project.

### PROJECT EXPERIENCE

YEARS OF EXPERIENCE: 25

#### State of Vermont, VT

Facility Condition Assessment & Energy Audit

#### Vermont Agency of Education, VT

Facility Condition Assessment & Energy Audit

#### Milford Housing Authority, MA

Energy Audit

#### Consolidated School District of New Britain, CT

Facility Condition Assessment

#### Philadelphia Housing Authority, PA

Energy Audit

#### Chester Housing Authority, PA

Energy Audit

#### City of Detroit, MI

Facility Condition Assessment & Energy Audit

#### Addidas Spartansburg Facilities, SC

Facility Condition Assessment & Energy Audit

#### City of Highland Park, IL

Utility Allowance Program

#### Safran, US, Mexico

Energy Audit



### Education

BS, Mechanical Engineering, Polytechnic University of PR

MS, Building Construction, Georgia Institute of Technology

### Registration

Professional Engineer | FL PE62542

Certified Energy Manager | 22793





**BUREAU  
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## BILL CHAMPION, PHD, PE, CEM

### QUALITY ASSURANCE / QUALITY CONTROL

Mr. Champion is a Professional Mechanical Engineer, and certified Energy Manager with 28 years of experience in the higher education, government, retail, industrial, and K-12 Education industries. As Quality Assurance Manager, he is responsible for technical review of deliverables. He has extensive experience with projects of similar scope for K-12 education clients.

### PROJECT EXPERIENCE:

#### **PSEG, NJ, NY, CT**

Facility Condition Assessment & Energy Audit

#### **State of Vermont, VT**

Facility Condition Assessment

#### **City of Cambridge, MA**

Facility Condition Assessment & Inventory

#### **City of Somerville, MA**

Facility Condition Assessment & Inventory

#### **Town of Weymouth, MA**

Facility Condition Assessment & Inventory

#### **City of Saco, MA**

Facility Condition Assessment & Inventory

#### **City of Schenectady, NY**

Facility Condition Assessment & Inventory

#### **City of Hoboken, NJ**

Facility Condition Assessment & Inventory

#### **City of Linden, NJ**

Facility Condition Assessment & Inventory

#### **Montgomery County, MD**

Facility Condition Assessment & Energy Audit

#### **City of Casa Grande, AZ**

Facility Condition Assessment & Energy Audit

### YEARS OF EXPERIENCE: 30+



### Education

PhD, Civil Engineering, Univ of MD  
MBA, University of Rochester  
MS, Mechanical Engineering, SUNY  
BS, Mechanical Engineering, SUNY

### Registration

PE | MD #40120; NY #08786; DC #PE906172  
Certified Energy Manager #16649



**BUREAU  
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## MARY ENDSLEY, RA ASSESSMENT TEAM

### PROJECT EXPERIENCE:

**Boston Public Schools, MA**  
Facility Condition Assessment & Energy Audit

**Town of Wrentham, MA**  
Facility Condition Assessment

**Town of Hull, MA**  
Facility Condition Assessment

**State of Rhode Island, RI**  
Facility Condition Assessment

**Town of Bourne, MA**  
Facility Condition Assessment

### YEARS OF EXPERIENCE: 23



#### Education

Bachelor of Architecture, NY Institute of  
Technology

#### License & Certification

Registered Architect | NY | 029419-1



**BUREAU  
VERITAS**

## DAVID HARRELL, PE, CEM ASSESSMENT TEAM

### PROJECT EXPERIENCE:

**City of New Bedford, MA**  
Facility Condition Assessment w/ Inventory

**Town of Wakefield, MA**  
Facility Condition Assessment w/ Inventory

**City of Danbury, CT**  
Facility Condition Assessment

**State of Rhode Island, RI**  
Facility Condition Assessment

**Chesterfield County, VA**  
Facility Condition Assessment

### YEARS OF EXPERIENCE: 22



#### Education

MS, Transportation Technology and Policy,  
University of California, Davis  
BA, English, University of Massachusetts,  
Amherst

#### License & Certification

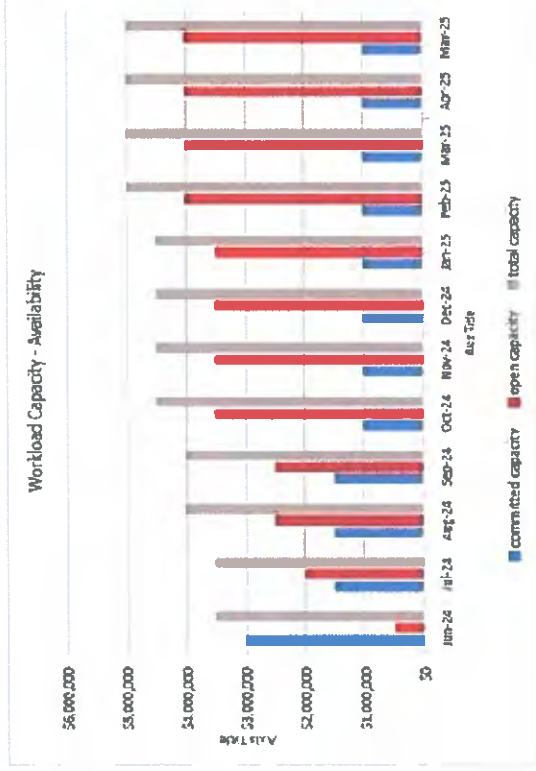
Professional Engineer | MD #40120; NY  
#08786; DC #PE906172  
Certified Energy Manager | 16649

## Availability and Capacity

Bureau Veritas has maintained itself as a viable, professional assessment services corporation. BVTA is fully staffed to manage any size project load, including simultaneous multiple site projects. Our field staff can provide a commitment of time suitable to the needs of the proposed Town program. The proposed project would be a significant one for BVTA, and we have the in-house resources to fully staff this project without program disruption or cost impact.

Bureau Veritas has 800 staff and a dedicated Asset Management team. The regional team usually has approximately three to five concurrent assessment projects engaged that range from 400,000 SF to 1,000,000 SF. For example, currently we have three School Districts, one University, and three Municipal projects concurrently in progress. BVTA has a very scalable staff and can provide resources from one team to over ten teams on a project.

Currently, BV is conducting Energy Audits and Facility Condition Assessments for the State of Vermont and intends to leverage the resources from that program to gain sufficiency and expertise for Old Orchard Breach's program.



Availability of all key personnel is included in the chart below.

## Project Personnel

| Key Personnel | Project Role      | Years of Experience | Certification / Registration | Availability to Project | Energy Experience |
|---------------|-------------------|---------------------|------------------------------|-------------------------|-------------------|
| Cheyenne Irby | Project Executive | 15                  | -                            | 20%                     | ✓                 |
| Ivan Meneses  | Program Manager   | 25                  | CEM, CRM, PE                 | 80%                     | ✓                 |
| Bill Champion | QA/QC             | 30+                 | PhD, PE, CEM                 | 30%                     | ✓                 |
| Mary Endsley  | Assessment Team   | 23                  | RA                           | 100%                    | ✓                 |
| David Harrell | Assessment Team   | 22                  | PE, CEM                      | 100%                    | ✓                 |

### 3. RELEVANT EXPERIENCE

Annually, BVTA assesses thousands of properties for clients similar to the properties in the Town of Old Orchard Beach, and has developed a proven and efficient methodology for our assessments and data collection. This project is of interest to Bureau Veritas as we have completed projects similar to the scope that the Town has outlined and BV believes we can efficiently execute in a timely manner. Bureau Veritas has over 200 years of experience that includes facility condition assessments, energy audits, and capital improvement planning throughout the United States and globally, and we believe the Town will benefit by working with us. The Town's RFP requested a list of current, pending, and backlog project with completion percentages. The following is a sample set list of projects BVTA has conducted with similar scope and complexity to the Town's RFP. BV completes an average of 4,000 projects in a year with hundreds in flight nationally at any given moment; all projects currently and within the last 5 years have been executed within the proposed timeframe and within budget; a more extensive list can be generated, and additional references can be provided by request.

| Client Name                              | State  | Services                                                           | Completion   |
|------------------------------------------|--------|--------------------------------------------------------------------|--------------|
| Michigan Department of Education         | MI     | Facility Condition Assessment & Energy Audit                       | Just Awarded |
| Rhode Island Department of Education     | RI     | Facility Condition Assessment & Energy Audit                       | Just Awarded |
| Town of Oak Bluffs                       | MA     | Facility Condition Assessment, Inventory                           | Just Awarded |
| Town of Berlin                           | MA     | Facility Condition Assessment, Inventory                           | Just Awarded |
| State of Vermont                         | VT     | Facility Condition Assessment & Energy Audit                       | Ongoing      |
| City of Burlington                       | VT     | Facility Condition Assessment, Sidewalk Assessment                 | Ongoing      |
| City of Attleboro                        | MA     | Facility Condition Assessment, Barcoding, & Preventive Maintenance | Ongoing      |
| State of Connecticut Military Department | CT     | Facility Condition Assessment                                      | Ongoing      |
| Newtown Public Schools                   | CT     | Facility Condition Assessment                                      | Ongoing      |
| Town of Oak Bluffs                       | MA     | Facility Condition Assessment, Barcoding, & Preventive Maintenance | 2023         |
| Arlington County                         | VA     | Facility Condition Assessment, Sidewalk Assessment                 | 2022         |
| State of Delaware                        | DE     | Facility Condition Assessment                                      | 2022         |
| Barnstable Public Schools                | MA     | Facility Condition Assessment                                      | 2022         |
| City of Toledo                           | OH     | Facility Condition Assessment & Energy Audit                       | 2022         |
| City of Danbury                          | CT     | Facility Condition Assessment                                      | 2022         |
| First Energy                             | OH, PA | Facility Condition Assessment                                      | 2022         |
| Town of New Bedford                      | MA     | Facility Condition Assessment                                      | 2021         |
| Chester County                           | MI     | Facility Condition Assessment & Energy Audit                       | 2021         |
| City of Ferndale                         | MI     | Facility Condition Assessment & Energy Audit                       | 2021         |
| Town & Schools of Barnstable             | MA     | Facility Condition Assessment, Barcoding, & Preventive Maintenance | 2021         |
| City of Waterbury                        | CT     | RAD Physical Condition Assessment & Energy Audit                   | 2021         |
| City of Phoenix                          | AZ     | Facility Condition Assessment                                      | 2021         |
| City of Detroit                          | MI     | Facility Condition Assessment & Energy Audit                       | 2021         |
| Delaware County                          | PA     | Facility Condition Assessment & Energy Audit                       | 2021         |



**BUREAU  
VERITAS**

## PROJECT PROFILE

# BOSTON PUBLIC SCHOOLS

## FACILITY CONDITION ASSESSMENT, ADA ASSESSMENT & ENERGY AUDIT

Boston Public Schools (BPS) serves more than 52,000 Pre-K through 12th grade students. BPS Maintains and operates a total of 132 buildings; 127 schools facilities and 5 administrative facilities. The average age of a BPS school is 77 years. In order to improve the quality and efficiency of operational services BPS has recently engaged Bureau Veritas (BVTA) to complete a comprehensive Facility Condition Assessment (FCA).

BVTA will perform an in-depth FCA to develop a facilities condition index and enable BPS the ability to complete a district wide capital planning exercise. Using the resulting FCA data, BVTA will develop condition status' of building assets, cost estimates for deficiencies and asset replacements, and develop recommendations for a prioritized improvement plan for BPS buildings across the entire district. BVTA will aggregate a dataset to support short-term and long-term BPS renovation strategies and capital planning scenarios.

BVTA has assembled a team of architectural and engineering professionals that will inspect all BPS facilities. An accurate analysis that identify, through non-destructive means, components and elements that will require maintenance or other planned actions. Additionally the FCA will focus on:

1. Immediate Deficiencies
2. Current Age and Condition of systems and building components
3. Estimate replacement cost and date of assets
4. Required industry Preventive Maintenance Schedules
5. Parts Information for Maintenance Assets

BVTA will document all findings from the FCA within narrative reports for each BPS facility, as well a database of findings will be created for capital planning purposes. Additionally, all data will be uploaded to BPS's Computer Maintenance Management Software platform for asset management, maintenance support, and operational management purposes.

