



## Town Council - Meeting Agenda

**September 3<sup>rd</sup>, 2024 @ 6:30pm**  
**Council Chambers - 1 Portland Avenue**

*[www.oobmaine.com/town-council](http://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](http://oobmaine.com).)*

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**ACKNOWLEDGEMENTS:**

**GOOD & WELFARE:**

**PRESENTATION:**

**ACCEPTANCE OF MINUTES:**

**Accept the minutes from the 8/20/2024 Town Council Regular Meeting.**

Chair: Shawn O'Neill

**PUBLIC HEARING – ORDINANCE AMENDMENTS:**

**Public Hearing:** Shall the Town Council consider the Citizen’s Initiative Petition, per Town Charter 302, to amend the Town of Old Orchard Beach Code of Ordinances, Chapter 34, Housing, by adding Article IV, Mobile Home Rent Stabilization Ordinance?

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 September 3<sup>rd</sup>, 2024 at 6:30 p.m. to consider the following:

Shall the Town Council consider the Citizen's Initiative Petition, per Town Charter 302, to amend the Town of Old Orchard Beach Code of Ordinances, Chapter 34, Housing, by adding Article IV, Mobile Home Rent Stabilization Ordinance?

Copies of the ordinance are available online [www.oobmaine.com](http://www.oobmaine.com) or posted at Town Hall.

A True Copy

Attest:

s/Kim McLaughlin  
Kim M. McLaughlin, Town Clerk

## **MOBILE HOME PARK RENT STABILIZATION ORDINANCE**

AN ORDINANCE OF THE TOWN OF OLD ORCHARD BEACH ADDING CHAPTER 34, ARTICLE IV TO THE OLD ORCHARD BEACH MUNICIPAL CODE ESTABLISHING MOBILE HOME PARK RENT STABILIZATION.

WHEREAS, mobile home parks and long-term rental units are a key source of affordable housing in the Town.

WHEREAS, the residents of Old Orchard Village and Atlantic Village mobile home park, one of two mobile home parks in Town, received a notice of a rent increase of 14.5 percent on April 25, 2024, which took effect on June 1, 2024, pending a proposed sale of the park. Prior to that, the rent per mobile home space had never been increased by more than 5% per year. The other mobile home park in Old Orchard Beach is Pine Grove Village.

WHEREAS, the Town of Old Orchard Beach currently does not regulate rental amounts or rent increases on mobile homeowners to ensure that rents remain affordable.

WHEREAS, the potential for rents to increase within mobile home parks within the Town could cause hardship to a substantial number of mobile homeowners of the mobile home parks and residents of the parks.

WHEREAS, residents, especially the senior residents, of mobile home parks are uniquely vulnerable to displacement when sudden rent increases occur, and sudden large rent increases creates undue hardship for residents through additional relocation costs, stress, anxiety, and the threat of homelessness due to the lack of alternative affordable housing.

WHEREAS, the Town of Old Orchard Beach desires to establish a rent stabilization program to prevent excessive rent increases on mobile home residents and to ensure that mobile home park owner(s) receive a just and reasonable return on their investment(s).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF OLD ORCHARD BEACH AS FOLLOWS:

SECTION 1: Chapter 34, Article IV to be Added: Chapter 34-Housing, Article IV.-Mobile Home Rent Stabilization of the Old Orchard Beach Municipal Code is hereby added, to read in its entirety as shown on Attachment A, attached hereto and incorporated herein by reference.

SECTION 2: Effective and Expiration Dates. This ordinance shall take effect and be in force (thirty) 30 days after its adoption and shall be posted as required by State law. This Ordinance shall automatically expire and will no longer be effective in the event that the State enacts any law that operates to stabilize rents for residents in mobile home parks and is more productive than this Ordinance.



SECTION 3: Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4: Codification. This ordinance shall be codified in the Old Orchard Beach Municipal Code.

SECTION 5: The Town Council of Old Orchard Beach hereby finds that the action to adopt this Ordinance is not subject to the rules and regulations of the Maine Department of Environmental Protection as it will not result in a direct or reasonable, foreseeable or indirect physical change in the environment because it has no potential for resulting in any physical change or damage to the environment, directly or indirectly.

This Ordinance was introduced at the meeting of the Town Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and was passed and adopted by the Town Council of Old Orchard Beach on the \_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DISQUALIFIED:

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SHAWN O'NEILL, Chair, Town Council, Old Orchard Beach

Attest:

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Kim McLaughlin, Town Clerk, Old Orchard Beach

Approved as to form:

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Bernstein, Shur, Sawyer, and Nelson, P.A., Town Attorneys

**ATTACHMENT A**  
**Chapter 34, Article IV**  
**Mobile Home Park Rent Stabilization Ordinance**

**Section 34-290.-Purpose and Findings.**

A. The purpose of this Chapter is to stabilize Mobile Home Space rents by preventing excessive and unreasonable rent increases, and to assure that Mobile Home Park Owners receive a fair and reasonable return on their investment.

B. The Town Council finds and declares the following:

1. Mobile homes provide an important alternative form of housing; and
2. Based on the most recent available data, within the Old Orchard Beach Town limits there are two mobile home parks, Old Orchard Village/Atlantic Village and Pine Grove Village. Old Orchard Village/Atlantic Village has a total of 371 spaces. Pine Grove Village has a total of 22 spaces. Approximately all of these spaces are occupied, thus resulting in a vacancy rate of 0 percent, and market conditions suggest that the high demand for mobile home spaces is likely to persist; and
3. Old Orchard Beach does not currently regulate rental amounts or rent increases on mobile homeowners to ensure that that rents remain affordable; and
4. Residents of mobile home parks, unlike apartment tenants or residents of other rental properties, are in a unique position in that they have made a substantial investment in a residence for which space is rented or leased; and
5. The residents of mobile home parks own their mobile homes outright and/or are paying on a mortgage for that mobile home, and rent lot space from the park owner; and
6. The imposition of sudden and excessive rent increases that are beyond the reach of mobile home park residents require such residents to identify alternative sites for the relocation of mobile homes, which is difficult for them to do given the shortage of vacant mobile home spaces and restrictions on the age, size or style of mobile homes permitted in many mobile-home parks; and
7. The potential for rents to increase within mobile home parks within the Town could cause hardship to a substantial number of mobile homeowners and residents of the two mobile home parks due to the lack of affordable housing, many of whom are elderly, on fixed incomes, or are persons of low or moderate income, and these residents would be vulnerable to displacement; and
8. It is necessary to protect mobile homeowners and residents of mobile home parks from unreasonable rent increases and, at the same time, recognize the rights of mobile home park owners to receive a reasonable return on their investment.

**Section 34-291.-Definitions.**

- A. “Administrator” means the Administrator of the Town’s Mobile Home Space Rent Stabilization Program. The Administrator shall be the Community Development Director, or such other Town employee as the Town Manager may appoint to serve as Administrator.
- B. “Affected Homeowners” means those Mobile Homeowners, who are subject to a Rent Increase. For purposes of providing notice of any Rent Increase and copies pursuant to this Chapter and calculating the number of Affected Homeowners in support of a rent arbitration petition, each Mobile Home Space subject to a Rent Increase shall be deemed to have only one Affected Homeowner. Reference to “All Affected Homeowners” shall mean one Homeowner from each Mobile Home Space subject to the proposed Rent Increase.
- C. “Arbitrator” refers to a person who is appointed by the Administrator, and is neither a Mobile Homeowner, nor has an interest in a Mobile Home Park of a nature that would require disqualification under the provisions in this Chapter.
- D. “Arms-Length Transaction” shall refer to a transaction negotiated by unrelated parties, each acting in his or her own self-interest, which serves as a basis for a fair return determination in this Chapter.
- E. “Base Rent” means the authorized Rent calculated pursuant to the provisions of *Section 34-294.-Stabilization of Rents*, plus any Rent Increase allowed under this Chapter, unless it is expressly excluded from Base Rent, plus any adjustment attributable to vacancy control as provided in *Section 34-295.-Vacancy Control – Establishment of a New Base Rent*.
- F. “Capital Improvements” means those new improvements, replacements, upgrades, or remodeling, which directly and primarily benefit and serve Mobile Home Park Homeowners by materially adding to the value of the property and appreciably prolonging its useful life or adapting it to new uses. Capital Improvements consist of more than ordinary maintenance and/or repairs and may be amortized over the useful remaining life of the improvement to the property. Capital Improvement costs shall include all costs reasonably and necessarily related to the planning, engineering, and construction of the improvement or replacement and shall include debt service costs, if any, incurred as a direct result of the Capital Improvement or replacement.
- G. “Town Information Sheet” is prepared by the Town and will provide information about the Mobile Home Park Rent Stabilization Ordinance and include the Administrator’s contact information.
- H. “Comparable Space” means a Mobile Home Space in the same Mobile Home Park that is suitable for comparison, taking into account such characteristics as the location and size of the space, lot size, landscaping, adjacency to freeways, ocean views or amenities.

- I. “Consumer Price Index” or “CPI” shall mean the Consumer Price Index for All Urban Consumers in the Greater Boston area in Massachusetts.
- J. “Gross Income” shall have the meaning set forth in *Section 34-302.-Gross Income*.
- K. “Homeowner” shall mean an existing Mobile Homeowner.
- L. “Homeowner Representative” shall mean a designated homeowner association (HOA) or its designee who shall have the authority to represent the interest of, negotiate on behalf of, and bind the Homeowners.
- M. “Housing Service” shall mean a service or facility provided by the Mobile Home Park Owner related to the use or occupancy of a Mobile Home Space, which is neither a Capital Improvement nor a Substantial Rehabilitation. “Housing Service” includes, but is not limited to, repairs (including street repairs), replacement, maintenance, landscaping, painting, lighting, heat, water, utilities, laundry facilities, refuse removal, recreational and meeting facilities, parking, security service, and employee services.
- N. “Mobile Home” has the same meaning as the definition of "mobile home" defined in the Maine Statute: *Title 10: Commerce and Trade, Part 11: Housing, Chapter 953: Regulation of Mobile Home Parks, Landlord and Tenant, Section 9090. Definitions*,<sup>1</sup> as it may be amended from time to time, or a successor code provision.
- O. “Mobile Homeowner” means a person who owns a Mobile Home and also rents a Mobile Home Space in a Mobile Home Park pursuant to a rental agreement that is not otherwise exempt from regulation under this Chapter.
- P. “Mobile Home Park” has the same meaning as the definition of "mobile home park" defined in the Maine Statute: *Title 10: Commerce and Trade, Part 11: Housing, Chapter 953, Regulation of Mobile Home Parks, Landlord and Tenant, Section.9090, Definitions*, as it may be amended from time to time, or a successor code section.
- Q. “Mobile Home Park Owner” means a park owner, lessor, or sublessor of a Mobile Home Park in the Town who receives or is entitled to receive Rent for the use or occupancy of any Mobile Home Space thereof and who reports to the Internal Revenue Service any income received or loss of income resulting from such ownership and/or claims any expenses, credits, or deductions because of such ownership.
- R. “Mobile Home Space” means any site within a Mobile Home Park located in the Town intended, designed, or used for the location or accommodation of a mobile home. “Mobile Home Space” includes any accessory structures or appurtenances attached to the mobile home or used in conjunction therewith.

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<sup>1</sup> <<https://legislature.maine.gov/statutes/10/title10sec9091.html>>

S. “Net Operating Income” shall have the meaning set forth in *Section 34-301.-Net Operating Income*.

T. “Operating Expenses” shall have the meaning set forth in *Section 34-303.-Operating Expenses*.

U. “Rent” means the total consideration, including any bonus, benefit, or gratuity, demanded, or received by a Mobile Home Park Owner for or in connection with the use or occupancy of a Mobile Home dwelling unit.

V. “Rent Increase” means any additional Rent demanded of, or paid by, a Homeowner for a Mobile Home Space. “Rent Increase” includes any reduction in Housing Services without a corresponding reduction in the amount demanded or paid for Rent.

W. “Rent Stabilization Administration Fee” means a fee established by resolution of the Town Council in accordance with the provisions of *Section 34-308.-Fees*.

X. “Substantial Rehabilitation” means that work done by a Mobile Home Park Owner to a Mobile Home Space or to the common areas of the Mobile Home Park, exclusive of Capital Improvements, which has a value in excess of \$20,000.00, and is performed either to secure compliance with any state or local law, or to repair damage resulting from fire, earthquake, or other casualty or natural disaster, to the extent such work is not reimbursed by insurance or other benefits. Costs of substantial rehabilitation include all costs reasonably and necessarily related to the planning, engineering, and construction of the work. Such costs shall also include debt service costs, if any, incurred as a direct result of the substantial rehabilitation work.