### LOCATION

Boston, MA

### SERVICE

Facility Condition Assessment  
ADA Assessment  
Energy Audit

### SIZE

127 Schools  
5 Admin and Support Facilities  
11 MM SF

### FACILITY TYPE

Public Schools

### COMPLETION

2023

### REFERENCE

Teresa Neff-Webster, M.Ed  
Duty Chief of Operations  
Boston Public Schools  
2300 Washington St 5th Floor  
Roxbury, MA 02119  
(617) 635-6583  
tneffwebster@  
bostonpublicschools.org



**BUREAU  
VERITAS**

## PROJECT PROFILE

# NATIONAL GRID

## ENERGY AUDIT AND FACILITY CONDITION ASSESSMENT

Bureau Veritas Technical Assessments LLC (BVTA)\* fielded multiple teams of architects and energy managers to complete facility assessments and energy audits at 36 New York facilities for National Grid, an electricity and natural gas utility operating in New York, Rhode Island, and Massachusetts.

Detailed narrative reports were generated to document existing structures and systems, current condition, and expected remaining useful life of each component. Life safety issues and immediate repair requirements were documented, as well as routine component replacement schedules. Digital photographs were collected of all assets and all current deficiencies.

The energy audits utilized ASHRAE Level 2 protocols. The studies included a review of the buildings' construction features, historical energy and water consumption and costs, review of the building envelope, HVAC equipment, heat distribution systems, lighting, and the buildings' operational and maintenance practices. BVTA evaluated Energy Conservation Measures (ECMs) for the facilities. The savings for each measure were calculated using standard engineering methods followed in the industry, and detailed calculations for ECMs were provided in the reports. The audits identified energy efficient replacements, upgrades, and maintenance practices to keep within the 10-year payback timeframe.

All collected data were populated into BVTA's customized database with the capacity for report generation, enabling National Grid to schedule maintenance and renewal projects based on their priorities; projects that fit within the existing deferred maintenance budget and initiative funding. The database operates within the Windows platform. Reports, graphics, and digital photographs are linked to the database to enable users to view details related to deficiencies or proposed capital projects.



\*Bureau Veritas Technical Assessments LLC was formerly known as EMG.

### LOCATION

New York

### SERVICE

Energy Audit  
Facility Condition Assessments

### SIZE

1.8 MM SF  
36 Facilities

### FACILITY TYPE

Offices  
Garages  
Warehouses  
Vacant Storage Areas

### COMPLETION

2019

### REFERENCE

Robert M. Paul  
Director Facilities Operations  
Property Services Organization  
nationalgrid  
(929) 342-4000 (Office)  
(347) 452-8491 (Mobile)  
Robert.Paul@nationalgrid.com



**BUREAU  
VERITAS**

## PROJECT PROFILE

# CITY OF DETROIT

## FACILITY CONDITION ASSESSMENT, ENERGY AUDIT

Bureau Veritas Technical Assessments LLC (BVTA) was selected by the City of Detroit to provide facility condition assessments of City-maintained properties. The assessment included thorough examination and lifecycle assessment of the buildings, property, and major systems including structural, building envelope, plumbing, mechanical, electrical, roofing, interior finishes, and ADA compliance. This project included fire stations and training facilities, police stations and other police facilities, courts, detention centers, libraries, recreation centers, parks and playgrounds, amphitheatres, golf courses, greenhouses, ice rinks, museums, a historic fort, clinics and comfort stations, the City's airport, marinas and boat ramps, animal control, road maintenance facilities, horse stables, garages, power plants, cemetery, and other municipal facilities.

BVTA completed a comprehensive reserve schedule to help in the budgeting and replacement of assets as needed over the next 20 years. The project prioritized capital improvement projects, repairs, replacements, and maintenance, in order to help the City prioritize needs over the next 3 to 5 years.

The City also selected BVTA to perform a comprehensive Energy Sustainability Audit to assist the City in developing a plan to reduce its carbon emissions by 35% by 2024. The energy sustainability audit consisted of benchmarking 190 buildings owned by the city through EPA's Portfolio Manager website, along with performing energy and water audits on 80 buildings consisting of fire stations, police stations, libraries, offices, museums, recreation centers, and golf courses. In addition to the energy assessments, BVTA also assisted the City in developing the retro-commissioning plan to bring the buildings back to its design state along with completing Solar Photovoltaic Feasibility study on 90 of its buildings. BVTA was able to identify over 700 non-renewable energy and water savings measures resulting in a projected annual savings of approximately 6,000MTCO<sub>2</sub> emissions along with another 5700MTCO<sub>2</sub> emission reductions through proposed installation of rooftop Solar PV arrays.



### LOCATION

Detroit, Michigan

### SERVICE

Facility Condition Assessment  
Energy Audit

### SIZE

8.3 MM SF  
130 Facilities

### FACILITY TYPE

City Hall & Administrative Offices  
Recreation Centers & Parks  
Golf Courses & Ice Rinks  
Parking Structures  
Fire & Police Facilities  
Detention Centers & Courthouses  
Clinics & Comfort Stations  
Libraries  
Museums & Historic Sites  
Aquarium & Zoo  
Airport  
Marinas & Boat Ramps  
Garages & Maintenance  
Public Works & Power Plants

### COMPLETION

2021

### REFERENCE

La Juan Counts  
City of Detroit  
2 Woodward Avenue, Suite 1100  
Detroit, MI 48226  
(313) 224-4614  
[counts@detroitmi.gov](mailto:counts@detroitmi.gov)



**BUREAU  
VERITAS**

## PROJECT PROFILE

# VERMONT DEPARTMENT OF BUILDINGS AND GENERAL SERVICES

## FACILITY CONDITION ASSESSMENT, ENERGY AUDIT

Bureau Veritas Technical Assessments LLC (BVTA) was selected in 2013 on this 5-year contract to perform Facility Condition Assessments for the State of Vermont. The work included facility condition assessments and Level II Energy Audits on all State-owned buildings (excluding Waterbury State Office Complex); a total of 285 buildings with 3,590,000 gross square feet, and a replacement value of \$785,000,000; all correctional facilities, a total of 690,000 gross square feet, and an update to the Vermont Veterans' Home Report of 2006 in phases over 4 years.

Our team organized the property assessment schedule and coordinated with the State regional team to perform assessments efficiently without disrupting facility activities. The assessments included complete visual inspections of facility components (exterior systems, interior finishes, fire/life safety systems, accessibility issues, MEP Systems, and security systems). We described facility deficiencies, provided corrective action for each deficiency, and established prioritization standards to characterize deficiencies. We also performed a Level II energy audit for each facility, and made recommendations for Energy Conservation Measures (ECMs).

BVTA's database included immediate/short term repairs, a 20-year capital plan with cost estimates, digital full color photographs of each property, and the Facility Condition Index (FCI) for each facility. An active database was provided to the State with property descriptions, breakdown of building components utilizing the Unifomat classification, and the capital plan presented as potential future projects.

BVTA was again awarded a statewide contract to perform energy audits on 351 facilities, a total of 3.4 million square feet, in 2021.

In 2022, BVTA was awarded a multi-year contract to complete rolling facility condition re-assessments of all state facilities, as well as new assessments of all Public Schools throughout the State.

### LOCATION

Vermont

### SERVICE

Facility Condition Assessment  
Energy Audit  
Software Database Solution  
Capital Planning  
Preventative Maintenance

### SIZE

3.6 MM SF  
285 Facilities

### FACILITY TYPE

Tranist, Highway, & Port  
Authorities  
Fire Stations & Police Stations  
Courthouses  
Correctional Facilities  
Agricultural Facilities  
Administrative Offices  
Warehouses & Garages  
Hospitals

### COMPLETION

2013-Current

### REFERENCE

Joe Aja  
Buildings & General Services  
State of Vermont  
2 Governor Aiken Avenue  
Montpelier, VT 05633 5801  
(802) 272-4949  
joe.aja@vermont.gov





**BUREAU  
VERITAS**

## PROJECT PROFILE

# CITY OF FREDERICK

## ENERGY AUDIT

Bureau Veritas was contracted by the City of Frederick to complete an ASHRAE Level II Energy Audit. This included:

- Collected, organized, and analyzed energy data. Identified detailed energy usage for the Annex and DPW Complex.
- Inspection of the building envelope characteristics and conditions for each facility. Also, performed an assessment of all building systems, their efficiency, and operating condition.
- A complete analysis of energy usage data and system conditions resulting in a report that outlines priority energy conservation and system improvement measures along with cost analysis for implementing those measures.
- Developed a priority report that outlines potential energy efficiency retrofits. The report provided a comprehensive list of all energy conservation measures, including estimated installation costs and related energy savings.

The report included: estimated retrofit project cost, estimated energy usage reduction, estimated cost savings, estimated payoff period for selected retrofit projects, and a prioritized retrofit project list.

### LOCATION

Frederick, MD

### SERVICE

Energy Audit

### SIZE

3 Facilities  
126,000 SF

### FACILITY TYPE

City Hall  
Municipal Annex  
DPW Complex

### COMPLETION

2023

### REFERENCE

Keisha Brown  
City of Frederick  
111 Airport Drive East  
Frederick, MD 21701  
(301) 600-1194  
klbrown@cityoffrederick.com



**BUREAU  
VERITAS**

## PROJECT PROFILE

# FIRST ENERGY

## FACILITY CONDITION ASSESSMENT

In 2015, BVTA began the first of several contracts with FirstEnergy for Facility Condition Assessments of its portfolio of 70 owned properties across Ohio, Pennsylvania, West Virginia, New Jersey, and Maryland. A total of over 10 million square feet of office and administrative space were assessed by our team.

The facilities were assessed to the building system and component levels for condition, remaining life cycle, cost to replace, and evaluation of repair versus replace options. Detailed narrative reports were generated to document existing structures and systems, current condition, and expected remaining useful life of each component. Life safety issues and immediate repair requirements were documented, as well as routine component replacement schedules. Digital photographs were collected of all assets and all current deficiencies. We described facility deficiencies, provided corrective action for each deficiency, and established prioritization standards to characterize deficiencies.

In 2017, we were contracted to perform facility condition assessment updates of all of these facilities, as well as generating stations. We collaborated with FirstEnergy to develop a system of prioritizing each asset in the portfolio based on the building's mission criticality, type of asset, condition, and remaining useful life. We delivered all data into our customized asset management software application, AssetCALC™. This system allows FirstEnergy to identify future funding needs, and assists in developing its annual Facilities Management budget.

BVTA in 2021 is again performing facility condition assessment updates of FirstEnergy's facilities, including operational, service, and control centers; data centers; transmission facilities; training facilities; administrative offices; and warehouses, garages, storage, and other support facilities.

### LOCATION

OH, PA, WV, NJ, MD

### SERVICE

Facility Condition Assessment  
Capital Planning Database

### SIZE

10 MM SF  
70 Facilities

### FACILITY TYPE

Commercial and Industrial  
Utility Service Stations & Facilities  
Data Centers  
Offices  
Training Centers  
Operations Centers

### COMPLETION

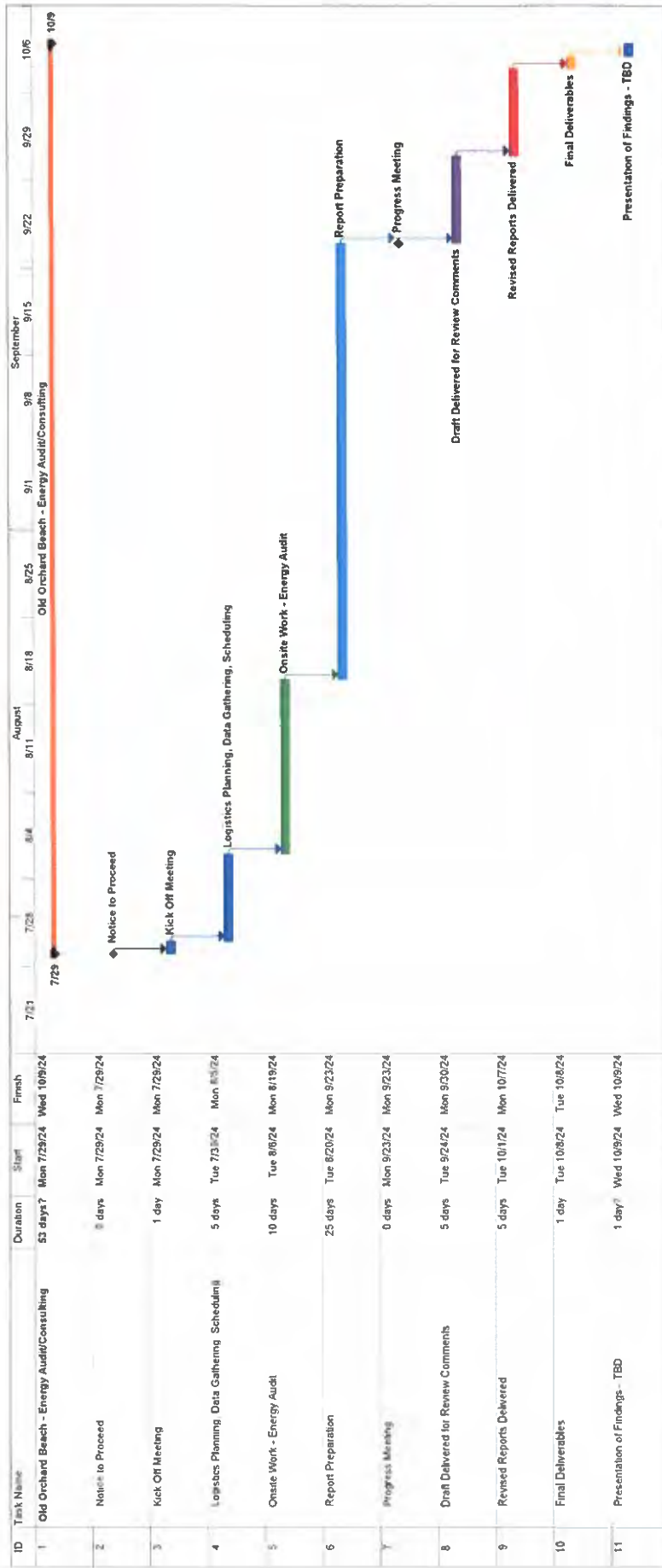
2015-2022

### REFERENCE

Adrian Labra  
FirstEnergy  
76 S. Main Street  
1st Floor  
Akron, OH 44308  
(330) 761-6089  
palabra@firstenergycorp.com

## 4. PROPOSED SCHEDULE

BVTA has the required resources to perform the project in a timely manner. The proposed schedule below is open to discussion between the Town and BVTA.



## 5. PROPOSED FEE

The following fees include all costs associated with travel, lodging, car rental, food, tools, equipment, and all other miscellaneous expenses applicable to the work related to this project. There is not a charge or subscription fee associated with the AssetCALC Database.

| SERVICE - FACILITY CONDITION ASSESSMENT W/ INVENTORY | FEE (Fixed Price) |
|------------------------------------------------------|-------------------|
| Energy Audit                                         | \$ 32,500.00      |

## HOURLY RATES

| Team Role                  | Hourly Rate (\$) |
|----------------------------|------------------|
| Project Executive          | \$190.00         |
| Program Manager            | \$140.00         |
| Project Manager I (PE/RA)  | \$120.00         |
| Project Manager II (PE/RA) | \$130.00         |
| Quality Control Manager    | \$135.00         |
| Technical Report Reviewer  | \$115.00         |
| Administrative             | \$80.00          |

BV will submit a monthly invoice inclusive of all services performed during that period. The per site fee will be established per the schedule of values provided at the program kick-off, and invoiced at the billing milestones stated below. Invoices will be payable within 30 days of receipt:

Completion of onsite assessments: 50% of per site fee  
Delivery of Draft Reports: 45% of per site fee  
Delivery of Final Reports: 5% of per site fee

Upon receipt of each monthly invoice, the amount due per billing milestone is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact BV-invoicing@BVNA.com to pay via credit card or to receive wiring instructions. Please ensure that BV Proposal #168799.24P or invoice number is clearly identified on all payments and correspondence for proper credit.

Please submit all draft comments to BV within 60 days of draft delivery. Unless otherwise communicated, BV will consider all drafts approved for finalization after 60 days, and the remaining balance due will be invoiced.

6/24/24  
12:39



150 Dow Street Tower 4, Suite 350, Manchester, NH 03101  
Tel: 603.263.9296

June 24, 2024

Town Manager  
Town of Old Orchard Beach  
1 Portland Ave.  
Old Orchard Beach, ME 04064

Re: **Municipal Buildings Energy Audit**

Dear Whom it May Concern:

Weston & Sampson Engineers, Inc. (Weston & Sampson) is pleased to submit this proposal for the above-referenced project. Since 1899, Weston & Sampson has provided municipalities, public agencies, and private sector clients with cost-effective, innovative solutions to their engineering challenges.

We understand that the Town of Old Orchard Beach is seeking qualifications and proposals from vendors for municipal buildings energy audits at six (6) municipal buildings. As a full service multi-disciplinary consulting firm, we offer the Town of Old Orchard Beach the following advantages for the scope of services:

- **Company Expertise** - Our multidisciplinary team has experience as a **Dedicated Energy Practice** with over 15 years of delivering technically sound, energy efficiency, energy auditing, commercial and utility-scale renewable energy projects, electric vehicle charging station efforts, and energy resiliency.
- We have helped customers apply for and receive millions of dollars in incentives and rebates through various state and utility energy efficiency programs since 2013.
- We have conducted energy efficiency projects that have saved customers over **6 million kWh** in energy savings through various Energy Conservation Measures (ECMs).
- We have extensive experience in energy auditing, energy assessments, and energy efficiency projects with municipalities throughout New England. We are familiar with local building codes and energy efficiency regulations.
- Weston & Sampson is well versed in current energy efficiency best practices and maintain a staff of professional engineers, **certified energy managers**, and **certified energy auditors** who are required to take continuing education classes each year.

Weston & Sampson proposes to complete the project on a lump sum basis for a **not to exceed fee of \$33,500**. We have based this fee on our understanding of the opportunity and the identified scope of services outlined in your RFP. We are amenable to discussing or refining our approach to pricing in a way that is mutually beneficial and agreeable.

The following table provides a breakdown of costs by the tasks outlined in our scope of services and timeline.

| Task                                                                | Estimated Total Cost |
|---------------------------------------------------------------------|----------------------|
| Task 1: Data Review                                                 | \$3,500              |
| Task 2: Walk Through Assessments                                    | \$10,800             |
| Tasks 3-6: Data Analysis and Recommendations                        | \$9,000              |
| Task 7-9: Report, Data Tabulation, and Review Incentives and Grants | \$10,200             |
| <b>Total</b>                                                        | <b>\$33,500</b>      |

We are confident that we have the experience and depth of resources necessary to provide highly responsive services for the Town's project. We would be happy to meet with you to formally present our capabilities, experience, and approach to this project. Please contact Project Manager Rebecca Mauser-Hoye, PE, CEA at 603-570-6308 or via email at [mauser@wseinc.com](mailto:mauser@wseinc.com) if you have questions or need more information. We would be happy to discuss our qualifications, as well as our proposed project approach, and pricing information.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



Johanna Hall, CEM | Senior Team Leader

**Attachments:**

- Company Profile & Relevant Experience
- Proposed Methodology & Approach
- Qualifications and Experience of Key Personnel, Project References
- Proposed Timeline

# COMPANY PROFILE & RELEVANT EXPERIENCE

## FIRM BACKGROUND

Established in 1899, Weston & Sampson has been providing our municipal clients with cost-effective, innovative solutions to their environmental and infrastructure challenges for well over a century. We offer capabilities ranging from project development, assessment, and planning through permitting, design, construction, and long-term operations and maintenance.

We are a full-service multi-disciplinary consulting firm with more than 800 professionals, including planners, landscape architects, engineers, scientists, and construction inspectors. Our areas of expertise include community planning, landscape architecture; civil engineering; environmental science/permitting; climate resilience/sustainability; stormwater design/drainage; architecture; water/wastewater utility design/treatment; bridge/roadway design; hydraulic modeling; electrical/mechanical/structural/geotechnical/traffic engineering; solid waste services; and construction administration.

## EXPERTISE

Weston & Sampson offers extensive in-house capabilities in dozens of areas, including many areas that are crucial to renewable energy planning, design, and development:

- Energy Efficiency and Energy Auditing/Assessment
- Electric Vehicle Infrastructure
- Renewable Energy
- Sustainable Design & Green Infrastructure
- Climate Resilience
- Geotechnical & Structural Engineering
- Infrastructure Design & Construction
- Site/Civil Development
- Environmental Site Assessment/Demolition/Remediation
- Environmental Compliance & Permitting
- Regulatory & Enforcement Assistance
- Community-Wide & Master Planning
- Recreation Facility Master Planning
- Open Space & Recreation Planning
- Landscape Architecture
- GIS & Digital Mapping
- Public Facilities Planning & Design
- Recreational Facility & Athletic Field/Complex

Weston & Sampson  
transform your environment.

Our mission is to protect, improve, and sustain the natural and built environment to enhance the quality of life.

Our clients are our partners; in our work at parks/trails, athletic facilities, and open spaces, we remain sensitive to community concerns and understand the need to minimize impacts to residents and neighbors.

Weston & Sampson

ENR'S 2022

105 Top 200 environmental firms

131 Top 500 design firms

BBJ'S 2021

1 Largest Landscape Architecture Firms in Massachusetts

64 Largest Private Companies in Massachusetts

#3 Largest Engineering Firms in Massachusetts

- Landscape Planning & Restoration
- Transportation & Traffic Engineering
- Aquatics Design & Engineering
- Architecture
- Watershed & Stormwater Management
- Wastewater Collection & Treatment
- Wetlands Replication & Restoration
- Solid Waste Planning, Design & Management
- Hydrology & Hydraulics
- Water Supply Development/Treatment/Pumping/Distribution
- Construction Inspection, Oversight & Management
- Water/Wastewater System Operation/Maintenance/Repair

## EXPERIENCE

### ENERGY AUDITING

Weston & Sampson provides energy auditing services for municipalities, commercial, industrial, campus, and public sector clients. Specific types of projects include, but are not limited to, wastewater treatment plants, municipal and state agency facilities, historic residential structures, schools, correctional facilities, pools, industrial and commercial facilities, and office buildings. Along with analysis services, we offer design and construction management to our clients who wish to implement recommended measures.

Weston & Sampson has considerable experience assessing potential Energy Saving Measures. With our design and construction divisions, we can implement desired improvements seamlessly. Our engineers have conducted audits and energy-related surveys for over 1,000 publicly- and privately-owned entities throughout the country. Weston & Sampson has routinely worked with energy providers to implement energy conservation programs and has been accepted as Technical Advisors (TA) for several utility companies. Weston & Sampson is also accomplished in assisting clients to apply for and obtain grants and funding to facilitate energy audits and energy efficient conservation measures.

We offer full-service design capabilities for new facilities and rehabilitation and retrofits for aging systems with energy efficient equipment replacement, building envelope, and equipment specifications that take advantage of available prescriptive energy efficiency measures and rebates, as well as custom measures for unique industrial applications.

We routinely identify energy conservation measures in our energy auditing services and present them in a manner that is easy to understand and where owners can prioritize based on available capital budget, payback requirements, cost of each measure, and expected return on their investment. Our recommendations often include simple operational measures (OM), which often can be easily implemented with little to no cost to an owner whereby they can immediately start to save energy and money.

### ENERGY EFFICIENCY

Weston & Sampson is a pre-qualified Project Expediter (PEX) vendor with National Grid in both their New England and New York territories. Through this qualification we work with customers to study, design, evaluate, and implement Energy Conservation Measures (ECMs) to reduce their energy use and apply for and receive available incentives and rebates through various energy efficiency programs, such as Efficiency Maine, MassSaves, NH Saves. We have helped customers apply for and receive millions of dollars in incentives and rebates through the various programs since 2013. Additionally, we have conducted energy efficiency projects that have saved customers over 6 million kWh in energy savings through various ECMs.