#### **Section 34-292.-Applicability.**

A. This Chapter applies to every Mobile Home Park within the Town, except those to which an exemption applies.

#### **Section 34-293.-Exemptions.**

A. This Chapter shall not apply to Mobile Home Spaces that are subject to a written rental agreement exempt from regulation. This Chapter shall also not apply to a newly constructed space exempt from regulation pursuant to the Maine Statute: *Title 10: Commerce and Trade, Part 11: Housing, Chapter 951: Manufactured Housing Act, Section 9090. Municipal Foreclosure; Unlicensed Manufacturing Housing Communities.*<sup>2</sup>

B. These exceptions shall be effective only until the expiration or other termination of the rental agreement subject to the exception, whereupon all provisions of this Chapter shall immediately be applicable to the Mobile Home Space, unless the rental agreement meets the

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<sup>2</sup> <<https://legislature.maine.gov/statutes/10/title10sec9090.html>>

criteria of the Maine Statute: *Title 10: Commerce and Trade, Part II: Housing, Chapter 951: Manufactured Housing Act, Section 9090. Municipal Foreclosure: Unlicensed Manufacturing Housing Communities.*

C. This ordinance shall not apply to any Mobile Home Spaces that are exempt from local mobile home rent stabilization ordinances as required by law, including, but not limited to, Mobile Home Spaces that are not the principal residence of the Mobile Homeowner and the Mobile Homeowner has not rented the Mobile Home to another party.

D. This ordinance shall not apply to any Mobile Home Parks that are owned by the Mobile Homeowners in the Mobile Home Park, pursuant to the Maine Statute: *Title 10: Commerce and Trade, Part II: Housing, Chapter 953: Regulation of Mobile Home Parks; Landlord and Tenant, Section 9094-A. Restrictions on sale when a mobile home park is sold.*<sup>3</sup>

E. This ordinance shall not apply to any Mobile Home Space subject to any agreement that restricts rent increases in a manner that is more protective than this Ordinance.

#### **Section 34-294.-Stabilization of Rents.**

A. It shall be unlawful to demand, accept, receive, or retain Rent for a Mobile Home Space in excess of the Base Rent plus any increases that are authorized by this Chapter, unless an exemption applies.

#### **B. Base Rent Calculation**

1. Except as provided herein, a Mobile Home Park Owner shall not demand, accept, or retain Rent for a Mobile Home Space exceeding the Rent in effect for that space on June 1, 2024. In the event that a Mobile Home Space was not occupied on June 1, 2024, the Base Rent for that Mobile Home Space shall be the highest Mobile Home Space Rent charged by the Mobile Home Park Owner for a Comparable Space in the Mobile Home Park on June 1, 2024, plus any Rent Increases allowed thereafter pursuant to this Chapter.

2. If a Mobile Home Space is exempted from the provisions of this Chapter because it is the subject of a rental agreement, and that agreement expires or is terminated by operation of law and is not renewed, then the Base Rent, until the next annual adjustment pursuant to this Chapter, shall be the average of the three highest rents of Comparable Spaces on June 1, 2024, plus any Rent Increases allowed thereafter pursuant to this Chapter.

3. It shall be presumed that the Base Rent yields a fair return.

C. A Mobile Home Park Owner may seek an adjustment to the initial Base Rent if it can be clearly established that an adjustment is necessary for the Mobile Home Park Owner to receive a fair return. In seeking an adjustment to the initial Base Rent under this section, the

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<sup>3</sup> <<https://legislature.maine.gov/statutes/10/title10sec9094-A.html>>

procedures set forth in *Section 34-298.-Information Required from the Mobile Home Park Owner and Section 34-299.-Rent Dispute Resolution Process* shall apply. The guidelines for determining an adjustment to the initial Base Rent are set forth in *Section 34-304.-Special Base Year NOI (Net Operating Income)/Base Rent Adjustments*.

**Section 34-295.-Vacancy Control – Establishment of a New Base Rent.**

A. A Mobile Home Park Owner shall be permitted to increase the Space Rent by up to 15 percent whenever a lawful vacancy occurs, and this amount shall be considered the new Base Rent for a Mobile Home Space. For purposes of this Chapter, “lawful space vacancy” shall mean:

1. A vacancy occurring because of the termination of the tenancy of a Mobile Home Homeowner pursuant to the Maine Statute: *Title 10: Commerce and Trade, Part 11: Housing, Chapter 953: Regulation of Mobile Home Parks; Landlord and Tenant, Section 9097.Terms of Rental Agreement*;<sup>4</sup> or

2. A vacancy occurring because of the abandonment of a Mobile Home pursuant to the Maine Statute: *Title 10: Commerce and Trade, Part 11: Housing, Chapter 953: Regulation of Mobile Home Parks; Landlord and Tenant, Section 9097.Terms of Rental Agreement*; or

3. A vacancy occurring due to sale of a Mobile Home onsite to any Mobile Home Park Owner approved purchaser pursuant to the Maine Statute: *Title 10: Commerce and Trade, Part 11: Housing, Chapter 953: Regulation of Mobile Home Parks; Landlord and Tenant, Section 9097.Terms of Rental Agreement*.

B. Any alleged violation of this *Section 34-295.-Vacancy Control – Establishment of a New Base Rent* shall be subject to arbitration pursuant to *Section 34-299.-Rent Dispute Resolution Process*.

**Section 34-296.-Anniversary Date.**

The anniversary date for all Rent Increases in the Mobile Home Park Owner’s Park shall be the date of the last rent increase, June 1, 2024, enacted by the mobile park owner. Rent Increases, if any, except as specified below, shall be enacted only on the anniversary date. The Mobile Home Park Owner shall post the anniversary date in the park office or areas where it can easily be seen by Homeowners.

**Section 34-297.-Rent Increase Limitations.**

A. As of the effective date of this Chapter, no Rent Increases shall be implemented within 12 months of the effective date of the preceding Rent Increase unless otherwise authorized under this Chapter. The permissible annual increase shall be the lesser of:

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<sup>4</sup> <<https://legislature.maine.gov/statutes/10/title10sec9097.html>>

1. 5 percent of the Base Rent; or
  2. 10 percent of the Base Rent (It should be noted that only if a ten percent rent increase by the mobile home park owner can be justified to the Town due to unexpected and unavoidable expenses).
- B. A Mobile Home Park Owner shall not implement any additional Rent Increase within a 12-month period above the authorized amount pursuant to *Section 34-297(A).-Rent Increase Limitations*, unless otherwise provided in this Ordinance.
- C. In the event that a Mobile Home Park Owner wishes to implement a Rent Increase on the anniversary date or within a 12-month period more than the amount permitted in subsection (A) of this *Section 34-297.-Rent Increase Limitations*; the procedures set forth in *Section 34-298.-Information Required from the Mobile Home Park Owner*; and *Section 34-299.-Rent Dispute Resolution Process* shall apply.
- D. The Arbitrator may reduce the proposed Rent Increases pursuant to *Section 34-297(B) or (C).-Rent Increase Limitations* to a figure based on the evidence submitted by the Mobile Home Park Owner or the Park Owner Representative to be a fair return.
- F. Any notice of a Rent Increase shall be provided in writing to Affected Homeowners at least 90 days before any Rent Increase is to take effect.

**Section 34-298.-Information Required from the Mobile Home Park Owner.**

- A. Within 30 days after the effective date of this Chapter and upon the re-renting of each Mobile Home Space thereafter, the Mobile Home Park Owner shall supply each Affected Homeowner or prospective Homeowner with a copy of the Town Information Sheet.
- B. Whenever the Mobile Home Park Owner serves a notice of a proposed Rent Increase, except a notice of proposed Rent Increase implemented pursuant to *Section 34-297.-Rent Increase Limitations*, the Mobile Home Park Owner shall simultaneously serve a written notice that sets forth the following:
1. The amount of the Rent Increase both in dollars and as a percentage of existing Rent and documentation supporting the proposed increase, including, but not limited to: a summary of the unavoidable increases in Maintenance and Operating Expenses; a statement of the cost, nature, amortization, and allocation among Mobile Home Spaces of any Substantial Rehabilitation or Capital Improvement; a summary of the increased cost of the Mobile Home Park Owner's debt service and the date and nature of the sale or refinancing transaction; a summary of the Mobile Home Park Owner's Net Operating Income of the preceding 24 months and other relevant information that supports the level of Rent Increase desired;
  2. The availability of a current listing of all other Affected Homeowners and the spaces which they rent.



3. The address and telephone number of the Administrator and a statement that the Homeowner is encouraged to contact the Administrator for an explanation of this Chapter.

4. A copy of the petition form prepared and provided by the Administrator that initiates the rent review process established by this Chapter.

5. The time and place for a mandatory meeting with the Mobile Home Park Owner and Homeowners to be held on the Mobile Home Park premises. The meeting shall be held within 10 days from the service of the notice of the proposed Rent Increase. The Mobile Home Park Owner and Homeowner shall endeavor to resolve the dispute informally.

6. In the event the dispute is not resolved informally, the Mobile Home Park Owner shall, within 10 days of the meeting required in *Section 34-298(B)(5)-Information Required from the Mobile Home Park Owner*, file with the Administrator two copies of the notice and summary of expenses required in *Section 34-298(B)(1)-Information Required from the Mobile Home Park Owner*, along with two copies of all relevant financial records, bills or documents that substantiate the proposed increase. This financial information shall be verified in writing by an auditor or certified public accountant or certified in writing as true and correct under penalty of perjury by the Mobile Home Park Owner. This information will be made available at Town Hall for inspection and copying by the Affected Homeowners.

C. A Mobile Home Park Owner's failure to provide any information, documents, or notices required by this Section shall not be entitled to collect any Rent Increase that might otherwise be awarded by an Arbitrator. Such failure shall also be a defense in any action brought by the Mobile Home Park Owner to recover possession of a Mobile Home Space or to collect any Rent Increase from the Homeowner.

D. An Affected Homeowner, who is given notice of a Rent Increase, is entitled to file a petition for rent review as provided in *Section 34-299.-Rent Dispute Resolution Process* regardless of whether the Mobile Home Park Owner has provided the Affected Homeowner with all the information, documents and notices required by this Chapter.

**Section 34-299.-Rent Dispute Resolution Process.**

A. If a Rent Increase is proposed pursuant to *Section 34-297(B)-(C)-Rent Increase Limitations*, then after service of the Rent Increase notice and the production of the accompanying information required by *Section 34-298.-Information Required from the Mobile Home Park Owner and Section 34-299.-Rent Dispute Resolution Process*, the Mobile Home Park Owner shall set a time and place for an informational meeting with the Affected Homeowners on the Mobile Home Park premises, or an alternative location with the agreement of the Affected Homeowners or the Affected Homeowners' Representative. The informational meeting shall be held within 20 days of the date from the service of the notice of a proposed Rent Increase. The Mobile Home Park Owner shall give the Affected Homeowners or the Affected Homeowners' Representative, and the Administrator at least 10 days' advance written notice of this meeting.

B. Petition Procedures.

1. If discussions between the Mobile Home Park Owner and the Affected Homeowners do not resolve the dispute, the Affected Homeowners or the Affected Homeowners' Representative may file with the Administrator a petition for rent review with a copy of the notice of Rent Increase within 30 days after receipt of the Rent Increase notice.

2. As soon as possible after a petition has been filed with respect to Mobile Home Spaces that are within a Mobile Home Park, the Administrator shall, to the extent possible, consistent with the time limitations provided herein, consolidate petitions involving similarly situated Affected Homeowners.

3. Upon the filing of a petition, the Rent Increase shall not be implemented until and to the extent it is awarded by an Arbitrator or until the petition is abandoned by the Affected Homeowners or the Affected Homeowners' Representative. "Abandoned" as used herein shall mean a failure to actively pursue the necessary steps to prepare the Homeowners' case for the arbitration.

C. Contents of Petition,

1. The petition for rent review shall: a) set forth the total number of affected Mobile Home Spaces in the Mobile Home Park; b) identify the names of the Homeowners who occupy each space; and c) state the date upon which the notice of the Rent Increase was received by the Homeowner.

2. After obtaining the required signatures of the Affected Homeowners, the Homeowners shall deliver the petition or mail it by certified mail to the Administrator at the following address: Town of Old Orchard Beach, 1 Portland Avenue, Old Orchard Beach, ME 04064. No petition shall be accepted unless it is accompanied by the requisite number of signatures and is received in the Office of the Administrator within the 30-day period set forth in subsection (B) of this *Section 34-299.-Rent Dispute Resolution Process*. The Administrator shall provide a copy of the completed petition to the Mobile Home Park Owner and the Arbitrator.

D. After the Administrator has accepted a petition for rent review, the Administrator shall remit to the Mobile Home Park Owner and petitioning Affected Homeowners or the Homeowners' Representative, an informational questionnaire in such form as the Administrator may prescribe. The completed informational questionnaire must be returned to the Administrator at least five business days prior to the date scheduled for a hearing of the petition by the Arbitrator. The Administrator shall provide copies of the completed informational questionnaire to the Arbitrator, the Mobile Home Park Owner, and the Affected Homeowners or the Affected Homeowners' Representative.

E. Upon receipt of a petition or upon an Affected Homeowner's claim of a vacancy control rent increase violation pursuant to *Section 34-295.-Vacancy Control – Establishment*

of a New Base Rent, the Administrator shall assign an Arbitrator. The Administrator shall set a date for the arbitration hearing. The Mobile Home Park Owner and all Affected Homeowners shall be notified immediately in writing by the Administrator of the date, time, and place of the hearing either in person or by ordinary mail. Any documents to be presented at the hearing by either the Park Owner or the Affected Homeowners, shall be served on the other party, the Administrator, and the Arbitrator at least 10 working days before the hearing by mail or in-person delivery. All financial documents submitted shall be verified in writing by an auditor or certified public accountant or certified in writing as true and correct under penalty of perjury by the Mobile Home Park Owner.