Weston & Sampson is well versed in current energy efficiency best practices and maintain a staff of professional engineers, certified energy managers, and certified energy auditors who are required to take continuing education classes each year. We routinely work with municipalities, regional school districts, water and wastewater districts, highway and transportation facilities and other local government entities.

Our experience with energy efficiency and building retrofits includes conducting energy audits and studies as well as installing the recommended ECMs. We regularly provide and perform energy and water audits, energy master planning, wastewater planning, zero net energy analysis, energy modeling, performance specifications and scopes of work related to ECMs including energy project management support. We provide Energy Audits following ASHRAE Level 1, 2, and 3 standards and prepare performance specifications and scopes of work development for ECMs. Weston & Sampson has also conducted feasibility studies for district energy systems, microgrid evaluations, and energy storage. We routinely design and develop projects that incorporate sustainable design practices and water conservation technology, including design of facilities to meet NetZero and LEED Certified Standards.



## RELEVANT PROJECT EXPERIENCE

To date, we have completed 31 ASHRAE Level I and II energy audits at various facility types including schools, police stations, fire stations, water treatment plants, libraries, recreational facilities, pump stations, town/city halls, and wastewater treatment plants. These audits have provided recommendations to save our clients millions of kWh in energy use and improve the performance and reduce the life-cycle cost of a facility.

Our qualified team of energy professionals includes registered Professional Engineers, Certified Energy Managers, Certified Energy Auditors, LEED® Accredited Professionals, and other competent staff who have successfully worked together to achieve significant energy savings and cost reductions for our customers.

The following provides examples of similar energy audits at municipal facilities that we have conducted.

### CONDITIONS ASSESSMENT AND LEVEL II ENERGY AUDIT

#### Town of Bridgewater, MA

Weston & Sampson has performed an existing conditions assessment and ASHRAE Level II Energy Audit for eight town-owned buildings in Bridgewater, Massachusetts. The buildings included the Highway Department, Keith Homestead, Library, Old Scotland Links Golf Course, Firehouse #2, Police Station, Senior Center, and Recreation Office.

Weston & Sampson evaluated energy cost and efficiency by analyzing energy bills and conducting a detailed and comprehensive survey of the buildings including all energy-using systems and envelope, building operations and building maintenance. We identified



Recommended Energy Conservation Measures (ECMs) for each building that met the town's

constraints and economic criteria. We also included recommendations for operation and maintenance changes, renewable energy solutions, and energy-related capital improvements. As part of the economic evaluation, Weston & Sampson identified a list of potential grants, and other incentives for each measure.

### LEVEL II ENERGY AUDITS

#### City of Amesbury Wastewater Treatment Plant

Weston & Sampson, on behalf of the City of Amesbury, performed an ASHRAE Level II energy audit for the Amesbury Water Treatment Plant to assess key energy performance metrics during daily operations. The objective of the energy audit was to identify and develop modifications that would reduce the energy use and/or cost of operating the Plant.

The energy audit documents energy use and identifies potential energy conservation measures at the Plant. This audit includes a preliminary energy use analysis, with walk through data. With limited building and systems report, based on American Society of Heating, Refrigeration, and Air-Conditioning Engineers, Inc. (ASHRAE) standards.

The results of the audit provided the City of Amesbury with information to determine what, if any, modifications could be implemented to save energy and reduce operating costs. In general, the energy audit includes collection and analysis of historical energy use; studying the building and its operations characteristics; identifying potential modifications that would reduce the building's energy usage and costs; and preparing an ordered list of appropriate modifications. The purpose of the audit was to document energy consumption and to identify potential energy conservation opportunities at the Plant. Weston & Sampson conducted a building



survey and energy analysis to determine current energy usage, and provide recommended energy conservation measures. Following our audit, we prepared an energy model and audit report.

## LEVEL II ENERGY AND WATER AUDIT

### Roxbury Community College

Weston & Sampson was contracted by the Division of Capital Asset Management and Maintenance (DCAMM) to perform an ASHRAE Level II energy and water audit for Roxbury Community College in the Roxbury section of Boston, Massachusetts. Built between 1825 and 1995, the campus consists of six buildings totaling over 350,000 square feet of educational space, including the Reggie Lewis Sports and Athletic Complex.



The audited energy use at the facility was on the order of 6.7 million kWh of electricity, 47,000 Therms of natural gas and 3.4 million gallons of water at annual (2013) cost of approximately \$908,000. We conducted an evaluation of existing equipment conditions and a broad range of water and energy conservation measures (ECMs) that included the use of renewable resources. The recommended ECMs included: lighting, lighting controls, energy management system retro-commissioning with added controls, domestic water fixture replacement, installation of variable frequency drives, vending machine economization, and improvements to electric metering and monitoring systems for management purposes. We also recommended the installation of solar photovoltaic, solar thermal, and integration of a geothermal heat pump system.

The ECMs recommended took into consideration the interactive effects certain measures are likely to have on one another. The estimated cost of the proposed ECMs before grants, rebates and incentives, is on the order of \$6.54 million. An estimated \$2.85 million in grants, rebates and incentives are available for the ECMs, which we believe would yield an estimated \$944,036 in annual cost savings, including revenue from sale of SRECs and net metering credits, with an aggregate simple payback of 3.9 years.

## LEVEL I ENERGY AND WATER CONSERVATION AUDIT

### University of Massachusetts Boston

Weston & Sampson provided an ASHRAE Level I energy audit and a water conservation audit with the objective of developing both Operational Measures (OM) and Energy Conservation Measures (ECMs) targeted to reduce energy and water use at the facility by 60-70%.

The facilities evaluation includes ten buildings on campus which total 1,830,314 square feet.

The ASHRAE Level I includes an assessment of each building's energy cost and efficiency by analyzing energy bills and conducting a brief on-site survey of the building.

It also includes development of a detailed scope of work for Retro-Commissioning activities in the appropriate buildings.



## LEVEL II ENERGY AUDIT AT CAMP CURTIS GUILD DCAMM

Weston & Sampson, on behalf of the Division of Capital Asset Management and Maintenance (DCAMM) and Camp Curtis Guild (CCG), completed an energy and water audit for the 45 buildings comprising the Camp Curtis Guild campus located in the towns of Lynnfield, Reading, and Wakefield, Massachusetts. The project included an existing conditions assessment combined with an ASHRAE Level II audit. The buildings total 177,280 square feet of barracks, office and drill space, classrooms, maintenance shops, latrines, mess halls, and several specialty buildings. With construction dating from the first barracks built during the Great Depression to the field maintenance shop completed in 2007, the scope of the conditions assessment was diversified.

The annual energy use at the facility is approximately 1,500,000 kWh of electricity and 96,400 Therms of natural gas. Savings were identified in the areas of lighting, lighting controls, energy management systems, domestic water, insulation, weather-stripping, and replacement of HVAC equipment.



## FIRM REPUTATION

Weston & Sampson has been widely recognized for our excellence in engineering by various industry associations, which is further testimony of our creativity and performance. All of this has contributed to a consistently high company-wide client return rate.

“ Weston & Sampson has not only brought multi-disciplinary professionalism and innovative expertise to the technical aspects of our Brownfields program, but a personalized, down-to-earth partnership that has reinforced confidence within our community. Weston & Sampson has served as an invaluable asset in project management, allocating grant funds, and community outreach activities. ”

– Amber Wakley, Grants & Marketing Specialist, Town of Stafford, CT

# PROPOSED METHODOLOGY & APPROACH

## PROJECT UNDERSTANDING

Our understanding of the project is based on our review of the Town of Old Orchard Beach, Maine's Request for Proposal (RFP) and our experience with similar projects. Through our work on numerous energy audits in municipal buildings, Weston & Sampson understands the issues to be addressed during a detailed energy audit.

The purpose of the energy audits is to identify opportunities for energy efficiency improvements and cost savings. We understand that the Town is looking to conduct detailed energy audits for the following six (6) municipal buildings:

- Town Hall: 1 Portland Ave.
- Police Department: 16E Emerson Cummings Blvd
- Fire Department: 136 Save Ave
- Public Works: 103 Smithwheel Rd
- Wastewater Treatment Facility: 24 Manor St
- Libby Memorial Library: 27 Staples St.

**Project Management:** Weston & Sampson has assembled a team with a proven track record of keeping projects on schedule. During critical points, these personnel will devote up to 100% of their time, as needed, to complete the work within your timeframe. Our key staff members will work collaboratively to drive the schedule and maintain a high level of proactive communication.

The following scope of services was outlined in the RFP. Our project team members are versed in various stages of energy auditing.

## METHODOLOGY AND APPROACH

### Project Understanding

An ASHRAE Level II audit includes a building survey and energy analysis by area. This includes a fuel use analysis and benchmarking of the building to gauge overall performance. Energy consumption is broken

out by end use to assist the owner and operators in understanding which areas of operation may present the greatest opportunities. Utility rates will be analyzed to evaluate if there are rate change opportunities or if specific utility rate DSM programs are available to the building. Key building representatives (owners, managers, operators, and occupants) are interviewed to gain a thorough understanding of the operational characteristics of the building, to explore potential problem areas, and to clarify financial and non-financial goals of the assessment.

The site assessment may include a variety of diagnostic testing. Depending on the types of systems in the building and the reported problems or issues the building may be experiencing, diagnostics may include any of the following:

- Combustion analysis and steady state efficiency testing;
- Pump and motor efficiency testing;
- Lighting level assessment (foot candles and lighting power density);
- Duct leakage testing;
- Air flow and temperature measurements;
- Water flow and temperature measures;
- Infrared thermography;
- Solar shading analysis;
- Electrical testing; and
- Relative humidity testing.

Once the site assessment is completed, an energy model/building simulation and engineering calculations are developed to create recommended Operational Measures (OM) or Energy Conservation Measures (ECMs). The OM and ECMs will be categorized based on energy use area, estimated energy and cost savings, implementation cost, and simple payback.

In addition to the energy model, an audit report is developed that documents building conditions, operational characteristics, and proposed energy savings measures. The report also lists any potential capital-intensive improvements that require more

thorough data collection and engineering analysis such as a (Level III Audit), and a preliminary judgment of potential costs and savings associated with those improvements.

Weston & Sampson is familiar with local building codes and energy efficiency regulations. The audit report and recommendations will adhere to the applicable codes and regulations for the Town of Old Orchard Beach.

## Project Scope

Weston & Sampson proposes the following scope of work for a Level II Energy Audit:

1. Any previous audits, studies, and reports will be reviewed and considered.
2. Walk through assessment of facility, including buildings and processes for each area where some form of energy is used. Each building walk through will identify major energy consuming devices such as lighting, pumps, motors, heating ventilation and air conditioning (HVAC) and process equipment.
3. The current energy consumption and cost will be reconciled and benchmarked. Forms of energy purchased and used, including electric, gas, oil, propane, steam, etc., are tabulated to evaluate energy utilization index for the facility or process operation.
4. Where appropriate, general recommendations are made with respect to overall energy use and improvements for higher energy efficiency without significant changes in occupancy comfort, safety building code compliance.
5. Estimate the cost to retrofit/upgrade existing equipment with projected energy and cost savings. Recommendations generally include equipment specifications, installation and maintenance requirements.
6. Each recommended Operational Measure (OM) or Energy Conservation Measure (ECM) will be categorized based on energy use area, estimated energy and cost savings, implementation cost, and simple payback.
7. The results will be incorporated into a written report using industry standard format.

8. Tabulated data can be provided in spreadsheet format to facilitate future use and tracking in several formats and future representing measure type (IE, HVAC, Lighting, etc.), payback and carbon (CO<sub>2</sub>) reduction and general category classification such as capital improvement, education, training etc. Alternative energy sources will be detailed separately.
9. Federal and State grants and utility incentives will also be reviewed and incorporated into the cost ECM cost estimates investigated and applied where appropriate.

The Energy Audit report will include:

- Identification of ECMS and potential savings;
- Analysis of energy use patterns and trends;
- Evaluation of building envelope, HVAC systems, lighting, and other energy-consuming systems;
- Cost-benefit analysis for recommended ECMs;
- Recommendations for renewable energy options; and
- Prioritization of ECM's based on return on investment and other criteria.

Weston & Sampson has recognized energy expertise and our work has been accepted by government agencies and utilities, including Eversource Energy and National Grid. Our qualified team for this assignment includes registered Professional Engineers, Certified Energy Managers, Certified Energy Auditors, LEED Accredited Professionals, and other competent staff who have successfully worked together on a number of similar energy audits throughout the region.

# QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL, REFERENCES

Weston & Sampson has assembled a team of experts with the qualifications and experience to provide a sound energy audit for the six (6) identified buildings in the Town of Old Orchard Beach. Our team includes highly qualified professionals, along with technical and support specialists who have successfully worked on similar projects across the Northeast over the past several years. With the multidisciplinary nature of our firm, we can address important project issues efficiently and seamlessly using in-house staff familiar with the unique aspects of energy auditing and efficiency.



Below, we provide our project team organization chart that details the lines of communication among all our team members, and their respective roles. On the following page, we highlight the qualifications of our key team members. For detailed resumes, please refer to Appendix A of our submittal.






## Qualifications of Key Staff

Below, we summarize the qualifications and relevant experience of our key personnel available to support

this project. Resumes detailing the education and relevant experience for these key personnel conclude this section.

| PROPOSED STAFF AND QUALIFICATIONS SUMMARY                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name / Role / Location / Contact Info                                                                                                                                                                                                                                                                                                                 | Relevant Qualifications / Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p><b>Johanna Hall, CEM, EIT</b><br/>                     Team Leader<br/>                     Manchester, NH<br/>                     Email: <a href="mailto:halk@wseinc.com">halk@wseinc.com</a></p>                                                              | <ul style="list-style-type: none"> <li>▪ <b>Certified Energy Manager</b> with more than 15 years of engineering experience in energy efficiency and renewable energy projects</li> <li>▪ Project Manager to evaluate sustainability and ECMs for a mixed-use hotel and apartment in Brookline, MA.</li> <li>▪ Project Manager for National Grid Project Expeditor and Eversource BEA/Municipal energy efficiency programs.</li> <li>▪ Project Manager for various Level II Energy Audits, including Roxbury Community College, Camp Curtis Guild, Amesbury WTP, various municipal facilities in Bridgewater.</li> </ul>                                                                                                                                               |
| <p><b>Rebecca Mauser-Hoye, PE, CEA</b><br/>                     Project Manager<br/>                     Manchester, NH<br/>                     Email: <a href="mailto:mauser@wseinc.com">mauser@wseinc.com</a><br/>                     Phone: 603-570-6308</p>  | <ul style="list-style-type: none"> <li>▪ Project manager with more than 10 years of experience in engineering consulting focused on energy services and sustainability.</li> <li>▪ <b>Professional Engineer</b> and <b>Certified Energy Auditor</b>.</li> <li>▪ Currently involved in design and implementation of renewable energy technologies, energy efficiency and auditing, site characterization and regulatory compliance, and construction oversight for various projects</li> <li>▪ Project Manager for 35 ground-mounted Solar Array Critical Issues Reports for ReWild Renewables, throughout New Hampshire and the northeast.</li> <li>▪ Engineer for Level II Energy Audits at UMass Boston, Amesbury, MA WTP, Abington/Rockland three WTPs.</li> </ul> |

| PROPOSED STAFF AND QUALIFICATIONS SUMMARY                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name / Role / Location / Contact Info                                                                                                                                                                                                            | Relevant Qualifications / Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p><b>Samuel Alpert, CEM, CEA, EIT</b><br/>                     Senior Technical Specialist<br/>                     Reading, MA<br/>                     Email: <a href="mailto:alpert.sam@wseinc.com">alpert.sam@wseinc.com</a></p>            | <ul style="list-style-type: none"> <li>Senior Technical Specialist with over 15 years of experience in energy efficiency and electrical engineering.</li> <li>Certified Energy Manager and Certified Energy Auditor.</li> <li>Technical specialist providing technical review of Massachusetts Department of Energy Resources grant applications for a wide range of energy efficiency measures.</li> <li>Technical specialist for energy modeling at various pump stations, municipal buildings, mixed-used buildings.</li> <li>Performed hundreds of energy assessments, audits, and feasibility studies, include Level I, II, and III Energy Audits.</li> <li>Helped certify multiple buildings for Energy Star Certifications.</li> </ul> |
|                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>Michael McQueeney</b><br/>                     Senior Energy Efficiency Analyst<br/>                     Manchester, NH<br/>                     Email: <a href="mailto:McQueeney.Michael@wseinc.com">McQueeney.Michael@wseinc.com</a></p> | <ul style="list-style-type: none"> <li>Senior Energy Efficiency Analyst with over 20 years of experience in energy efficiency.</li> <li>Senior Analyst for Eversource BEA Program conducting energy assessments at various facilities throughout NH.</li> <li>Implemented the business process of Liberty Electric C&amp;I Program, achieving 163% of energy savings goals from 2015-2018.</li> <li>Developed and implemented LED lighting conversion projects at the Salem NH Elementary Schools and the Manchester NH YMCA.</li> </ul>                                                                                                                                                                                                      |
|                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>Derek Cleveland, LEED GA</b><br/>                     Energy Analyst<br/>                     Portsmouth, NH<br/>                     Email: <a href="mailto:cleveland.derek@wseinc.com">cleveland.derek@wseinc.com</a></p>                | <ul style="list-style-type: none"> <li>Energy Efficiency Analyst with over 2 years of energy auditing for home audits.</li> <li>Analyst performing a Level II Energy Audit for two municipal buildings in Middleborough, MA.</li> <li>Analyst conducting various energy assessments at municipal and industrial facilities through the Eversource BEA Program in MA and NH.</li> </ul>                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



## References

Weston & Sampson has built a reputation based upon the successful completion of project goals, meeting project schedules, attention to detail, and delivering cost-effective, quality work. Our commitment to technical excellence and client service has contributed to a consistent company-wide client return rate exceeding 85%.

We invite the Town of Old Orchard Beach to contact the following references to discuss our firm's overall capabilities and past performance on similar initiatives.

**Amesbury WTP Level II Energy Audit (former)**  
**Brookline Sustainability Mission Support (former)**  
Thomas Barrasso  
NH State Energy Manager (current)  
NH Department of Administrative Services  
Concord, NH 03301  
603-271-7920  
[Thomas.barrasso@das.nh.gov](mailto:Thomas.barrasso@das.nh.gov)  
Years as Client: 7

**Eversource BEA and Municipal Energy Efficiency Program**  
Patrick Owens  
Senior Energy Efficiency Consultant  
Eversource Energy  
781-441-8010  
[Patrick.owens@eversource.com](mailto:Patrick.owens@eversource.com)  
Years as Client: 1

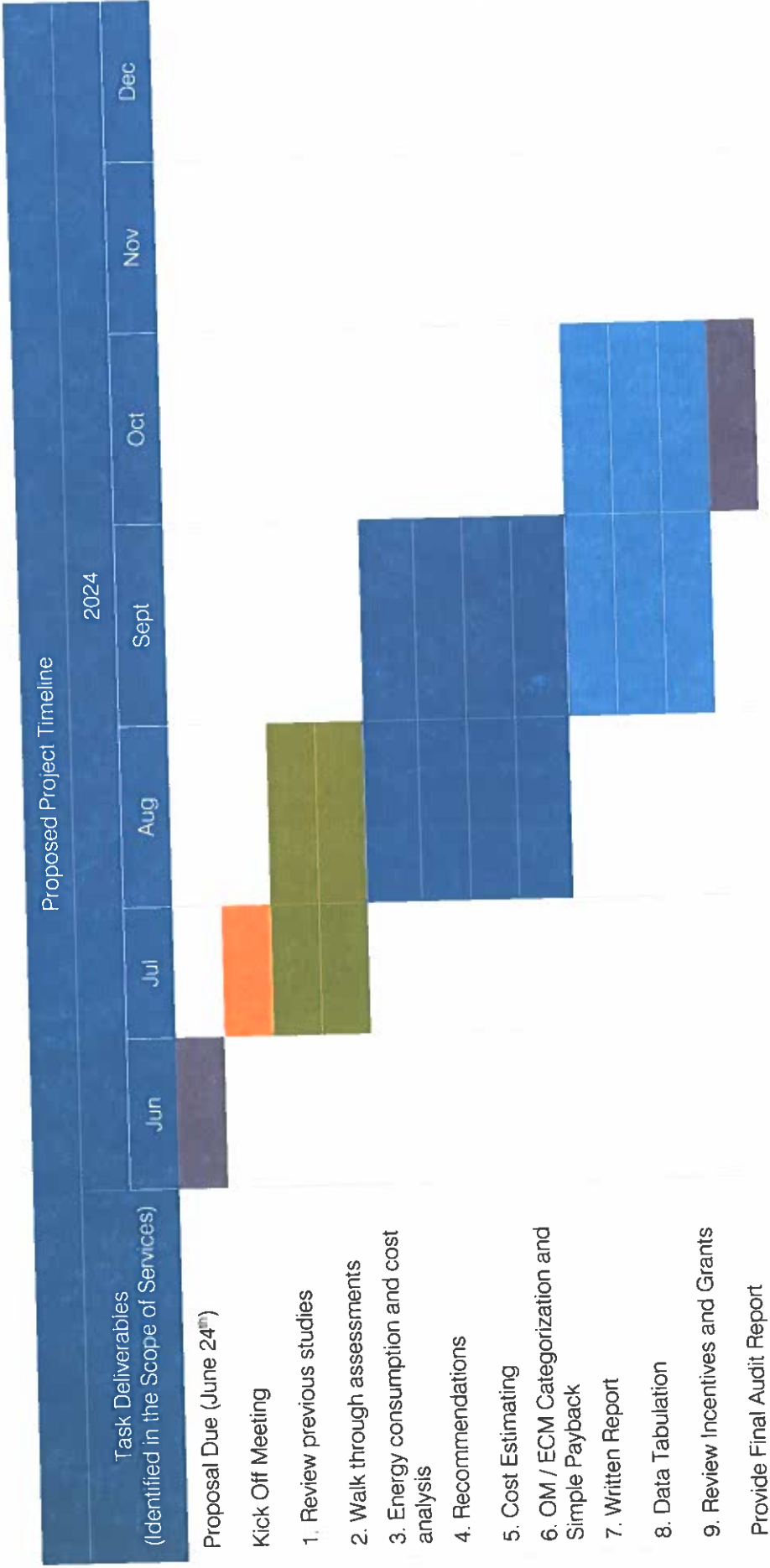
**National Grid Project Expeditor**  
Mathew McCarthy  
PEX Program Manager  
Trade Network Partnerships  
National Grid  
781-621-5208  
[Mathew.McCarthy@nationalgrid.com](mailto:Mathew.McCarthy@nationalgrid.com)  
Years as Client: 12

**Holliston Sustainability Coordinator**  
Travis Ahern, Town Administrator  
Town of Holliston  
703 Washington Street  
Holliston, MA 01746  
508-429-0608  
[ahernt@holliston.k12.ma.us](mailto:ahernt@holliston.k12.ma.us)  
Years as Client: 1

# PROPOSED TIMELINE

## Anticipated Project Timeline

Weston & Sampson consistently establishes workable project timelines or works within pre-set project timelines. We have developed key milestone deliverables associated with each task identified in the Scope of Services. The following table provides our estimation of the deliverables, anticipated task duration, and interrelation with other work tasks.



## BACKGROUND

2023-Present  
Senior Team Leader  
Weston & Sampson

2018-2023  
Team Leader  
Weston & Sampson

2015-2018  
Project Manager  
Weston & Sampson

2010-2015  
Project Engineer  
Weston & Sampson

2005-2010  
Engineer  
Weston & Sampson

2004  
Engineering Assistant  
United States Army Corps of  
Engineers

2001-2003  
Engineering Assistant  
Massachusetts Institute of  
Technology Lincoln Laboratory

## EDUCATION

2020  
Master of Business Administration  
Engineering Management  
Southern New Hampshire University

2004  
Bachelor of Science  
Civil Engineering  
Minor Environmental Geology  
Northeastern University

## PROFESSIONAL REGISTRATION

Certified Engineer in Training (EIT)  
OSHA 10-Hour Construction Safety  
and Health Training  
Certified Energy Manager (CEM)

## PROFESSIONAL SOCIETIES

Association of Energy Engineers

Johanna serves as a senior team leader in our Environmental, Geotechnical, and Energy group. In this role, she is responsible for management and overview of project teams, budget, schedule and technical performance. She has more than 15 years of engineering experience in the permitting, design and implementation of renewable energy technologies and energy efficiency projects for municipal and private entities. Johanna is a Certified Energy Manager (CEM), as designated by the Association of Energy Engineers.