F. Arbitration Hearing.

1. The Mobile Home Park Owner and any Affected Homeowners, or their representatives, may appear at the hearing and offer oral and documentary evidence. The burden of proving that the amount of Rent Increase is reasonable shall be on the Mobile Home Park Owner by a preponderance of the evidence. The hearing need not be conducted according to technical rules relating to evidence and witnesses.

2. Any jurisdictional or procedural dispute regarding the process set forth herein may be decided by the Arbitrator.

3. The Arbitrator shall, within 14 days at the conclusion of the hearing, submit by mail a written statement of the decision and the reasons for the decision to the Administrator. The Administrator shall mail copies of the decision to the Mobile Home Park Owner and the Affected Homeowners.

4. The decision of the Arbitrator shall be final and binding upon the Mobile Home Park Owner and the Affected Homeowners, and subject to the provisions of the Maine Statute: *Title 10: Commerce and Trade, Part 11: Housing, Chapter 953: Regulation of Mobile Home Parks; Landlord and Tenant, Section 9097. Terms of Rental Agreement.*

G. It is the intent of the Town Council to have a final decision rendered within 90 days of the initial notice of the Rent Increase. The Administrator or the Arbitrator may, however, modify the time periods set forth herein at his or her discretion to promote the purposes of this Chapter.

**Section 34-300.-Standards of Review,**

A. The Arbitrator shall determine whether Rent Increases proposed or imposed by the Mobile Home Park Owner are reasonable based upon the circumstances and this Chapter. The Arbitrator shall take into consideration that the purpose of this Chapter is to permit Mobile Home Park Owners a just and reasonable return, while protecting Homeowners from unnecessary or unreasonable Rent Increases.

B. The Arbitrator shall not allow more than one Rent Increase per Mobile Home Space per 12-month period, unless a Mobile Home Park Owner can clearly establish that the Rent

Increase is necessary to cover costs of operation, maintenance, Capital Improvements, and/or Substantial Rehabilitation not reasonably foreseeable at the time that notice of the preceding Rent Increase was given.

C. Maintenance of Net Operating Income.

1. It shall be presumed that the base year Net Operating Income adjusted by 75 percent of the increase or decrease in the CPI since the base year yields a fair return. Mobile Home Park Owners shall be entitled to maintain and increase their Net Operating Income in accordance with this *Section 34-300.-Standards of Review*. The Arbitrator shall make a determination of whether the Mobile Home Park Owner's Net Operating Income yields a fair return under this standard.

2. The formula for calculating the fair NOI return shall be as follows:

Fair NOI = Base Year NOI × (1 + .75) % preceding years' annual average change in CPI or the annual Consumer Price Index for all urban consumers (CPI-U) for the greater Boston region or any successor designation of that index as reported and published by the U.S. Department of Labor of Labor Statistics.<sup>5</sup>

3. Except as provided in *Section 34-304.-Special Base Year NOI/Base Rent Adjustments*, it shall be presumed that the Net Operating Income produced by the Mobile Home Park during the base year provided a fair return.

4. Calendar year 2024 shall be established as the base year for purposes of determining whether a Mobile Home Park Owner's Net Operating Income provides a fair return. If a satisfactory base year is, in the Arbitrator's opinion, not otherwise available, such as where a Mobile Home Park Owner did not own the subject property in the base year and/or the 2024 Operating Expenses are not available, the Arbitrator may take any relevant evidence into account to construct a base year.

5. The base year CPI shall be the CPI level in June 2024.

6. The percentage change in the CPI shall be calculated by using the preceding year's average CPI prior to the noticed increase.

7. The comparison NOI year shall be the most recent calendar or fiscal year, unless another period is found by the Arbitrator to be more appropriate.

D. A park owner may seek a temporary rent increase or a one-time special assessment fee, which would have to be approved by the Town Administrator and/or the Town Council, based on the cost of a completed new Capital Improvement, such as major upgrades or repairs to the park sewer system or the removal of multiple unsafe trees and/or heavy branches due to

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<sup>5</sup> Boston-Cambridge-Newton, MA-NH Consumer Price Index is at a current level of 337.77 for May 2024, up from 335.60 two months ago and up from 324.93 one year ago. The CPI will be updated on October 14, 2024, per: <[https://ycharts.com/indicators/bostonbrocktonnashua\\_manhmect\\_consumer\\_price\\_index\\_unadjusted](https://ycharts.com/indicators/bostonbrocktonnashua_manhmect_consumer_price_index_unadjusted)>.

a major storm and/or flooding event within the confines of the park as defined in *Section 34-291.-Definitions: F. "Capital Improvements"*, together with a reasonable return upon the Capital Improvement Investment, only if the Mobile Home Park Owner has:

1. Established by written verification or other competent evidence to the satisfaction of the Arbitrator that the costs of the new Capital Improvement are factually correct as claimed.
2. Cost-factored and amortized the costs of the Capital Improvement over the good faith estimate of the remaining life of the improvement, but in no event for a period of less than 60 months; and
3. Allocated the increase among Affected Homeowners on a per space basis and separately itemized such increase on the Rent bill. Such increases shall not be considered included in the Base Rent for purposes of the annual permissible Rent Increases pursuant to *Section 34-297.-Rent Increase Limitations*.

E. **Mitigating Factors.** In evaluating a Rent Increase, the Arbitrator shall also consider the following factors in addition to any other factors the Arbitrator deems relevant in order to determine whether there are any circumstances that may justify a reduction in a proposed Rent Increase:

1. In the event the Mobile Home Park Owner reduces or eliminates any Housing Services, a proportionate share of the cost savings due to such reduction or elimination shall be passed on in the form of a decrease in existing Rent or a decrease in the amount of a Rent Increase otherwise proposed or permitted by this Chapter.
2. The physical condition of the Mobile Home Space or Park of which it is a part, including the quantity and quality of maintenance and repairs performed during the preceding 12 months.

F. Notwithstanding any other provision to the contrary, no provision of this Chapter shall be applied to prohibit the granting of a Rent Increase that is demonstrated to be necessary to provide a Mobile Home Park Owner with a fair and reasonable return.

#### **Section 34-301.-Net Operating Income.**

In evaluating a Rent Increase imposed by a Mobile Home Park Owner to maintain the Mobile Home Park Owner's Net Operating Income, "Net Operating Income" (NOI) shall mean the Gross Income as defined in *Section 34-302.-Gross Income* of the Mobile Home Park less the Operating Expenses as defined in *Section 34-303.-Operating Expenses*.

#### **Section 34-302.-Gross Income.**

For the purposes of calculating the Net Operating Income pursuant to *Section 34-302, "Gross Income"* shall mean the sum of the following:

A. Gross Mobile Home Space rents, computed as gross space rental income at 100 percent occupancy; plus

B. Other income generated as a result of the operation of the Mobile Home Park, including, but not limited to, fees for services actually rendered; plus

C. Revenue received by a Mobile Home Park Owner from the sale of water, sewer, refuse collection, gas, and electricity to Homeowners where such utilities or services are billed individually to the Homeowners by the Mobile Home Park Owner. Such revenue shall equal the total cost of the utilities or services to the Homeowners minus the amount paid by the Mobile Home Park Owner for such utilities or services to the utility or service provider; minus:

D. Uncollected Mobile Home Space Rents due to vacancy and bad debts to the extent that the same are beyond a Mobile Home Park Owner's control. Uncollected Mobile Home Space Rents in excess of three percent of gross Mobile Home Space Rents shall be presumed to be unreasonable unless established otherwise and shall not be included in computing Gross Income. If uncollected Mobile Home Space Rents must be estimated, then the average of the preceding three years' experience shall be used.

**Section 34-303.-Operating Expenses.**

A. For purposes of calculating Net Operating Income pursuant to *Section 34-303*, "Operating Expenses" may include:

1. Real property taxes and assessments.

2. Utility costs to the extent that they represent costs to the Mobile Home Park Owner, which are not passed through to the Homeowners of the Mobile Home Park.

3. Management expenses (including the compensation of administrative personnel, including the value of any Mobile Home Space offered as part of compensation for such services), reasonable and necessary advertising to ensure occupancy, legal and accounting services as permitted herein, and other managerial expenses. Management expenses are presumed to be not more than five percent of Gross Income, unless established otherwise.

4. In addition to the management expenses listed above, if the Mobile Home Park Owner performs managerial or maintenance services which are uncompensated, the Mobile Home Park Owner may include the reasonable value of such services or Operating Expenses. Mobile Home Park Owner-performed labor shall be limited to five percent of Gross Income unless the Arbitrator finds that such a limitation would be substantially unfair in a given case. A Mobile Home Park Owner must devote substantially all of the Mobile Home Park Owner's time, that is, at least 40 hours per week, to performing such managerial or maintenance services in order to warrant the full five percent credit as an Operating Expense. No credit for

such services shall be authorized unless a Mobile Home Park Owner documents the hours utilized in performing such services and the nature of the services provided.

5. Normal repair and maintenance expenses for the grounds and common facilities, including, but not limited to, landscaping, cleaning, and repair of equipment and facilities.

6. Operating supplies, such as janitorial supplies, gardening supplies, and stationery.

7. Insurance premiums prorated over the life of the policy.

8. Other taxes, fees, and permits, except as provided in *Section 34-308.-Fees*.

9. Reserves for replacement of long-term improvements or facilities, provided that accumulated reserves shall not exceed five percent of Gross Income.

10. A Mobile Home Park Owner may include the cost of necessary Capital Improvement or Substantial Rehabilitation expenditures, which would exceed existing reserves for replacement. A necessary Capital Improvement shall be an improvement required to maintain the common facilities and areas of the Mobile Home Park in a decent, safe, and sanitary condition or to maintain the existing level of Mobile Home Park amenities and services. In the event that the necessary Capital Improvement or Substantial Rehabilitation expenditure is necessitated as the result of an accident, disaster, or other event for which the Mobile Home Park Owner received insurance or other benefits, only those costs otherwise allowable and exceeding such benefits, may be calculated as Operating Expenses.

Expenditures for necessary Capital Improvements to upgrade existing facilities, together with a reasonable return upon the Capital Improvement investment made by the Mobile Home Park Owner, shall be an allowable Operating Expense only if the Park Owner has:

a. Informed the Affected Homeowners prior to initiating construction or implementation of the Capital Improvement regarding the nature, purpose and estimated cost of the improvement; and

b. Established by written verification or other competent evidence to the satisfaction of the Arbitrator that the costs of Capital Improvement provided to the Homeowners for their general use are factually correct as claimed; and

c. Cost-factored and amortized the costs of the improvement over the good faith estimate of the remaining life of the improvement, but in no event for a period of less than 60 months; and

d. Allocated the increase among Affected Homeowners on a per space basis and separately itemized such an increase on the Rent bill. Such increases shall not be considered included in the Base Rent for purposes of the annual permissible Rent Increases pursuant to *Section 34-297.-Rent Increase Limitations*.

11. Increases in interest payments, which result from one of the following situations or the equivalent thereof:

a. Refinancing of the outstanding principal owed for the acquisition of a park where such refinancing is mandated by the terms of a financing transaction entered into prior to June 1, 2024, for instance, termination of a loan with a balloon payment; or

b. Increased interest costs incurred as a result of a variable interest rate loan used to finance the acquisition of the park and entered into prior to June 1, 2024.

c. In the event that the Mobile Home Park is financed as part of a multi-asset portfolio, the allowable increase in interest costs shall be limited to the amount reasonably attributable to the Mobile Home Parks located in the Town, based on the percentage of total asset value or such allocation established in loan documents.

d. In refinancing, increased interest shall be permitted to be considered as an Operating Expense only where the Mobile Home Park Owner can show that the terms of the refinancing were reasonable and consistent with prudent business practices under the circumstances.

B. "Operating Expenses" shall not include the following:

1. Debt service expenses, except as provided in subsection (A)(11) of this *Section 34-303.-Operating Expenses*.

2. Depreciation.

3. Any expense for which the Mobile Home Park Owner is reimbursed; or

4. Attorneys' fees and costs (except printing costs and documentation as required by *Section 34-298.-Information Required from the Mobile Home Park Owner* incurred in proceedings before an Arbitrator or in connection with legal proceedings challenging the decision of an Arbitrator or the validity or applicability of this Chapter).

C. Whenever a particular expense exceeds the normal industry or other comparable standard, the Mobile Home Park Owner shall bear the burden of proving the reasonableness of the expense. To the extent that the Arbitrator finds any such expense to be unreasonable, the Arbitrator shall adjust the expense to reflect the normal industry or other comparable standard.

#### **Section 34-304.-Special Base Year NOI/Base Rent Adjustments.**

A. Mobile Home Park Owners may obtain a one-time special adjustment to the base year NOI and/or Base Rent dates if the Mobile Home Park Owner rebuts the presumption that the base year NOI and/or Base Rent date yielded a fair return. The Arbitrator shall not make such a determination unless the Arbitrator has first made at least one of the following findings:



1. That the Mobile Home Park Owner's Operating Expenses in the base year were unusually high or low in comparison to the three years prior to the base year. The average expenses for this period shall be presumed to reflect reasonable average annual expenses and the average of such expenses shall be used to calculate and adjust the base year NOI.

In determining whether the park owner's Operating Expenses were unusually high or low, the Arbitrator shall consider whether:

- a. The park owner made substantial Capital Improvements during the base year, which were not reflected in the Rent levels on the Base Rent date.
- b. Substantial repairs were made due to uninsured damage caused by fire, natural disaster or vandalism.
- c. Maintenance and repair were below accepted standards so as to cause significant deterioration in the quality of Housing Services.
- d. Other expenses were unreasonably high or low notwithstanding the following of prudent business practices.

2. That the Rent was disproportionate due to one of the enumerated factors below:

- a. The Rent on the base date was exceptionally high or low due to the fact that the Rent was not established in an "Arms-Length Transaction" (see *Section 34-291.-Definitions*).
- b. The Rent on the Base Rent date was substantially higher or lower than at other times of the year because of premiums being charged or rebates given for reasons unique to particular spaces.

B. If the circumstances specified in subsection (A)(2) of this *Section 34-304.-Special Base Year NOI/Base Rent Adjustments* are demonstrated, the Base Rent date shall be adjusted to reflect the Rent that would have been received if the Base Rent date had been set under general market conditions. In making this adjustment, the Arbitrator shall utilize the median rent in effect on the Base Rent date, or a good faith estimate of such median rent, for Comparable Spaces within the Mobile Home Park or, if necessary, other comparable parks. Comparability shall be judged based on the location of the park, services, amenities provided, ocean views, lot size, landscaping, and other relevant factors.

#### **Section 34-305.-Obligations of the Parties.**

A. After the Mobile Home Park Owner's proposed effective date of a noticed Rent Increase, if the Arbitrator finds that the proposed increase or any portion thereof that was previously inoperative is justified, all of the Affected Homeowners shall pay the amount found justified to the Mobile Home Park within 30 days after the decision is made.

B. If the Arbitrator finds that an increase or any portion thereof is not justified, the Mobile Home Park Owner shall refund any amount found to be unjustified, but that had been paid, to all Affected Homeowners within 90 days of the Arbitrator's decision. In the event that the tenancy of an Affected Homeowner is terminated for any reason prior to receipt of a refund, the balance of the credit due to the Homeowner shall be paid by the Mobile Home Park Owner within 30 days from the date of the termination of the tenancy.

C. Any sum of money that under the provisions of this *Section 34-305.-Obligations of the Parties* is the obligation of the Mobile Home Park Owner or Homeowner to pay, as the case may be, shall constitute a debt and, subject to the foregoing provisions of this Section, may be collected in any manner provided by law for the collection of debts.

**Section 34-306.-Homeowner's Right of Refusal.**

An Affected Homeowner may refuse to pay any increase in Rent which is in violation of this Chapter, provided a petition has been filed and either no final decision has been reached by an Arbitrator or the increase has been determined to violate the provisions of this Chapter. Such right of refusal to pay shall be a defense in any action brought to recover possession of a Mobile Home Space or to collect the Rent Increase.

**Section 34-307.-Retaliatory Acts -- Homeowner's Right to Organize.**

No Mobile Home Park Owner may retaliate against a Homeowner, Homeowners' Representative, or prospective Homeowner for the assertion or exercise of rights under this Chapter in any manner. This includes, but is not limited to, threatening to bring or bringing an action to recover possession of a Mobile Home Space, engaging in any form of harassment that causes a Homeowner to quit the premises, dissuading a prospective Homeowner from freely exercising the Homeowner's legal option to choose a tenancy of a shorter term, decreasing Housing Services, increasing the Mobile Home Space Rent, or imposing or increasing a security deposit or any other charge payable by a Homeowner.

**Section 34-308.-Fees.**

A. The Town is authorized to impose a Rent Stabilization Administration Fee ("Fee") chargeable against each Mobile Home Space in the Town subject to this Ordinance. The Administrator may recommend to the Town from time to time the amount of the Fee and the Town Council may adopt such Fee by resolution at a public hearing.

B. Within sixty (60) days of the adoption of this Ordinance, each Mobile Home Park Owner in the Town shall register with the Town. The Mobile Home Park Owner shall provide the name and address of the Mobile Home Park Owner, the current rent roll for all spaces which shall identify:

- 1) The length of the lease term for each space;
- 2) The expiration of the lease term for each space;

3) Current rents and other fees or charges that are received by the Mobile Home Park Owner itemized per Mobile Home Space;

4) The number of Mobile Home Spaces, including both occupied and unoccupied spaces, contained in that Mobile Home Park Owner's Mobile Home Park; and

5) The Mobile Home Park Owner's determination of Comparable Spaces in the Mobile Home Park, along with a description of how the spaces are comparable. The provision of the information required by this *Section 34-308(B).-Fees* must also be made immediately upon change of ownership of the Mobile Home Park, or an increase or a decrease in the number of spaces available at a Mobile Home Park Owner's Mobile Home Park.

**Section 34-309.-Remedies and Waiver of Rights.**

A. In the event that a Mobile Home Park Owner demands, accepts, receives, or retains any payment in excess of the amounts allowed under this Chapter, the Homeowner may file a civil suit against the Mobile Home Park Owner. A Mobile Home Park Owner who demands, accepts, receives, or retains any payment of Rent in excess of the amounts allowed under this Chapter shall be liable to the Homeowner in the amount by which the payment or payments have exceeded the allowable Rent. In such a case, the Rent shall be adjusted to reflect the lawful Rent pursuant to this Chapter.

B. A Mobile Home Park Owner who willfully demands, accepts, or retains any payment of Rent in violation of the provisions of this Chapter shall be liable in a civil action to the person from whom payment is demanded, accepted or retained for damages in the sum of three times the amount by which payment or payments demanded, accepted or retained exceed the maximum Rent, which could lawfully be demanded, accepted or retained. A prevailing Homeowner in a civil action brought to enforce this Chapter shall be awarded reasonable attorneys' fees and costs as determined by the court. No administrative remedy need be exhausted prior to filing suit pursuant to this *Section 34-309.-Remedies and Waiver of Rights*.

C. The remedies available in this Chapter are not exclusive and may be used cumulatively with any other remedies available in this Chapter or at law.

D. Waiver of Rights.

1. Any waiver or purported waiver by a Homeowner of rights granted under this Chapter prior to the time when said rights may be exercised shall be void as contrary to public policy, except as provided in this *Section 34-309.-Remedies and Waiver of Rights*. It shall be unlawful for a Mobile Home Park Owner to require or attempt to require, as a condition of tenancy in a Mobile Home Park, a Homeowner, or prospective Homeowner, to waive, in a lease or rental agreement, the rights granted to a Homeowner by this Chapter.

2. It shall be unlawful for a Mobile Home Park Owner to deny or threaten to deny a tenancy in a Mobile Home Park to any person on account of such person's refusal to enter

into a lease or rental agreement or any other agreement under which such person would waive the rights granted to a tenant by this Chapter.

3. Nothing in this *Section 34-309.-Remedies And Waiver of Rights* shall preclude a Mobile Home Owner or tenant, or prospective Homeowner, from entering into a lease or rental agreement; provided, that such lease or rental agreement is not procured by a requirement that it be entered into as a condition of tenancy in the Mobile Home Park, and is not procured under a threat of denial of tenancy in the Mobile Home Park.

**Section 34-310.-Rights of Affected Parties Reserved.**

A. This Chapter shall not be construed to limit or curtail any other action or proceeding, which may be pursued by an Affected Homeowner or Mobile Home Park Owner before any court or other body having jurisdiction thereof.

B. Defense to Action for Recovery of Possession.

1. A Mobile Home Park Owner’s failure to comply with any of the provisions of this Chapter or any regulations promulgated hereunder shall serve as a complete affirmative defense in any action brought to recover possession of a Mobile Home Space.

2. A Homeowner’s refusal to pay Rent in excess of the amount allowed under this Chapter shall be a complete affirmative defense in any action brought to: a) recover possession of a Mobile Home Space for nonpayment of Rent; or b) collect Rent in excess of the amount allowed under this Chapter.

**Section 34-311.- Extension of Time Limits.**

By written agreement of the parties, or for good cause shown to the Arbitrator, the timeframes provided for under this Chapter may be extended.

**Section 34-312.-Regulations.**

The Town Council may issue rules and regulations as necessary to further the purpose of this Chapter. If any portion of this Chapter is declared invalid or unenforceable by decision of a court of competent jurisdiction or rendered invalid or unenforceable by law, the Town Council shall have the authority to enact replacement regulations consistent with the intent and purpose of the invalidated or unenforceable provisions of this Chapter to the extent necessary to resolve any inconsistency. The subject matter of such replacement regulations shall be limited to the matters addressed in this Chapter.

**PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:**

Larissa Brovataya, (206-3-2), 8 Balsam Lane, one (1) year-round short-term rental.

4 Oakland LLC, David Douglass, (311-9-6), 4 Oakland Avenue, one (1) year-round rental.

Sandman LLC, James Sanders, (322-5-5), 52 Maine Avenue, one (1) year-round rental.

Consuelo Alvarez, (325-6-4), 23 New Salt Road, one (1) year-round short-term rental.

4 Corners Property, Traci Daigle, (210-10-2), 9-11 Ocean Park Road, three (3) year-round rentals.

Ying Qiao Zheng, (305-2-1-65), 31 East Grand Avenue Unit #65, one (1) seasonal short-term rental.

Chair: Shawn O'Neill

**PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:**

Whaler, Inc., William Marshall, Whaler Restaurant, (206-31-17), 20 Staples Street, live music/trivia, inside, Sunday through Saturday, 12:00 PM until 10:00 PM.

GFB Scottish Pub LLC, Kelly and Robert Greenlaw, (205-3-1), 32 Old Orchard Street, DJ, karaoke, live music, inside, Sunday through Saturday, 12:00 PM until 12:00 AM.

Chair: Shawn O'Neill

# TOWN MANAGER REPORT

**NEW BUSINESS:**

**AGENDA ITEM #8239**

**Discussion with Action:** Shall the Town 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



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

## **AGENDA ITEM #8240**

**Discussion with Action:** Consider the Citizen's Initiative Petition to Amend the Town of Old Orchard Beach Code of Ordinances, Chapter 34, Housing, by adding Article IV, Mobile Home Rent Stabilization Ordinance, and either enact the proposed amendment or Order and Direct the Town Clerk to place the question of the adoption of the ordinance at the November 5th, 2024 Municipal Election, per Section 302 of the Town Charter.

Chair: Shawn O'Neill

**AGENDA ITEM #8241**

**Discussion with Action:** Appoint Susan Martin as an alternate member of the Board of Assessment Review, term to expire 12/31/25.

Chair: Shawn O'Neill

## **AGENDA ITEM #8242**

**Discussion with Action:** To accept the proposal from Fisher James Co, Inc. for the purchase and installation of wall cabinets and file drawers to be installed in the Police Department supervisor office in the amount of \$8,098.00 from account #20131 – 50450 Police Department Building Repair and Maintenance with a balance of \$31,727.09

Chair: Shawn O'Neill



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NO.		DATE		1/26/24		
CUSTOMER						
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SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	
H.			x			
PAID OUT						
QTY.	DESCRIPTION				PRICE	AMOUNT
6	AIS SPEDBBF locking black files				359/ea	2154 <sup>00</sup>
1	24 x 47 TOP					200 <sup>00</sup>
1	24 x 47 Top w/ backsplash					350 <sup>00</sup>
6	TOP UN3036 HUT/WM WALL CABINETS				699	4194 <sup>00</sup>
1	Delivery & installation					1208 <sup>00</sup>
						8098 <sup>00</sup>
TERMS: NET 30 DAYS					TOTAL	8098 <sup>00</sup>

All claims and returned goods MUST be accompanied by this bill.  
 TITLE TO ALL FURNITURE AND EQUIPMENT REMAINS WITH SELLER UNTIL PAID IN FULL

821695

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 FAX ORDERS (207) 282-8888



**AGENDA ITEM #8243**

**Discussion with Action:** Approve the quote from Calazzo and Sons Plumbing Inc. in the amount of \$19,689.27, for the plumbing work and fixture installation in the Public Work Facility's building addition from account #50002-50826 CIP Public Works Building Improvements with a balance of \$81,476.63

Chair: Shawn O'Neill

Council Information

Department: Public Works

Meeting date: September 3, 2024

Subject: Bathroom expansion at the PW building

Commentary: The department only has one toilet and one urinal in the shop area of the building. This proposal would provide two (2) toilets, two (2) urinals, one shower stall, reuse the existing washing machine and replace the hot water tank with a hybrid water tank. OOBPW staff will be responsible for the demolition.

Information included: Quote from Caiazzo Plumbing for \$19,689.27 and quote from Jim Godbout Plumbing for \$23,500.00

Recommendation: Approve quote from Caiazzo Plumbing for \$19,689.27.