## SPECIFIC PROJECT EXPERIENCE

**Sustainability Study and Mixed-Use Development Energy Model, Brookline, Massachusetts.** Served as the project manager to evaluate sustainability and energy conservation measures for a mixed-use hotel and apartment development in Coolidge Corner. The intent of the project was to explore the feasibility of incorporating sustainable practices into the proposed building design with the goal of eliminating fossil fuel use by the year 2050. Oversaw the development of the complete building energy model, which identified energy use by use area. Project deliverables also included developing a series of energy efficient design concepts, which were recommended to be incorporated into the final building design.

**Utility Energy Efficiency Projects, National Grid Project Expediter Program.** Project manager for implementation of utility energy efficiency projects under National Grid's PEX program. Assists clients in assessing and implementing energy conservation measures and improvements at various facilities, including municipal office buildings, schools, water and wastewater treatment plants, pump stations and related public infrastructure which use all forms of energy. Coordinates site evaluations; evaluates existing electric and gas usage; prepares engineering analyses for energy savings estimates and rebate amounts for various projects; and prepares rebate applications on behalf of the customer for submittal to National Grid.

**ASHRAE Level II Energy Audits, Bridgewater, Massachusetts.** Project engineer for ASHRAE Level II energy audits for eight municipal buildings, including a police station, public library, fire station, public works facility, multiple recreation facilities, historic homestead, and a senior center. Identified ECMs that could be implemented to reduce energy consumption by over 90,000 kilowatt hours annually and save \$15,000 per year. Responsibilities included site data collection, existing conditions assessment, utility usage and rate data collection, and data evaluation. Also ranked and prioritized the recommended ECMs and prepared the final report deliverable.

**Level II Energy Audits, Amesbury, Massachusetts.** Served as the project manager for an ASHRAE Level II energy audit at Amesbury's water treatment plant. Work included a building survey and energy analysis to determine current energy usage and providing recommended energy conservation measures. Assisted in preparation of the energy model and audit report.

[On-Call Renewable Energy "House Doctor" Contract, Commonwealth of Massachusetts](#). Project engineer for this \$500,000 statewide contract used by multiple state agencies to help develop renewable energy projects for the Commonwealth of Massachusetts. The project included wind feasibility studies, design and procurement support for the development of nearly 4.0 megawatts of installed wind capacity, and nearly 1.0 megawatts of solar photovoltaic projects installed and operating in the state.

[ASHRAE Level II Energy Audits for Wastewater Treatment Facilities, Various Locations, Massachusetts](#). Project manager for energy audits for three large regional wastewater treatment facilities (20-30 mgd). Evaluated energy process and equipment modifications to decrease energy use and reduce operating costs. Identified ECMs and OMs that could potentially reduce electricity use by 3.2 million kilowatt hours, saving an estimated \$458,000 annually in electricity costs. Responsibilities included site data collection, existing conditions assessment, utility usage and rate data collection, and data evaluation. Also ranked and prioritized the recommended ECMs and prepared the final report deliverable.

[Level II Energy Audit and Feasibility Study for Roxbury Community College, Boston, Massachusetts](#). Project engineer for a Level II energy audit and feasibility study as part of the geothermal design for the college campus, which encompasses six buildings totaling approximately 431,000 square feet of space. Responsible for an existing conditions assessment, savings calculations with costs estimating, and report writing. Coordinated the auditing team and confirmed the savings reported.

[ASHRAE Level II Energy Audits for Water Treatment Plants, Various Locations, Massachusetts](#). Project engineer for the ASHRAE Level II energy audit for the Great Sandy Bottom Pond Water Treatment Plant in Pembroke, the John F. Hannigan Water Treatment Plant in Rockland, and the Myers Avenue Water Treatment Plant in Rockland. Responsibilities included site data collection, existing conditions assessment, utility usage and rate data collection, and data evaluation. Also ranked and prioritized the recommended ECMs and prepared the final report deliverable.

[ASHRAE Level I Energy Audit, Water Conservation Audit, and Facilities Evaluation, UMass Boston](#). Project manager for an ASHRAE Level I energy audit and a water conservation audit and facilities evaluation for the UMass Boston campus. The objective of the audit was to identify and develop operational measures and energy conservation measures to reduce energy and water use at the facility by 60-70%. The audit included evaluation of ten buildings encompassing 1,830,300 square feet. Measures identified included opportunities related to lighting, mechanical systems, building shell, water conservation, and retro commissioning of the existing building energy management systems.

[Town-Wide Screening Level Study, Stoughton, Massachusetts](#). Completed a town-wide screening level study that evaluated renewable energy opportunities for the town. The study examined 14 town-owned facilities including public school buildings. The feasibility of applying wind, solar, and geothermal heating and cooling systems to reduce energy consumption for the town was determined. Technical and economic factors were evaluated.

# REBECCA MAUSER-HOYE, PE, CEA

## BACKGROUND

2018-Present  
Project Manager  
Weston & Sampson

2014-2020  
Project Engineer  
Weston & Sampson

2010-2014  
Engineer  
Weston & Sampson

2007  
Intern  
Bovis Lend Lease LMB, Inc.  
New York, New York

## EDUCATION

2011  
Master of Science  
Civil Engineering  
University of New Hampshire

2008  
Bachelor of Science  
Mechanical Engineering  
Union College

## PROFESSIONAL CERTIFICATIONS

Professional Engineer:  
New Hampshire No. 16138

Certified Energy Auditor

OSHA 40-hour HAZWOPER  
OSHA 10-hour  
CPR/First Aid

## PROFESSIONAL AFFILIATIONS

New England Women in Energy  
and the Environment

## PRESENTATIONS & PUBLICATIONS

Damberg-Mauser, R. "Cleaning up  
the Coal Plant: A Case Study in  
Abatement and Demolition Debris  
Management"

Presented at the 29th Annual  
International Conference on Soils,  
Sediments, Water, and Energy  
- University of Massachusetts  
Amherst

Rebecca is a project manager with more than 10 years of experience in engineering consulting focused on energy services and environmental remediation. She is currently involved in permitting, design and implementation of renewable energy technologies; energy efficiency and auditing; remedial design, site characterization and regulatory compliance; and construction oversight.



## SPECIFIC PROJECT EXPERIENCE

**ASHRAE Level II Energy Audit, Amesbury, Massachusetts.** Engineer assisting in an ASHRAE Level II energy audit at Amesbury's water treatment plant. Work included a building survey and energy analysis to determine current energy usage and provide recommended energy conservation measures. Assisted in preparation of the energy model and audit report.

**UMASS Boston Energy Audit, Massachusetts.** Engineer assisting with preparing a Modified Level I Energy and Water Audit and Report for 10 buildings at the University of Massachusetts Boston Campus. The audit included review of historic energy usage data for 1.8 million square feet of building facilities as well as an on-site assessment and inventory of energy usage within the 10 buildings. The data included deployment, review, and modeling using energy assessment equipment.

**Green Communities Municipal Energy Grants Technical Reviewer, Massachusetts Department of Energy Resources (MA DOER).** Providing services to the MA DOER Green Communities Division to review applications for funding for a wide range of energy efficiency measures and projects, energy management systems, electric vehicles and charging stations, and renewable energy generating facilities.

**Electric Vehicle (EV) Fleet Electrification Plan, Brookline, Massachusetts.** Project manager for the Fleet Electrification Plan for the Town of Brookline, Massachusetts. The plan includes a review of the existing fleet of vehicles, evaluation of existing and future electrical capacity, and evaluation of installation of EV charging stations at six municipal buildings in Brookline.

**Climate Crisis Action and Resilience Plan Update (CCARP), Brookline, Massachusetts.** Project manager for the CCARP for the Town of Brookline, Massachusetts. The CCARP is part of the Municipal Vulnerability Preparedness (MVP) Program in Massachusetts. The project includes updating Brookline's existing 2018 Climate Action Plan and integrating climate resiliency, as the need for adaptation and mitigation grows more urgent. Priority Action Areas that span both sustainability and resiliency are developed as part of the update to frame integrated strategies that are feasible and effective in reducing greenhouse gas emissions.

**Greenwood Street Landfill Solar Array, Worcester, Massachusetts.** Engineer for the third-party peer review of an 8,151-kW solar photovoltaic array at the Greenwood Street Landfill. Assisted in weekly construction oversight meetings and review of electrical, civil/site, and structural design drawings.

[ReWild Renewables Critical Issue Reviews \(CIRs\) for solar development in Massachusetts, Delaware, and Maine.](#) Project manager for CIR reports for ReWild Renewables, a New Hampshire-based solar developer. These projects included reviews of eight locations in Massachusetts, four locations in Delaware, and 21 locations in Maine. The CIR reports included review of site access, siting, environmental considerations (i.e., wetlands, critical habitats), and local, state, and federal permitting.

[Massachusetts Army National Guard IEWP, Camp Edwards and Mass Minus Facilities, Massachusetts.](#) Deputy project manager for the MARNG IEWP projects. These projects provide a roadmap for Army installations to achieve increased security, resilience, readiness, and mission assurance through an integrated assessment to characterize baseline conditions and risks associated with energy and water security. The deliverable includes a report that the MARNG can use to identify infrastructure improvements that increase water and energy security and resilience and security of the installation. Work under these contracts includes reviewing existing installation plans, water and energy usage and supply data, and performance metrics; establishing energy and water needs for critical missions; identifying threats and hazards, assess risks and mission impact; and developing baselines, generating solutions, and developing implementation plans.

[Project Expeditor Program \(PEX\), National Grid, Various Locations.](#) Engineer assisting in the National Grid Project Expeditor (PEX) program, offering a suite of energy conservation services to public and private clients located in National Grid-owned electric or gas utility service territories. Work includes identifying inefficiencies and designing cost-effective solutions to improve and optimize energy use for clients. Completing and filing energy rebate applications to National Grid for qualifying projects.

[Net Zero Energy Retrofits Development & Municipal Training Program, Salem & Beverly, Massachusetts.](#) Project Manager assisting the Cities of Salem and Beverly with facilitating training programs to demonstrate the feasibility, performance, and cost of current and innovative technologies regarding net zero energy building retrofits and high-efficiency development. Training and discussion topics include net zero enabling technology, barriers to implementation, policy opportunities, and code changes including the Massachusetts Stretch Energy Code updates and Municipal Opt-in Specialized Stretch Code.

[Solar PV Meta Grants, Amesbury, Massachusetts.](#) Engineer assisting in the preparation of a site screening report to evaluate the technical and economic feasibility of installing a solar PV system at the city's water and wastewater treatment plants. Work included a site walk, facility description, solar technology review, design considerations, conceptual design, and preliminary project economics.

[DOER Annual Reporting for Green Communities, Amesbury, Massachusetts.](#) Engineer assisting the City of Amesbury in its annual reporting to DOER as a Green Community. Work included review and reporting of annual energy usage for the city through Mass Energy Insight, as well as review and recommendations for future energy conservation measures.

# SAMUEL ALPERT, CEA, CEM, EIT

## BACKGROUND

2023-Present  
Senior Technical Specialist, Energy Efficiency  
Weston & Sampson

2021-2023  
Technical Specialist, Energy Efficiency  
Weston & Sampson

2017-2020  
C&I Program Manager, Energy Efficiency  
Columbia Gas of Massachusetts

2016-2017  
Project Engineer, Energy Efficiency  
GDS Associates, Inc.

2006-2016  
Energy Engineer  
GDS Associates, Inc.