**Discussion with action:**

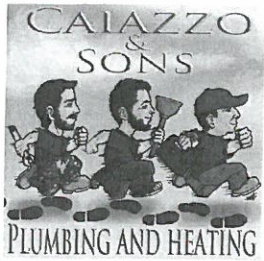
**Account #**

**Balance \$**

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent



## Caiazzo & Sons Plumbing Inc

Old Orchard Public Works  
Old Orchard Public Works  
103 Smithwheel Rd  
Old Orchard Beach, ME 04064

☎ (207) 749-3014  
✉ jgrant@oobmaine.com

ESTIMATE	#154
ESTIMATE DATE	Mar 26, 2024
EXPIRATION DATE	Apr 10, 2024
TOTAL	\$19,689.27

### CONTACT US

93 Mussey Rd  
Scarborough, ME 04074

☎ (207) 885-5884  
✉ caiazzo.sons.billing@gmail.com

## ESTIMATE

### Services

#### Bathroom Remodel

We Propose to Do the Following:

Remove Existing Fixtures in Current Bathroom  
Scope Line and Mark Floor  
Rough in Drainage/Vents For the Following Fixtures:  
\* (2) Water Closets  
\* (2) Urinals  
\* (1) Lavatory  
\* (1) 36x36 Shower Stall  
\* (1) Laundry  
Supply and install New Shower With Delta Shower Valve  
Rough in Hot/Cold Water to All Fixtures in Walls  
Pipe Drains/Vents in Walls to All Necessary Fixtures  
Supply and Install New Fixtures in Bathroom  
Test & Put into Service

Note: **Concrete Cutting/Digging/Patching By Others**  
Submittals Upon Request  
Vents through 2nd Floor May Be Exposed  
**Insolation By Others**  
**Roof Boots By Others**  
**Blocking By Others**

Services subtotal: \$19,689.27



Jim Godbout Plumbing & Heating, Inc.  
P.O. Box 365, 486 Elm St. Biddeford, Maine 04005  
Phone: 207-283-1200 Fax: 207-283-2739  
[www.jimgodbout.com](http://www.jimgodbout.com)

Estimate Date: 2/12/2024  
Estimator Initials: DR

Name: Town Of Old Orchard Beach Public Works  
Phone: Jarvis 749 3014  
Email: [jgrant@oobmaine.com](mailto:jgrant@oobmaine.com)  
Property Address: 103 Smithwheel Rd  
Old Orchard Beach, ME 04064

### **Bathroom renovation -slab**

#### **Plumbing Proposal**

Install rough and finish for following:

#### **Laundry**

Install washer box  
Install two water closets with seats  
Install double lavatory with faucets.  
Install two showers with valve.  
Install two Urinals  
Move emergency eye wash shower to outside bathroom  
Existing utility sink to remain

Shower doors to be done by others and are not part of this proposal.

#### **Jackhammering and concrete fill by Public works**

All water piping to be PEX. All drainage to be sch 40 PVC.  
Water and sewer shall be brought into home by others.  
All hot water piping shall be insulated where required per energy code.

#### **Existing hot water heater to remain**

No other heating or plumbing work is part of this proposal

All work to conform to state and local codes.  
Price includes plumbing permit.

**Fixture allowance in proposal \$8,500.00**  
**Total Plumbing with allowance \$23,500.00**

**\*\* Due to the unstable fluctuating market of the cost and ability to procure raw materials & equipment \*\***  
We reserve the right to adjust pricing of this proposal until materials and/or equipment are secured. We also reserve the right to make adjustments to the scheduling of approved projects. Any rebates noted hereon are subject to the rules and regulations of the party or entity supplying such rebate & are subject to change.

**AGENDA ITEM #8244**

**Discussion with Action:** Approve the quote from Kevin Lessard and Sons Electrical LLC in the amount of \$11,472.80 for the electrical work in the Public Works Facility's building addition from account #50002-50826 CIP Public Works Building Improvements with a balance of \$81,476.63.

Chair: Shawn O'Neill

Council Information

Department: Public Works

Meeting date: September 3, 2024

Subject: Office expansion at the PW building

Commentary: The department only has two offices for four (4) administrative positions. The department has self-performed the addition that will create two more offices. This will provide an office for the uperintendent, deputy superintendent, operations manager and office manager. To complete the project, the town needs electrical services.

Information included: Quote from Kevin Lessard and Sons for \$11,472.80 and quote from Nova Electric for \$14,500.00.

Recommendation: Approve quote from Kevin Lessard and Sons for \$14,500.00

**Discussion with action:**

**Account #**

**Balance \$**

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent

Kevin Lessard & Sons Electric LLC

173 Temple Ave  
Old Orchard Beach ME 04064

Office  
Addition

# Estimate

Date	Estimate #
7/3/2024	1134

Name / Address
Old Orchard Beach Public Works 1 Portland Ave Old Orchard Beach ME 04064

Job name

Description	Qty	Rate	Total
Price includes: All devices to be 20A rated All wiring will be 12/2 MC cable Installing two outside outlets Installing a wall pack on the back side of the office In the office installing recess LED light fixtures Installing a fan in the office Installing 3 LED 4ft light fixtures in the storage room Install data in the office  JOB LOCATION : O.O.B. PUBLIC WORKS		11,472.80	11,472.80
		<b>Subtotal</b>	\$11,472.80
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$11,472.80

## NOVA ELECTRIC

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559 Pool St.

Biddeford, Me 04005

Ph 207.284.3108

[NOVAELECTRIC@GMAIL.COM](mailto:NOVAELECTRIC@GMAIL.COM)

4.16.2024

Mike Hersey

Please accept the following quote to provide power and lighting to a new 16' x32' addition to the office area of the public works building. Price to include all labor and materials for a complete job.

Total Cost \$ 14,500.00



## **AGENDA ITEM #8245**

**Discussion with Action:** Approve the quote not to exceed \$639,356.38 from Chadwick Baross for a 2025 SECA Model ECO-900 Combination Vacuum Sewer Truck with a seven (7) year extended warranty for the Public Works Department, and authorize the Town Treasurer to enter into a lease purchase agreement with Androscoggin Bank at 5.39% (tax exempt) with (10) ten annual payments in the amount of \$79,934.57 from account #20197-50330 Debt Service Equipment Replacement with a balance of \$118,762.86.

Chair: Shawn O'Neill

**Commentary: Town of OOB Public Works vac truck purchase**

**Meeting date: September 3, 2024**

**AQUATECH vended by Allied Equipment, LLC bid at \$599,990.00**

**Trade in value: Unknown**

Comment: AQUATECH was not considered due to its location of the jet hose reel being located at the rear of the machine. The other machines have the jet hose reel located at the front of the truck which is preferred by staff due to the many dead ends in OOB.

**SUPERPRODUCTS vended by Tri-County Contractors Supply bid at \$648,845.13**

**Trade in value: \$17,500**

Pros:

Current vac truck is a SUPERPRODUCTS and familiar to staff

Dumping system and material ejection system allows for easy and clean dumping

Cons:

Only service location is in Massachusetts with mobile service provided when needed

Most expensive option among the three

**VACTOR vended by C.N. Wood bid at \$633,203.00**

**Trade in value: \$10,000**

Pros:

Majority of local municipalities use VACTOR

C.N. Wood has been a VACTOR dealer for 35 years

C.N. Wood has the most extensive parts department among the three

Local service and shop have the most extensive experience with repairs among the three

Cons:

VACTOR uses engine and transmission (4<sup>th</sup> gear) to power vac system putting wear and tear on both when operating vac system

**Sewer Company of America (SECA) vended by Chadwick Baross bid at \$627,469.38**

**Trade in value: \$22,000**

Pros:

Truck and vac system use a patented 'hydro drive' system that does not run through the transmission

Truck can be driven even if vac system is not working

Truck and vac system operate separately so there is no danger of the truck going into gear while the vac truck is operating

Truck can drive at slow speed and continuously operate vac system

VORTEX Services has nine SECA's that are used for industrial and municipal work

Least expensive option among the three

Truck and vac system do not use CAN (control area network) Bus Control units or ECU's (electronic control units) making diagnosing issue easier for staff and local technicians

Cons:

Chadwick Baross has only been a vendor of SECA for three years

**Common specifications:**

Western Star 47x cab/chassis with either a 450 HP Detroit Diesel or 455 HP Cummins engine

7 year/150,000 mile engine and transmission warranty on Western Star cab/chassis

Standard factory warranty on vac system

Tandem axles with 20k lb. front axles and 46k lb. rear axles

12-yard debris body

1500-gallon water storage

Roots 824 4400 cfm blower

Hydro excavating kit

Cold water recirculation package

Wireless controller

Five-piece nozzle kit with hard case

Add engine, chassis and cab warranty option to VACTOR and SECA:

7 yr/150k mile engine warranty at \$5575

7 yr/150k chassis warranty at \$4635

7 yr/unlimited miles transmission warranty at \$1677

SuperProducts included a 5 yr/100k mile cab and engine warranty in their base price

**Commentary:**

All four vendors brought down demo units for staff to look at. All were very good at answering questions, providing information and showing staff the features of each vehicle. Both the SECA and SUPERPRODUCTS allowed OOBPW staff to use the demo to clean catch basins. Unfortunately, VACTOR did not have a demo unit we could try out in real time.

SUPERPRODUCTS worked well in the demonstration. There were very few references to talk to, but both said the machine performed satisfactorily. Experience with current SUPERPRODUCTS vac truck has been good. Staff have had frustration with getting parts and would prefer to have a local service location.

VACTOR is the most prevalent machine in this area. C.N. Wood has been retained as the vendor for over 35 years. VACTOR uses a tried-and-true design and is used by most municipalities in the area. They also have the most comprehensive service and parts network.

Staff considers the SECA more innovative with its design. Having the ability to 'crawl' the truck while cleaning or vacuuming was appreciated by staff. The simplicity of the control system may benefit the town in the future when repairs are necessary. Patented 'hydro drive' system reduces wear on transmission.

VACTOR and SECA were the favorites among staff with no clear consensus. Both machines are specified to perform the same tasks. This includes unblocking sewer and stormwater pipes up to 24", cleaning catch basins, hydro excavating and both machines have an auxiliary pump that can be used in remote locations. Concerns about the truck being 6-8' longer than the current truck were discussed but all were similar, so this was not a deciding factor. Water recycling was not a factor since the truck always has access to water. The Western Star chassis was preferred by staff and is included in both bids. Both trucks include a Roots 824 blower instead of a fan.

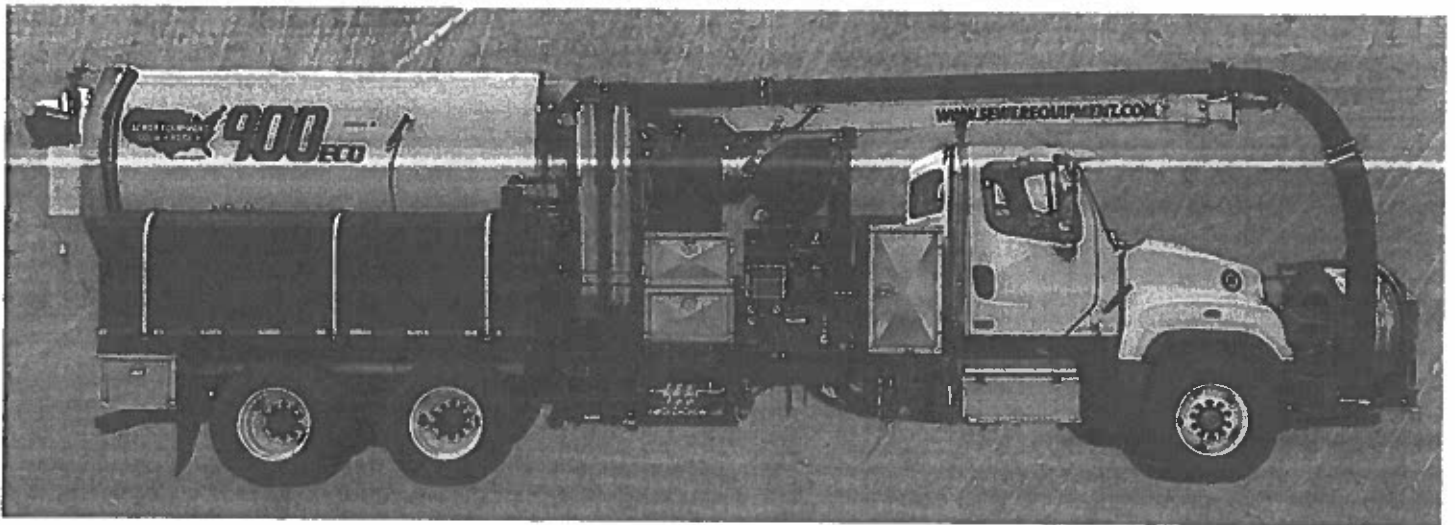
**Recommendation:**

Purchase the SECA at a base price of \$627,469.38 with engine, transmission and chassis warranty at an additional cost of \$11,787.00 for a total cost of \$639,356.38 before trade in value of \$22,000.



160 Warren Ave.  
Westbrook, ME 04092

**Presents a Proposal Summary  
Of the**



**New SECA Model ECO-900 Combination Sewer Truck complete with a  
12-yard debris body**

**TOWN OF OLD ORCHARD  
DPW  
OLD ORCHARD, ME**

**August 16, 2024**

- \*HALO Down Manhole Light System
- \*Tailgate mounted Hydraulic Pump Off
- \* LED Interior toolbox lighting
- \* Twelve (12) strobe light system – amber/green
- \* Rear mount LED arrow stick
- \* LED work lights: manhole / curbside / (2) boom / (2) LED rear door
- \* Central lube manifolds
- \* Cone holder with (6) 28" cones
- \* Rubber mounted bumpers on rear bumper
- \* Two (2) rear tow hooks
- \* Two sets manual ( 2 each / paper and USB)
- \* Balance complete as per standard specifications
- \* PAINT: Sewer body and front hose reel – standard blue / Chassis cab – standard white

**FACTORY SUPPLIED CHASSIS:**

2025 WESTERN STAR 47X Tandem Axle Cab and Chassis with a 20K lb. front axle, 46K lb. rear axle, DD13 450 HP engine, Allison 4000 series automatic transmission

**2024 SOURCEWELL CONTRACT PRICING:**

<b>SECA Module Price:</b>	<b>\$ 447,458.12</b>
<b>Sourcewell Discount (less 3%):</b>	<b>\$ ( 13,423.74)</b>
<b>Local Dealer Costs (freight,PDI,training)</b>	<b>\$ 4,850.00</b>
<b>Factory Freight to Dealer:</b>	<b>\$ 4,500.00</b>
<b>Local Supplied Chassis – WESTERN STAR:</b>	<b><u>\$ 156,809.00</u></b>
<b>TOTAL COST:</b>	<b>\$ 627,469.38</b>
<b>LESS TRADE-IN: 2007 Camel/Sterling Truck:</b>	<b><u>\$ (22,000.00)</u></b>
<b>NET DELIVERED COST AFTER TRADE-IN:</b>	<b>\$ 605,469.38</b>

**DELIVERY: February 2025**

Sincerely,

*Don Norris*

**Don Norris**

**Territory Sales Manager**



154 Wayside Avenue, West Springfield, MA 01089  
 Phone (413) 733-5189 / Fax (413) 781-2102

August 19, 2024

Chris White  
 Public Works Wastewater Director  
 Old Orchard Beach, ME – DPW  
 Wastewater Department  
 24 Manor Street  
 Old Orchard Beach, ME 04064

**REVISED QUOTATION WITH WESTERN STAR CHASSIS**

Chris-  
 Thank you for allowing us to demo the SUPERPRODUCTS – CAMEL 1200 to you and your personnel. After having spent the day with your crew we are pleased to provide you with our revised quotation in accordance with their requests. Pricing is per SOURCEWELL PRICING on a new Super Products CAMEL MAX 1200EJ, 12 cu.yd. ejector-style combination sewer cleaner. Sourcewell Contract #101221-SPL. The quoted 1200EJ includes all standard equipment and controls, in addition to the following options:

- |         |   |   |
|---------|---|---|
| 0008777 | 1 | Camel Max Series / Model 1200EJ   |
| 0042756 | 1 | Camel Body 12yd (9.2m) Ejector, High Dump, 1,500 gal Water Capacity<br>Debris Body ¼" Thick EXTEN Steel Construction<br>External Debris Level Indicator, Front Mounted<br>Internal Debris Body Flush Out System<br>Mid Mount Passenger Side Body Controls<br>Debris Body Safety Prop<br>Body Up Alarm<br>217 Degree Boom Rotation, Hydraulic Driven Worm Gear<br>8' Hydraulic Extendable Boom, 1,000 lb Lift Capacity (retracted)<br>Boom Up Alarm<br>Hydraulic Powered Tailgate w/4 Adjustable Hydraulic Wedge Pins<br>Tailgate Safety Props<br>Tailgate Alarm<br>Hose Reel 270 Degree Rotation, Extendable 18"<br>Hose Reel Drum Capacity 1,000' of 1" Dia. PIARANNA Sewer Hose<br>Sewer Hose Containment Shield<br>LED Control Panel (1000 nits) Readable in All Environments<br>Blower Engagement from Front Control Panel<br>Super Products Self Diagnostic System<br>Super Products Single Piston Water Pump<br>Water Tanks Rotationally Molded, Non-Cross Linked Polyethylene (ECO Friendly)<br>Air Purge for Water System |

		Antifreeze System
		Back of Cab <b>Vertical Tube Rack</b> (6 Tube Capacity)
		Centrifugal Cyclone Separator - w/Quick Release Door
		OMSI Hot Shift Transfer Case
		Dual Air-to-Oil Coolers
		Dual Accumulators
		Safety Cone Holder
		(6) 28" Safety Cones
		Back Up Camera
Western Star	1	2025 Western Star , X12 455/1550, 4000RDS, 66K GVWR Chassis (Non-CARB), Automatic Transmission, Cummins 455 HP engine
	<b>1</b>	<b>FURTHER ENHANCED WITH THE FOLLOWING OPTIONS:</b>
0039176	1	8" vacuum system, Roots PD Model 824, 18" Hg and 4500 cfm
0032336	1	Vacuum booster valve
0032314	1	Pleated final filter assembly
0038687	1	Rear splash shield
0032395	1	<b>Acculevel debris level indicator</b>
0002231	1	Front Body Drain, 6", knife valve, 35' x 6" fabric drain hose, camlock cap
0040153	1	<b>3" Trash Pump Off System</b>
0035436	1	Assy, Cover, 3", Front Drain
0001883	1	Cover, 6" Tailgate
0001953-3	1	Cover, 3" Tailgate
0039990 - 80/2500	1	80 GPM @ 2500 PSI
0040035	1	Winter recirculation
0038612	1	Retractable hose reel with live center with 50' x 1/2" hose
0032190	1	Low water warning light and alarm with water capacity digital display
0038610	1	Manual Accumulator shut off valve (Standard)
0032187	1	Wireless remote
0037229	2	Boom Decals, Red w/Black Border (choose qty 2) (standard)
0037295	2	Boom Decals, Red w/Black Border (choose qty 2) (standard)
3665-60000	1	600' 1" hose
0032380	1	Fully automatic power level wind
0032877	1	Hose reel tensioning system
0032770	1	Hose reel digital counter (Automatic)
0032257	1	LED Boom work lights
0032253	1	LED Flood light package, tailgate area, power unit area
0028251	1	Cordless Rechargeable Handheld Worklight
0032160	1	LED Package 2 - (2) Tailgate and (2) Boom beacon omni-directional strobes
0032483	1	LED Package 3 - Front, Mid-ship, and Rear bumper directional strobes



0032772	1	Cab-mounted forward-facing light bar
0032143	1	Rear-mounted light bar
	1	<b>SIDE KICK -360 degree Light with Retractable Reel</b>
0039809	1	Toolbox, 48", Lower, Curb
0040475	1	Toolbox, 36", Mid, Curb
0040476	1	Toolbox, 36", Upper, Curb, Top Hinge
0038671	1	Toolbox, 52", Driver Side
0002382	1	Front / rear tow hooks
0030054	1	Camera system, front
Std White Finish	1	Powder coat finish, White (Standard)
0034405	1	Hydro-X Kit, Bandlock Style (SP Style) and rear tailgate rack for tubes (2)
6000-02011-8020	1	Large Chisel Nozzle (80 GPM, 2,000 PSI)
6000-02012-8020	1	3D Extreme Nozzle 1" (80 GPM, 2,000 PSI)
6000-02065-8020	1	3D Cleaning Nozzle (80 GPM, 2,000 PSI)
6000-02074-8020	1	Pipe Wolf Nozzle (80 GPM, 2,000 PSI)
6000-02076-8020	1	Small Rocket Nozzle 1" (80 GPM, 2,000 PSI)
6000-02270-8020	1	PRIMUS II Nozzle-5013 (80 GPM, 2,000 PSI)
9050-00038-0002	1	1" standard nozzle extension
0027059	1	Hose, 25', cotton - Single Jacket Filler Hose
3736-12000-0016	1	Leader Hose 1" x 10'
0023397	1	Washdown handgun
3000-02601	2	Tigertail Sewer Hose Guide
3000-01242	1	Hydrant wrench
3000-01244	1	Puller hook
4510-00245	1	Fluidizing Suction Tube Nozzle 8" x 24"
9400-00133	1	Circular Operator's Clamp Handle, for 8" diameter tube
3000-00825	8	Supertube Lock ring 8"
3500-00205	8	Gaskets for Supertube O-ring, Gasket 8"
8500-00453EF	1	8" x 60" Supertube w/ Crown
8510-01373	1	8" x 36" Supertube - Aluminum
8510-01374	2	8" x 60" Supertube - Aluminum
8510-01375	2	8" x 84" Supertube - Aluminum
8510-00290	1	8" x 96" Supertube - Aluminum
0036171	1	Kanaflex Drain Hose, Female 6" Camlock

- 1 Aluminum Wheel on Chassis
- 1 Vertical Tube Racks
- 1 HD MudDogg Suction Hose, in lieu of std. hose
- 1 Western Tech. Side-kick light
- 1 Tool Retractor – Spring Loaded
- 1 Freight and Dealer PDI included

**Standard Chassis and Super Products Warranty on truck**

**FOB: Old Orchard Beach, ME – National Sourcwell Contract Price (Western Star): \$635,670.43\***  
**TRADE ALLOWANCE: Town's Existing Camel VacTruck DEDUCT: \$ 17,500.63**

**NET PRICE (Western Star Chassis, Std. Warranty) – AFTER TRADE: \$618,169.80**

**TRUCK AND CHASSIS EXTENDED WARRANTY OPTIONS (5-year MAX):**

- Cummins Protection Plus Coverage, includes Engine and After-treatment (X12 Engine):  
5yr. / 100,000 miles total **ADD: \$ 2,673.51**
- Allison 4000RDS Transmission Coverage:  
5yr. / unlimited **ADD: \$ 1,360.10**
- Western Star Chassis Coverage, Tier 4:  
5yr. / 100,000 miles total **ADD: \$ 5,815.95**
- Towing Coverage, \$1800 max/tow:  
5 yr. / unlimited **ADD: \$ 3,325.14**

**GRAND TOTAL (after trade) INCLUDING ALL EXTENDED WARRANTY OPTIONS ABOVE: \$631,344.50**

*Delivery for unit with the available Western Star Chassis and the 455 HP Cummins Engine:  
approx. 5-7 months, ARO.*

**\*Quoted price includes numerous upgrades and options, which were requested by your personnel.**

**If you decide you would prefer a tip-to-dump unit rather than the ejector plate, there is a cost decrease of about \$5,000.00.**

Thank you for this opportunity. If you would like to place an order, or have any further questions, please contact me via one of the methods listed below. We appreciate your consideration.

Sincerely,



Robert H. Clark, III  
 Vice President  
 Tri-County Contractors Supply, Inc.  
 Office: 413) 733-5189 x114  
 Cell: (413) 575-8751  
[rclarkiii@tricountycontractors.com](mailto:rclarkiii@tricountycontractors.com)

**QUOTATION IS VALID FOR 30 DAYS!!!**

Presents a

**Proposal for a  
Vactor 2112i Positive Displacement Combination Sewer Cleaner  
for the  
Town of Old Orchard Beach**

**August 9, 2024**



## BASIC

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### MODEL

<b>Vacuum System</b>	Roots 824-18 Blower	<b>Debris Body Capacity (cu. yd.)</b>	12.00
<b>Model Type</b>	Combo	<b>Water Capacity</b>	1500
<b>Water Flow</b>	80.00	<b>Water Pressure</b>	2500
<b>Chassis Source</b>	Vactor	<b>Water Tank Material</b>	Aluminum
<b>Controls</b>		<b>Blower High Temp Shutdown</b>	true

## CHASSIS

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CUSTOM-WT 2025 Western Star 47X, 6x4, SFA, DD13 450, Auto

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## STANDARD FEATURES

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011iSTD	Aluminum Fenders
012iSTD	Mud Flaps
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
7001iSTD	Tachometer/Chassis Engine w/Hourmeter
7003iSTD	Water Pump Hour Meter
7004iSTD	PTO Hour Meter
7005iSTD	Hydraulic Oil Temp Alarm
016iSTD	Color Coded Sealed Electrical System
019iASTD	Intuitouch Electronic Package
020iSTD	Double Acting Hoist Cylinder
025iASTD	Handgun Assembly
026iSTD	Ex-Ten Steel Cylindrical Debris Tank
030iSTD	Flexible Hose Guide
032iSTD	(3) Nozzles with Carbide Inserts w/Rack
045iSTD	Suction Tube Storage
046iSTD	1" Nozzle Pipe
048iSTD	10' Leader Hose
1001iSTD	Flat Rear Door w/ Hydraulic Locks
1005iSTD	Dual Stainless-Steel Float Shut Off System
3019iSTD	Digital Water Pressure Gauge
4006iSTD	Front Joystick Boom Control
4010iSTD	Boom Hose Storage

4017iSTD	Boom Out of Position Message and Alarm
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
5011iSTD	3"Y -Strainer @ Water Pump
5015iSTD	Midship Handgun Coupling
5022iSTD	Side Mounted Water Pump
6005iDSTD	Digital Hose Footage Counter
6007iSTD	Hose Reel Manual Hyd Extend/Retract
6009iSTD	Hose Reel Chain Cover
6017iSTD	Hydraulic Tank Shutoff Valves
6019iSTD	Rodder Pump Drain Valves
1011iSTD	Microstrainer Prior to Blower
1023iSTD	Lube Manifold, with Lube Chart
1024iSTD	Debris Body Vacuum Relief System
1031iSTD	Debris Deflector Plate
1033iSTD	60" Dump Height
1041iSTD	Debris Body-Up Message and Alarm
2001iSTD	Low Water Indicator on Screen w/Alarm and Water Pump Flow Indicator
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
2022iSTD	Additional Water Tank Sight Gauge
2023iSTD	Liquid Float Level Indicator
7007iSTD	Tachometer & Hourmeter/Blower
8000iSTD	Circuit Breakers
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn
9002iSTD	Tow Hooks- Front and Rear
9003iSTD	Electronic Back-Up Alarm
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet
S390ASTD	8" Vacuum Pipe Package
S560STD	Emergency Flare Kit
S590STD	Fire Extinguisher 5 Lbs.