## EDUCATION

Expected 2024  
Doctor of Philosophy  
Energy Engineering  
University of Massachusetts, Lowell

2016  
Master of Science  
Energy Management  
New York Institute of Technology

2006  
Bachelor of Science  
Electrical Engineering  
University of Massachusetts, Amherst

## PROFESSIONAL CERTIFICATIONS

Certified Energy Auditor (CEA)  
No. 782

Certified Energy Manager (CEM)  
No. 12882

Engineer-in-Training (EIT) No. 4664

## PRESENTATIONS & PAPERS

2023  
"Solar PV Recycling Methods",  
European Conference on Renewable Energy

Sam is a senior technical specialist at Weston & Sampson with 15 years of electrical engineering/energy efficiency experience. Sam has a desire to help others save energy and utilize it in a more sustainable manner both at their facilities and where they live. He has written articles, made presentations, and developed trainings for a diverse range of end users.

Sam has extensive experience in the performance and verification of greenhouse gas (GHG) emissions calculations for many types of buildings and energy-related projects, utilizing ENERGY STAR® Portfolio Manager (EPA), GHG Emission Factors Hub (EPA), and Mass Energy Insight (MA DOER). He has also assisted in ENERGY STAR® certifications of commercial, multi-family, and high-rise buildings intended to reduce GHG emissions of associated buildings.



## SPECIFIC PROJECT EXPERIENCE

**Green Communities Municipal Energy Grants Technical Reviewer, Massachusetts Department of Energy Resources (MA DOER).** Providing services to the MA DOER Green Communities Division to review applications for funding for a wide range of energy efficiency measures and projects, energy management systems, electric vehicles and charging stations, and renewable energy generating facilities.

**Burnham Road Pump Station Energy Analysis, Methuen, Massachusetts.** Technical specialist for this project, responsible for conducting a complete energy model for the pump station. Identified the existing energy use and existing equipment performance and developed an energy use baseline. Also developed a series of energy conservation measures and operational measures to reduce energy use for the pump station.

**Energy and Decarbonization Assessments, Various Locations.** Performed hundreds of energy assessments, audits and feasibility studies, including scoping assessments, ASHRAE Level 1, 2, and 3 (Investment Grade) Energy Audits, and for facilities mainly in the Northeast including municipal, commercial, educational, multifamily, and industrial manufacturing facilities. Performed energy savings calculations, installed dataloggers and spot meters, and led walkthroughs of various facility types leading to electricity, natural gas, fuel oil, propane, and water savings and decarbonization projects as well as renewable energy system and electric vehicle charging stations installations. For each project, also analyzed the GHG emissions reduction impact of the energy saving project recommended. (both with previous employer and at Weston & Sampson)

**ENERGY STAR Certification for Saint Joseph Hospital, Nashua, New Hampshire; and Mills of Keene, Keene, New Hampshire.** Helped certify multiple buildings in New Hampshire for ENERGY STAR certifications. The main tasks included benchmarking in Portfolio Manager and site visit verification, metering, and data collection under the supervision of a Professional Engineer. This project effort included GHG emissions calculations. (with previous employer)



2023  
HVAC Feasibility Study for the Stony  
Brook Elementary School,  
Brewster, MA

2023  
"HVAC Net Zero and Near Zero  
Feasibility Study for the Alcott  
Elementary School", Concord, MA

2022  
"Roof Integrated BIPV Review",  
International Conference on Electrical  
Computer and Energy Technologies

2022  
"A Review of Roof Integrated  
Photovoltaic Systems"  
Published in IEEE Conference  
Publication IEEE Xplore

2020  
Guest Speaker, "Role of Big Data in  
Energy Efficiency"  
Roxbury Community College

2020  
Guest Lecturer, "Big Data in Energy  
Efficiency"  
Boston Leadership Institute

2019  
Speaker, "Gas Technologies"  
Business Vendor Open House

2019  
Speaker, "Energy Efficiency  
Programs, Commercial and  
Multifamily"  
Merrimack Valley Chamber of  
Commerce

2018  
Speaker, "Energy Efficiency  
Technologies, Large Commercial  
and Industrial"  
Northeast Gas Association Annual  
Sales & Marketing Conference

2016  
Co-Author, "Engaging Public  
Housing Authority Customers:  
Understanding and Supporting the  
GPNA Process"  
TransActions Newsletter Article

2014  
eQUEST Trainer  
UNH MEchanical Engineering  
Technology Program Senior Project

**Electric Vehicle Charging, Solar and Energy Storage Planning, Design, and Engineering, Chatham, Massachusetts.** Technical Specialist for the siting, preliminary engineering, permitting and financial business modeling of a proposed campus energy system at the Chatham Municipal Airport. The project includes development of rooftop, ground-mount, and parking lot canopy solar installations. It also includes siting, design, and development of multiple electric vehicle (EV) charging stations and battery energy storage systems (BESS). Project includes financial and business case model development as well as research and applications to various state and utility agencies for grant funding.

**Municipal Fleet Electrification Planning, Brookline, Massachusetts.** Technical Specialist for the development of a fleet electrification plan for the Town of Brookline, MA. Responsible for the evaluation of the existing vehicle fleet including six separate vehicle classes; development of costs to replace existing equipment with electric vehicles; and development of a phased approach and timeline for implementation. The project also included an evaluation of the existing electrical capacity for five site locations and making recommendations on future electrical capacity needs. Finally, recommendations for installation of charging station options along with budget estimates from various equipment suppliers were provided for the town's use.

**Electrification Feasibility Study, Montachusett Regional Transit Authority.** Technical Specialist for the completion of an electrification feasibility study on behalf of the Montachusett Regional Transit Authority (MART). This project included writing a grant application for submittal to the Massachusetts Department of Energy Resources (DOER) to help fund the study. Once the grant was awarded, responsibilities included a review of the existing facilities and fleet in the MART organization including busses, cars, and trucks. The technological aspects of increased electrification by installing additional PV, EV, BESS and EV fleet conversion were reviewed along with a site evaluation of the existing MART property portfolio for electrification feasibility. A conceptual site plan was developed for each of the proposed electrification sites as well as a economic feasibility analysis.

**Electric Vehicle Charging, Solar and Energy Storage Planning, Design, and Engineering, Westfield-Barnes Regional Airport, Massachusetts.** Technical Specialist for the siting, preliminary engineering, permitting and development of economic modeling for a proposed airport-wide energy system at the Westfield Barnes Regional Airport. The project includes evaluation of the existing electrical system capacity to prepare for electrification needs of the campus. The project includes development of rooftop and ground mount solar installations. It also includes siting, design, and development of multiple electric vehicle (EV) charging stations including airplane charging equipment, and battery energy storage systems (BESS). Project includes financial and business case model development as well as research and applications to various state and utility agencies for grant funding.

**Electric Vehicle Charging Station Development, Eldredge Parking Area, Chatham, Massachusetts.** Technical Specialist for the siting, preliminary engineering, permitting and grant writing for the installation of electric vehicle (EV) charging stations at the Eldredge Parking Area in Chatham, MA.

## BACKGROUND

2024-Present  
Senior Energy Efficiency Analyst  
Weston & Sampson

2022-2024  
Senior Energy Advisor  
Mantis Innovation

2019-2024  
Principal / Energy Consultant  
Energy Services of New Hampshire

2015-2019  
Program Manager  
Franklin Energy Services

2010-2015  
Partner Coordinator / Project  
Manager  
TRC Energy Services

## EDUCATION

1992  
Bachelor of Science magna cum  
laude  
Energy Policy and  
Politics  
University of New Hampshire at  
Manchester

## PROFESSIONAL CERTIFICATIONS

EPA Renovate Repair Lead Paint  
Certified Renovator

Building Performance Institute  
Building Analyst, Written/Field  
Proctor

Certified Geothermal Installer,  
International Ground Source Heat  
Pump Association

## PROFESSIONAL ORGANIZATIONS

Chaired the Multifamily Standards  
Technical Committee for the  
Building Performance Institute and  
developed Technical Standards for  
Multifamily Building Analyst

Michael is a senior energy efficiency analyst in Weston & Sampson's Environmental, Geotechnical, and Energy group. An accomplished program manager with extensive experience in the electric utilities and energy services sectors, Michael served as principal of an energy consulting business prior to joining Weston & Sampson. He has successfully implemented energy efficiencies for numerous residential, commercial, and industrial clients.



## SPECIFIC PROJECT EXPERIENCE

**Salem Elementary Schools Lighting Retrofit, Salem, New Hampshire.** Developed and implemented lighting conversion from fluorescent to LED for six elementary schools. This included selling the concept to the school district, auditing the existing lighting condition by inventorying fixtures, calculating energy savings, ordering materials, applying for utility incentives, hiring electricians, arranged for waste removal and hazardous waste disposal, quality control and documenting completed projects for the Town of Salem and utility incentives. (with former employer)

**Manchester YMCA Lighting Retrofit, Manchester, New Hampshire.** Developed and implemented lighting conversion from fluorescent to LED. This included selling the concept to the YMCA, auditing the existing lighting condition by inventorying fixtures, calculating energy savings, ordering materials, applying for utility incentives, hiring electricians, arranged for waste removal and hazardous waste disposal, quality control and documenting completed projects for YMCA and utility incentives. (with former employer)

**Bottling Facility Power Quality Optimization, Concord, New Hampshire.** Explained opportunity to optimize power quality by increasing power factor on customer side of meter, balancing load and improving harmonics throughout the facility. Secured grant from utility to meter existing loads ahead of an equipment upgrade to secure utility incentives. Metering revealed there was a significant opportunity to reduce demand. Documented opportunity, found equipment to resolve electric quality, developed proposal, presented to client and utility. (with former employer)

**Geothermal New Construction Hardware Store, Goffstown, New Hampshire.** Facilitated the use of in-floor radiant heated by geothermal heat pumps. 'Sold' the owner on the concept by doing some lifecycle heating cost analysis, connected the owner with distributor found utility and other third-party incentives to more than offset the incremental installed cost over the proposed fossil fuel equipment. The first season heating cost was \$0.10/ft<sup>2</sup> compared to propane projected to be > \$1.00/ft<sup>2</sup>. (with former employer)

**Manchester Transit Authority Added Foam Insulation, Manchester, New Hampshire.** Was asked write Request for Proposal for replacement of heating equipment. Recognized significant opportunity to define thermal envelope. Wrote scope of work to insulate top or walls above ceiling, top plate, and underside of roof deck. This reduced infiltration and reduced conductive losses. Solicited bids from insulation contractors, calculated energy savings, made proposal to Manchester Transit Authority applied for utility incentives. Was point of contact for MTA, insulation contractors, and utility through construction. (with former employer)

**NH Housing Authority Greener Homes Program Bedford, New Hampshire.** Created infrastructure to deliver energy efficiency to Section 8 multifamily properties throughout New Hampshire. Helped to write bid to get funding from Regional Greenhouse Gas Initiative then solicited contractors and properties and developed business process for getting contractors paid and reporting results to NHHFA and New Hampshire Public Utilities Commission. Estimated 30% energy savings for insulation, air sealing, domestic hot water low flow devices and HVAC improvements. Realized 39% savings. Greener Homes won award from National organization of State housing authorities for improving efficiency of existing and historic facilities. (with former employer)

**Geothermal Habitat for Humanity, Manchester, New Hampshire.** Facilitated first geothermal Habitat for Humanity in the United States. Made a proposal to Habitat for Humanity based on reduced operating costs. Found funding to support incremental installation costs, got geothermal distributor involved in project. Expedited utility incentives and overcame technical issues from differences in system design and on-site deliverables. (with former employer)

**Key accomplishments throughout his career include:**

- Implemented the business process of Liberty Utilities Electric C&I program, achieving 163% of energy savings goals from 2015 to 2018, on time and within budget.
- Successfully managed a team for the Liberty C&I program, including hiring, training, and performance evaluation of direct reports.
- Responsible for startup and implementation of residential and business energy efficiency programs at Public Service of New Hampshire.
- Served as founding board member of the New Hampshire Residential Energy Performance Association. <https://www.repanh.org/>.
- Implemented New Hampshire Housing Finance Authority's Greener Homes Program and served as the partner liaison for 101 Partners in Efficiency Maine's Multifamily Efficiency Program.
- Designed and implemented an online database for TREAT audit software, which now serves as the main program activity management tool for multiple utilities and contractors.
- Received accolades for energy efficiency work by ACEEE and the National Council of State Housing Agencies.
- Greener Homes Program was estimated to deliver 30% energy savings. Weather normalized energy savings analysis of actual post measure usage was 39%

# DEREK CLEVELAND, LEED GA

## BACKGROUND

2024-Present  
Energy Efficiency Analyst  
Weston & Sampson

2021-2023  
College Planning Associate  
Fidelity Investments

2019-2020  
Energy Auditor/ Sales  
Representative  
Homework's Energy

## EDUCATION

2021  
Bachelor of Science  
Environmental & Energy  
Resource Management  
West Virginia University

## PROFESSIONAL REGISTRATION

Certified LEED Green Associate

Derek is a Energy Efficiency Analyst in Weston & Sampson's Environmental, Geotechnical, and Energy group. His experience includes energy modeling, commercial energy auditing, and working closely with the rebate programs with National Grid & Eversource. He has also done some solar modeling and worked on electric vehicle charging station projects.



## SPECIFIC PROJECT EXPERIENCE

**Town Hall & Annex Building, Middleborough MA.** Level II Energy Audit was performed on two town buildings in Middleborough MA to address the energy efficiency and equipment performance.

**Momentum Manufacturing, Franklin NH.** Energy Assessment performed to address the operation performance of the facility, as well as lighting and compressed air concerns.

**Town Hall & Gymnasium, Shelburne Falls MA.** Energy Assessment performed on two town buildings in Shelburne Falls MA, to address possible heat pump upgrades, rooftop solar analysis, and building envelope and lighting concerns also addressed.

**West Suburban YMCA, Newton MA.** Energy Assessment performed on the YMCA building, with focus on converting steam boiler, as well as addressing pool heating & building envelope issues.

**Condominium Complex, Cambridge MA.** Assisted with the site planning and preparation, as well as the Utility application and rebate process.

**UMASS Amherst, Amherst MA.** Assisted with the site planning and preparation, as well as the Utility application and rebate process.

**AGENDA ITEM #8230**

**Discussion with Action:** Renew the liquor license for Surf's Up, LLC, Michael Harris, Surf 6 Restaurant, (306-2-9), 2 Cortland Street, m-s-v in a Restaurant/Lounge.

Chair: Shawn O'Neill

**AGENDA ITEM #8231**

**Discussion with Action:** Renew the liquor license for New England Restaurant Group Inc., Anthony Giudice, Pirates Patio and Galley, (304-2-9), 2 Walnut Street, m-s-v in a Restaurant/Lounge.

Chair: Shawn O'Neill

## **AGENDA ITEM #8232**

**Discussion with Action:** Set the public hearing date of August 20th, 2024 to amend the Code of Ordinances, Chapter 54, Section 114, Milliken Street Parking Lot; Section 115, Memorial Park Parking Lot; Section 142, Parking at expired meters and overtime parking; Section 160, Motorcycles; Section 187, Restrictions and prohibitions, Town Hall, amending the effective date for parking permits and parking meters/kiosks from May 1st through Labor Day to the Friday before Memorial Day through Labor Day, and amending the \$300 overnight parking permit for the Milliken Street Parking Lot from May 1st through September 30th, to the Friday before Memorial Day through October 31st.

Chair: Shawn O'Neill

## **ADJOURNMENT**

Chair: Shawn O'Neill

NOTICE OF PUBLIC HEARING  
MUNICIPAL OFFICERS OF THE TOWN OF  
OLD ORCHARD BEACH

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on August 20<sup>th</sup>, 2024, at 6:30 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, Section 114, Milliken Street Parking Lot; Section 115, Memorial Park Parking Lot; Section 142, Parking at expired meters and overtime parking; Section 160, Motorcycles; Section 187, Restrictions and prohibitions, Town Hall, amending the effective date for parking permits and parking meters/kiosks from May 1<sup>st</sup> through Labor Day to the Friday before Memorial Day to Labor Day, and amending the \$300 overnight parking permit for the Milliken Street Parking Lot from May 1<sup>st</sup> through September 30<sup>th</sup>, to the Friday before Memorial Day through October 31<sup>st</sup>, by adding the underscored language and deleting the strikethrough language as follows:

**Sec. 54-114. Milliken Street parking lot**

- (a) No vehicle shall park in the Milliken Street parking lot without first paying for parking at a paystation, pay by app, or by obtaining a resident or non-resident parking permit from the town clerk. If paying by pay station, the parking slip shall be displayed on the dashboard of the vehicle for the allotted time that was paid for, and the valid parking slip obtained at the pay station in the Milliken Street parking lot shall be valid only for the Milliken Street parking lot. The vehicle license plate number must match the plate number entered on the app or paystation This section will be enforced between ~~May 1~~ the Friday before Memorial Day through Labor Day except for subsection (b), that is in effect year-round and the overnight parking permit, which shall expire October 31<sup>st</sup>.
- (b) No parking shall be allowed in this lot between the hours of 2:00 a.m. and 6:00 a.m. unless authorized by Town of OOB Police Department.
- (c) Any vehicle in violation of subsection (a) of this section, the owner or operator shall be subject to a fine as described in section 54-37, Penalty.
- (d) Any vehicle in violation of subsection (b) of this section, the owner or operator shall be subject to a fine as described in section 54-37, Penalty.
- (e) Parking fee shall be an hourly rate as per the schedule of license, permit and application fees.
- (f) The provisions of subsection (a) in this section shall not apply on legal federal holidays to any motor vehicle that has a valid license plate signifying that the vehicle is registered to a veteran of the United States Armed Forces or registered to a Gold Star family member of a veteran.



**Sec. 54-115. Memorial Park parking lot.**

- (a) No vehicle shall park in the Memorial Park parking lot without first paying for parking at a paystation, pay by app, or by obtaining a resident parking permit from the town clerk. If paying by pay station, the parking slip shall be displayed on the dashboard of the vehicle for the allotted time that was paid for, and the valid parking slip obtained at the pay station in the Memorial Park parking lot shall be valid only for the Memorial Park parking lot. The vehicle license plate number must match the plate number entered on the app for the time entered on the app or paystation. This section will be enforced between **May 1 the Friday before Memorial Day** through Labor Day, except for subsection (d), that is in effect year-round.
- (b) Memorial Park parking lot will have two designated handicap spaces.
- (c) Memorial Park parking lot will have five free one-hour parking spaces for use of visitors to Memorial Park and the Dog park only.
- (d) No parking shall be allowed between the hours of 2:00 a.m. and 6:00 a.m. unless authorized by Town of OOB Police Department.
- (e) Any vehicle in violation of subsection (a) of this section, the owner or operator shall be subject to a fine as described in section 54-37, Penalty.
- (f) Any vehicle in violation of subsection (d) of this section, the owner or operator shall be subject to a fine as described in section 54-37, Penalty.
- (g) Any vehicle in violation of subsection (c) of this section, the owner or operator shall be subject to a fine as described in section 54-37, Penalty.
- (h) Parking fee to be determined by the chief of police or his/her authorized representative at an hourly rate as per the schedule of license, permit and application fees.
- (i) The provisions of subsection (a) in this section shall not apply on legal federal holidays to any motor vehicle that has a valid license plate signifying that the vehicle is registered to a veteran of the United States Armed Forces or registered to a Gold Star family member of a veteran.

**Sec. 54-142. Parking at expired meters and overtime parking.**

- (a) Parking of vehicles in parking spaces; (1) *Single space meter*. Except as provided herein, where a parking meter has been installed, every person shall park a vehicle, or motorcycle, adjacent to the curb and either immediately in front of or behind a single space meter and shall deposit the required amount of United States money in the meter or pay by parking app. (2) *Multi-space meter*. Except as provided herein, where a multi-space meter has been installed, every person shall park a vehicle adjacent to the curb and in a space controlled by a multispace meter and shall deposit the required amount of payment for the time the person intends to park, or pay by the parking app, up to the maximum time limit available. The foregoing shall apply from 10:00 a.m. to 11:00 p.m. from **May 1 the Friday before Memorial Day** through Labor Day of each year. (3) Only electric vehicles shall be parked in an associated parking space designated for electric vehicles only. Vehicles must be actively charging while occupying an electric vehicle charger parking space, and may be parked in an associated space a maximum of three (3) hours. Electric vehicles are subject to all rules, regulations and fees associated with that parking zone.

- (b) No person shall park or stand any vehicle other than a motorcycle at or in a metered parking space which is designated by a sign or by notice posted on or near the parking meter as restricted to parking of motorcycles only.
- (c) It shall be unlawful for any person to cause, allow or permit any vehicle registered in the name of or operated by such person to:
  - (1) Be parked in any parking space where a single space parking meter is installed unless a deposit of the coin or coins indicated by the single space meter is made as herein provided, except that, in the event a single space parking meter indicates that unused time has been left in the meter by a previous occupant of the parking space, any such person shall not be required to deposit any such coin or coins so long as his or her occupancy of the space does not exceed the indicated unused parking time; or
  - (2) Remain in a parking space controlled by a multi-space parking meter or single space meter without paying for parking through the parking app beyond the allowed paid time.
  - (3) Remain in a parking space beyond the period of legal parking time established for such parking space as provided in the traffic ordinance, or to deposit in the adjacent single-space parking meter or a multi-space meter any payment for the purpose of parking beyond the maximum legal parking time designated by the parking meter or multi-space meter ("prolonged parking" or "feeding the meter");
  - (4) Remain in any parking space adjacent to any single-space parking meter or multi-space meter while the meter is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the maximum legal parking time designated for such parking space.
  - (5) Be parked across any line or marking of a parking space or in such position that the vehicle shall not be entirely within the limits of the parking space or such that the parked vehicle otherwise impedes or obstructs the flow of traffic; the minimum fine for a violation of this section shall be \$50.00;
  - (6) Deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter installed under the provisions herein; to deposit or cause to be deposited in any parking meter any slug, device, metallic substance or any other substitute for a coin of the United States.

In the event of a violation of the provisions of subsections (c)(1)—(7) above, the fact that a vehicle is unlawfully parked shall be prima facie evidence of the unlawful parking of such vehicle by the person in whose name such vehicle is registered, and the fact that a vehicle is in a metered parking space when the time signal on the parking meter for such space indicates no parking permitted without the deposit of United States money or when the vehicle is parked longer than the parking app is approved for. The provisions of subsection (a) and (c)(1)—(5) in this section shall not apply on legal federal holidays to any motor vehicle that has a valid license plate signifying that the vehicle is registered to a veteran of the United States Armed Forces or registered to a Gold Star family member of a veteran.

The provisions of subsection (a) and (c)(1)—(5) in this section shall not apply on legal federal holidays to any motor vehicle that has a valid license plate signifying that the vehicle is registered to a veteran of the United States Armed Forces or registered to a Gold Star family member of a veteran.

**Sec. 54-160. Motorcycles.**

- (a) Spaces shall be designated by suitable signs and marked for motorcycle parking.
- (b) This section shall be effective from May 1 the Friday before Memorial Day through Labor Day.

**Sec. 54-187. - Restrictions and prohibitions**

*Town Hall.* Upper lot and lower lot parking areas shall be limited to Town Hall business, Monday, Wednesday, Thursday and Friday from 8:00 a.m. to 4:00 p.m. and Tuesdays until 6:00 p.m. After Town Hall business hours, the lower lot parking area, the adjacent town-owned parking lot located at Veteran's Square (19 Imperial St. MBL: 205-3-3) and the upper lot parking area shall be limited to Town Hall business only, paid parking or by town-issued permit. The lower lot parking area, and the adjacent town-owned parking lot located at Veteran's Square (19 Imperial St. MBL: 205-3-3) will also be for paid parking after hours. The police chief or his designee has the right to reserve spaces for meetings being held at Town Hall. Parking restrictions during Town Hall business hours are in effect year round. Parking restrictions after Town Hall business hours are in effect May 1 the Friday before Memorial Day through Labor Day. For paid parking, the parking fee shall be an hourly rate as per the schedule of license, permit and application fees.

Per Order of the Municipal Officers this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

A True Copy

Attest:

\_\_\_\_\_  
Kim M. McLaughlin, Town Clerk