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## **BOOM**

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4009iA	Water Ring Assembly- At Debris Body Inlet
4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
4013i	Rotatable Boom Inlet Hose
4015i	180 deg. 10ft Telescoping Boom
4022iE	EMCO Abrasion Resistant, 70 Degree, Telescopic Boom Elbow

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## **DEBRIS BODY**

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1016iSTD	"Subframe Mounted -2 Pipe Rack -8"
1003i	Debris Body Flushout
1003iB	Rear Door Valve Flushout
1009iA	Externally Mounted Trash Pump w/Floating Arm
1014i	Centrifugal Separators (Cyclones)
1015i	Folding Pipe Rack - Curbside -8" Pipe
1015iA	Folding Pipe Rack - Streetside -8" Pipe
1015iB	Folding Pipe Rack - Rear Door -8" Pipe
1022i	Rear Door Splash Shield
1026i	Debris Body Vibrator- Electric
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
4020i	Anti Splash Valve- Body Inlet
5029i	Cyclone Washout System

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## **VACUUM OPTIONS**

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3015i	Front Blower Controls
3017i	Blower High Temp Safety Shutdown
6019iA	Final Filter and Silencer Ball Valve Drains

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## **REAR DOOR**

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1007i	6" Rear Door Butterfly Valve - 3:00 position
1008iA	6" Rear Door Knife Valve w/Camloc w/ Port -6:00 position
1009iD	Full Rear Door Swinging Screen

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## HOSE REEL

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5017i	Hose Reel- Freespool
6002iB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
6004iD	Rodder Hose Pinch Roller
6008i	Hose Reel Manual Rewind Tool
6014i	High Pressure Hose Reel
6025iE	Hose Wind Guide (Dual Roller)- Auto- Power Indexing

## WATER TANKS

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2018i	Additional Water- 1500-Gal Total
3020i	Digital Water Level Indicator
5015i	Handgun Couplers- Front and Rear

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## MISCELLANEOUS

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8024iB	Amber/Green/White Lights for Flashing Light Package
S392iA	8" x 78" Higbee C/B Nozzle Assembly
9023i	Safety Cone Storage Rack - Drop in Style
9023iB	Additional Safety Cone Storage Rack - Drop in Style
CM-CUSTOM-2025-01	Chassis Modifications - 2025 CUSTOM Chassis

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## LIGHTING

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8001iJ	Rear Directional Control- LED Arrowboard
8001iN	Front Directional Control- LED Arrowstick
8005i	H.A.L.O. (Handsfree Accessory Light Option)
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED
8027i	LED Mid-Ship Turn Signals
8028iA	Worklights (2), Self-Leveling Boom LED
8029i	Worklights (2)- LED- Rear Door
8029iA	Worklight- LED- Operators Station
8029iB	Worklight- LED- Hose Reel Manhole
8029iC	Worklight- LED- Passenger Side
8029iD	Worklight- LED- Driver Side
9021iA	Camera System- Front and Rear

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## **PAINT**

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Cab Paint Color	White
Module Paint Color	Blue
i124STD	Vactor 2100i Body Decal- Standard
V-LOGO-APPL.	Vactor Logos - Applied

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## **TOOLBOX**

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010i	Operator Station Curbside Toolbox - with Lighting
018i	Remote Pendant Control with Cord
6031i	Front Hose Reel Tool Storage
9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers
9070iB	Long Handle Tool Storage
9071iEL	Toolbox- Behind Cab - 16w 30h x 96d - with Lighting
9072iBL	Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d - with Lighting
9074iAL	Toolbox- Driver Side Subframe- 18w x 24h x 24d - with Lighting

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## **WATER ACCESSORIES**

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2006i	Air Purge
5008iB	Cold Weather Recirculator- PTO Driven- 25 GPM
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube

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## **WATER SYSTEM**

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5002iA	80 GPM/2500 PSI Jet Rodder pump
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## **SPARE PARTS**

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(1) 8" Quick Clamp Assembly	16584-30
(1) 8" x 5' Aluminum Vacuum Tube	25637-30
(1) 8" x 3' Aluminum Vacuum Tube	25637C-30

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(1) 8" x 7'-6" Aluminum Vacuum Tube	25637F-30
(1) 6" Quick Clamp Assembly	32087-30
(1) 8" to 6" Flanged Reducer	35097-30
(1) 3" Y-Strainer Screen	41280-30
(1) Flexible Hose Guide	52846-30
1/2" High Pressure Hose Assembly – 10 ft	65297J-30

**Sell Price:**

**\$617,000.00**

**PROPOSAL NOTES:**

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**Due to current market conditions and on-going supply chain issues, pricing is subject to change.**

Thank you for considering C.N. Wood Enviro, LLC for your equipment needs

## LIMITED WARRANTY

**Limited Warranty.** Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

### STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, IMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, IMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, IMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

**Exclusive Remedy.** Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

\*NOTE\* The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

**GUZZLER**

VACTOR MANUFACTURING  
1821 S. Illinois Street  
Streator, IL 61364

**VACTOR**

9-1-2021

# Engine warranty

## DETROIT ENGINE COVERAGE (EW4) DD13, DD15, DD16 INCLUSION/EXCLUSION OVERVIEW

Updated as of 05/22/2024



### EXTENDED COVERAGE

EW PACKAGE	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
EW4	<ul style="list-style-type: none"> <li>• AIR INLET MANIFOLD</li> <li>• AIR INTAKE THROTTLE VALVE</li> <li>• ALTERNATOR BRACKET*</li> <li>• BELT TENSIONER</li> <li>• CAMSHAFT ASSEMBLY (INCLUDING SEALS)</li> <li>• COLD PIPE ASSEMBLY</li> <li>• CONNECTING ROD</li> <li>• BEARINGS AND BOLTS</li> <li>• COOLER INLET PIPE</li> <li>• CRANKSHAFT BREATHER OIL SEPARATOR</li> <li>• CRANKSHAFT THRUST WASHER</li> <li>• CYLINDER BLOCK, CYLINDER HEAD ASSEMBLY</li> <li>• CYLINDER HEAD GASKET</li> <li>• CYLINDER LINER</li> <li>• EGR SYSTEM, ENGINE-MOUNTED SENSORS</li> <li>• EXHAUST MANIFOLD AND BELLOWS</li> <li>• FAN SUPPORT ASSEMBLY</li> <li>• FLYWHEEL HOUSING AND GASKET</li> <li>• FUEL FILTER HOUSING</li> <li>• GEAR CASE</li> <li>• GEAR TRAIN</li> <li>• GEAR TRAIN/TIMING CASE GASKET</li> <li>• HIGH PRESSURE FUEL SYSTEM AND LINES</li> <li>• HYDRAULIC PUMP*</li> <li>• INTEGRATED ENGINE BRAKE</li> <li>• LOW PRESSURE FUEL PUMP</li> </ul>	<ul style="list-style-type: none"> <li>• ALTERNATOR</li> <li>• BATTERY</li> <li>• BELTS</li> <li>• CONSUMABLE PARTS</li> <li>• DEF HEADER</li> <li>• DEF LINES</li> <li>• DEF TANK</li> <li>• FAN</li> <li>• FAN HUB</li> <li>• FILTERS</li> <li>• HOSES</li> <li>• LABELS</li> <li>• PILOT BEARING</li> <li>• PTO</li> <li>• RADIATOR</li> <li>• ALL ADDITIONAL COMPONENTS COVERED IN EW3 AND EW4</li> <li>• PARTS NOT COVERED BY BASE WARRANTY</li> <li>• NON-DETROIT PARTS</li> </ul>

\*IF SUPPLIED BY DETROIT

**DETROIT ENGINE COVERAGE (EW4) DD13, DD15, DD16  
INCLUSION/EXCLUSION OVERVIEW**

Updated as of 05/22/2024



**EXTENDED COVERAGE**

EW PACKAGE	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
EW4 (CONT'D)	<ul style="list-style-type: none"> <li>• MAIN BEARING BOLTS</li> <li>• MAIN BEARINGS</li> <li>• MCM/CPC</li> <li>• OIL COOLER HOUSING AND GASKETS</li> <li>• OIL PAN AND SEALS</li> <li>• OIL PRESS REGULATOR AND RELIEF VALVES</li> <li>• OIL PUMP</li> <li>• PISTONS (RINGS, PINS, RETAINERS), ROCKER ARM ASSEMBLY</li> <li>• ROCKER COVER AND SEALS</li> <li>• THERMOSTAT HOUSING AND GASKET</li> <li>• TURBO COMPOUND DEVICE AND COUPLING</li> <li>• TURBOCHARGER OUTLET ELBOW</li> <li>• VALVES (EXHAUST, INTAKE)</li> <li>• VALVE SPRINGS, GUIDES, INSERTS</li> <li>• VIBRATION DAMPER</li> <li>• WATER PUMP (EXCLUDES WATER PUMP SEAL);</li> <li>• AIR COMPRESSOR**</li> <li>• FUEL INJECTORS</li> <li>• TURBOCHARGER</li> <li>• WATER PUMP SEAL</li> <li>• SEALS - FRONT AND REAR CRANKSHAFT</li> <li>• AFTERTREATMENT PRESSURE SENSORS</li> <li>• AFTERTREATMENT TEMPERATURE SENSORS</li> <li>• AFTERTREATMENT CONTROL MODULE</li> </ul>	

\*\*AIR COMPRESSOR COVERED UNDER EW2 IS FOR GHG14 & GHG17;  
AIR COMPRESSOR NOT COVERED UNDER EW2 FOR EPA10

## DETROIT ENGINE COVERAGE (EW4) DD13, DD15, DD16 INCLUSION/EXCLUSION OVERVIEW

Updated as of 05/22/2024



### EXTENDED COVERAGE

EW PACKAGE	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
EW4 (CONT'D)	<ul style="list-style-type: none"> <li>• DEF PUMP/METERING UNIT /INJECTION UNIT</li> <li>• ELECTRICAL HARNESS AND CONNECTORS*</li> <li>• HYDROCARBON FUEL LINE</li> <li>• HYDROCARBON INJECTION VALVE</li> <li>• HYDROCARBON METERING UNIT</li> <li>• AFTERTREATMENT NOX SENSORS</li> <li>• AFTERTREATMENT SYSTEM MOUNTING BRACKETS AND CLAMPS,</li> <li>• DIESEL OXIDATION CATALYST AND HOUSING</li> <li>• DIESEL PARTICULATE FILTER AND HOUSING</li> <li>• SCR CATALYST AND HOUSING</li> </ul>	

\*IF SUPPLIED BY DETROIT

\*\*DTNA/DETROIT DOES NOT COVER COMPONENTS SUPPLIED BY THIRD PARTY AND COVERED BY MANUFACTURER'S WARRANTY SUCH AS EATON OR ALLISON. DTNA CHASSIS COMPONENTS ARE NOT COVERED UNDER EXTENDED ENGINE COVERAGE. DTNA DOES NOT COVER PARTS THAT ARE SUBJECT TO CONSUMPTION DURING THEIR NORMAL SERVICE LIFE AND ARE ROUTINELY REPLACED DURING NORMAL SERVICES. SEE SECTION 6 OF WARRANTY MANUAL FOR SUPPLIER WARRANTY GUIDELINES. SEE SECTION 1 OF WARRANTY MANUAL FOR LIMITATION OF LIABILITY, AND FOR COMPONENT, PART, AND CONDITION EXCLUSIONS.

\*\*\*THIS LIST IS INTENDED AS AN OVERVIEW ONLY AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL CLAIMS SUBJECT TO CLAIM CODE RESTRICTIONS. IF YOU NEED CLARIFICATION, PLEASE CONTACT YOUR REGIONAL ASP SALES MANAGER OR [ASPHELP@DAIMLERTRUCK.COM](mailto:ASPHELP@DAIMLERTRUCK.COM)

# Chassis warranty

## VOCATIONAL TRUCK COVERAGE 4 INCLUSION/EXCLUSION OVERVIEW

Updated as of 1/25/2024



INCLUDED SYSTEMS	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
AIR CONDITIONING, HEATING & VENTILATING SYSTEM*	<ul style="list-style-type: none"> <li>COMPRESSOR</li> <li>EVAPORATOR CORE</li> <li>CONDENSER ASSEMBLY</li> <li>BLOWER MOTOR</li> <li>HEATER ASSEMBLY</li> <li>WIRING</li> <li>LINES</li> <li>SELECT AUXILIARY HVAC COMPONENTS (IF FACTORY EQUIPPED)</li> </ul>	<ul style="list-style-type: none"> <li>BATTERIES</li> <li>DUAL PARKED HVAC</li> <li>PARKSMART SYSTEM</li> <li>REFRIGERANT</li> <li>HOSES</li> <li>COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
SUSPENSION, FRONT/REAR*	<ul style="list-style-type: none"> <li>STEEL SPRINGS</li> <li>SPRING HANGER BRACKETS</li> <li>SHACKLES AND PINS AND TORQUE RODS</li> <li>TAG AXLE ASSEMBLY</li> <li>PUSHER AXLE ASSEMBLY</li> </ul>	<ul style="list-style-type: none"> <li>NUTS, BOLTS, KITS, AND MOUNTING HARDWARE</li> <li>STEERING ARM</li> <li>DRIVE AXLES</li> <li>STEER AXLES</li> <li>HOSES</li> <li>BUSHINGS</li> <li>SHOCKS</li> <li>DETROIT PARTS</li> <li>COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
ALTERNATOR & CHARGING SYSTEM*	<ul style="list-style-type: none"> <li>ALTERNATOR ASSEMBLY</li> <li>HARDWARE, MOUNTING - ALTERNATOR ASSEMBLY</li> <li>ALTERNATOR WIRING HARNESS</li> <li>VOLTAGE REGULATOR</li> <li>BATTERY CHARGE EQUALIZER</li> </ul>	<ul style="list-style-type: none"> <li>BOLT - ALTERNATOR HOUSING</li> <li>BOLT - ALTERNATOR FRAME</li> <li>BOLT - ADJUSTMENT, ALTERNATOR</li> <li>DETROIT PARTS</li> <li>COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>

INCLUDED SYSTEMS	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
STARTER & CRANKING SYSTEM*	<ul style="list-style-type: none"> <li>• STARTER MOTOR ASSEMBLY</li> <li>• STARTER SOLENOID</li> <li>• BATTERY CABLES</li> <li>• GROUND STRAP</li> <li>• BATTERY DISCONNECT SWITCH</li> <li>• GLOW PLUG</li> </ul>	<ul style="list-style-type: none"> <li>• BATTERIES</li> <li>• BUSHINGS</li> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
AIR INTAKE SYSTEM*	<ul style="list-style-type: none"> <li>• CHARGE AIR COOLER HOUSING</li> <li>• CHARGE AIR COOLER MOUNTING HARDWARE</li> <li>• CHARGE AIR COOLER COLD SIDE PIPE</li> <li>• CHARGE AIR COOLER HOT SIDE PIPE</li> <li>• CHARGE AIR COOLER ELBOW</li> </ul>	<ul style="list-style-type: none"> <li>• AIR CLEANER</li> <li>• PRE-CLEANER ASSEMBLY</li> <li>• FILTER ELEMENTS</li> <li>• HOSES</li> <li>• SEALS &amp; GASKETS &amp; KITS</li> <li>• TURBOCHARGER</li> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
IGNITION SYSTEM*	<ul style="list-style-type: none"> <li>• IGNITION SWITCH</li> <li>• STARTER INTERLOCK WIRING</li> <li>• REMOTE START WIRING/SWITCH/ANTENNA</li> </ul>	<ul style="list-style-type: none"> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
SELECT FRAME COMPONENTS*	<ul style="list-style-type: none"> <li>• BRACKETS</li> <li>• BUMPER ASSEMBLY FRONT &amp; REAR</li> <li>• ENGINE MOUNTINGS</li> <li>• BATTERY BOX &amp; SUPPORT</li> <li>• LICENSE CARRIER</li> <li>• ATTACHING DEVICES - HOSES, LINES, TUBES &amp; WIRE</li> <li>• SLEEPER MOUNTING</li> <li>• TOOLBOX ASSEMBLY &amp; MOUNTINGS</li> <li>• NOISE SHIELD</li> <li>• LIFTING HOOKS</li> <li>• STEP &amp; BRACKETS - FRAME MOUNTED STEP ASSEMBLY</li> </ul>	<ul style="list-style-type: none"> <li>• BUSHINGS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>



INCLUDED SYSTEMS	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
DRIVE SHAFTS / DRIVELINES*	<ul style="list-style-type: none"> <li>• DRIVE SHAFT / DRIVELINE</li> <li>• YOKE – DRIVE SHAFT END</li> <li>• UNIVERSAL JOINT – FRONT, CENTER, REAR</li> <li>• BEARING ASSEMBLY – DRIVE SHAFT</li> </ul>	<ul style="list-style-type: none"> <li>• PINION END YOKE</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
COOLING SYSTEM*	<ul style="list-style-type: none"> <li>• RADIATOR ASSEMBLY</li> <li>• RADIATOR SHUTTER</li> <li>• COOLANT RECOVERY SYSTEM</li> <li>• SURGE TANK ASSEMBLY</li> <li>• RADIATOR MOUNTING HARDWARE</li> <li>• FAN CLUTCH</li> <li>• FAN HUB SEAL &amp; BEARING</li> <li>• FAN BLADE</li> <li>• OIL COOLER ASSEMBLY – TRANSMISSION</li> <li>• RADIATOR FAN SHROUD ASSEMBLY</li> </ul>	<ul style="list-style-type: none"> <li>• BELTS</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
SPARE WHEEL MOUNTING*	<ul style="list-style-type: none"> <li>• CARRIER - SPARE WHEEL</li> <li>• HOLD-DOWN CLAMPING PARTS</li> <li>• CHAIN-LINK, SPARE TIRE CARRIER</li> </ul>	<ul style="list-style-type: none"> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
BRAKES*	<ul style="list-style-type: none"> <li>• BRAKE CYLINDER ASSEMBLIES OR CHAMBERS</li> <li>• BRAKE CALIPER ASSEMBLIES</li> <li>• SLACK ADJUSTERS</li> <li>• SELECT VALVES</li> <li>• LEVER - PEDAL &amp; SECTOR ASSEMBLY, PARKING BRAKE</li> <li>• MASTER CYLINDER – BRAKE</li> <li>• AIR TANK</li> <li>• AIR REGULATOR OR GOVERNOR</li> <li>• AIR DRIER W/DRAIN VALVES</li> <li>• ANTILOCK BRAKES ECU &amp; TCV</li> </ul>	<ul style="list-style-type: none"> <li>• BRAKE LINING</li> <li>• DISC BRAKE PAD</li> <li>• REPAIR KITS</li> <li>• BRAKE DRUMS</li> <li>• BRAKE ROTORS</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>

INCLUDED SYSTEMS	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
CHASSIS LUBRICATOR*	<ul style="list-style-type: none"> <li>• BODY - GREASE RESERVOIR, AUTOMATIC CHASSIS LUBRICATOR</li> <li>• PUMP ELEMENT, GREASE PUMP</li> <li>• BLOCK ASSEMBLY - GREASE DISTRIBUTION</li> <li>• WIRING HARNESS - CHASSIS LUBRICATION</li> <li>• CONTROLLER ASSEMBLY - AUTOMATIC</li> </ul>	<ul style="list-style-type: none"> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
CLUTCH SYSTEM*	<ul style="list-style-type: none"> <li>• CLUTCH PEDAL</li> <li>• SHAFT - CLUTCH PEDAL</li> <li>• CLUTCH PEDAL LINKAGE</li> <li>• CLUTCH RELEASE BEARING</li> <li>• MASTER CYLINDER ASSEMBLY - CLUTCH</li> <li>• CONTROL ASSEMBLY - HYDRAULIC CLUTCH</li> <li>• SLAVE CYLINDER ASSEMBLY - CLUTCH</li> <li>• FORK - CLUTCH RELEASE</li> </ul>	<ul style="list-style-type: none"> <li>• PLATE ASSEMBLY - DRIVEN DISC, CLUTCH</li> <li>• FACINGS - CLUTCH</li> <li>• PLATE - INTERMEDIATE</li> <li>• PRESSURE PLATE &amp; COVER ASSEMBLY</li> <li>• BOLT - CLUTCH DRIVEN PLATE HUB</li> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
TRANSMISSION - MAIN, MANUAL*	<ul style="list-style-type: none"> <li>• TUBE - DIPSTICK, MANUAL TRANSMISSION</li> <li>• DIPSTICK - MANUAL TRANSMISSION</li> <li>• ROD - TRANSMISSION SUPPORT STRUT</li> <li>• HOUSING - CLUTCH</li> <li>• GEAR SHIFT LEVER AND KNOB</li> <li>• MOUNTING BRACKET, EXTERNAL SHIFT, MANUAL TRANSMISSION</li> </ul>	<ul style="list-style-type: none"> <li>• TRANSMISSION ASSEMBLY</li> <li>• AUTOMATED TRANSMISSION</li> <li>• TRANSMISSION CASE</li> <li>• BELL HOUSING</li> <li>• DETROIT PARTS</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• OIL FILTER</li> <li>• SEALS &amp; GASKETS</li> <li>• BOLTS - CLUTCH HOUSING TO ENGINE</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>

INCLUDED SYSTEMS	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
TRANSMISSION – AUTOMATIC*	<ul style="list-style-type: none"> <li>• TUBE - OIL DIPSTICK</li> <li>• BRACKET - TUBE, OIL CHECK</li> <li>• MODULE - SHIFT SELECTOR</li> <li>• ROD ASSEMBLY – PARKING LOT ACTUATOR</li> <li>• HARDWARE, MOUNTING - BELL HOUSING TO ENGINE</li> <li>• BRACKET - REAR SUPPORT</li> <li>• SENSOR - TEMPERATURE, AUTOMATIC TRANSMISSION</li> <li>• ROD ASSEMBLY - PARKING LOCK ACTUATOR</li> <li>• SHIFT SELECTOR</li> <li>• WIRING HARNESS - SPEED SENSOR</li> <li>• SHIFT CONTROL LINKAGE</li> <li>• COOLER, MANIFOLD - ASSEMBLY</li> </ul>	<ul style="list-style-type: none"> <li>• AUTOMATIC TRANSMISSION</li> <li>• AUTOMATIC TRANSMISSION CASE</li> <li>• CONVERTER ASSEMBLY, AUTOMATIC TRANSMISSION</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
AUXILIARY TRANSMISSION*	<ul style="list-style-type: none"> <li>• CASE ASSEMBLY - AUXILIARY TRANSMISSION</li> <li>• HARDWARE, MOUNTING - AUXILIARY TRANSMISSION CASE COVER</li> <li>• BRACKET - AUXILIARY TRANSMISSION</li> <li>• BRACKET - CROSS MEMBER, AUXILIARY TRANSMISSION</li> <li>• SHIFT LEVER - PTO, AUXILIARY TRANSMISSION</li> </ul>	<ul style="list-style-type: none"> <li>• AUXILIARY TRANSMISSION ASSEMBLY COMPLETE</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
LIGHTING SYSTEM*	<ul style="list-style-type: none"> <li>• HOUSING ASSEMBLY – HEADLAMP</li> <li>• WIRING HARNESS – HEADLAMP</li> <li>• HOUSING ASSEMBLY - REAR LAMP (TAIL/STOP/TURN SIGNAL)</li> <li>• LAMP ASSEMBLY - TAIL, STOP, &amp; LICENSE COMBINATION, REAR</li> <li>• LED - REAR TAIL LIGHT / STOP LIGHT ASSEMBLY</li> <li>• HOUSING – TURN SIGNAL OPERATING SWITCH</li> <li>• LEVER - TURN SIGNAL OPERATING</li> <li>• HOUSING - FRONT TURN SIGNAL &amp; PARKING LAMP</li> <li>• HOUSING ASSEMBLY - TURN SIGNAL, REAR</li> <li>• HOUSING ASSEMBLY – SIDE TURN SIGNAL</li> <li>• WIRING HARNESSES (INCLUDING: POWER WINDOWS, POWER DOOR LOCKS, POWER SEATS, ABS SYSTEM, SPEED CONTROL, INFORMATION CENTER ASSEMBLY, et al)</li> </ul>	<ul style="list-style-type: none"> <li>• LIGHT BULBS, LAMPS, FUSES, FLUORECENT BALLAST AND TUBES, LENS, HALOGEN CAPSULE, TRAILER WIRING CONNECTORS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>

INCLUDED SYSTEMS	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
FUEL SYSTEM*	<ul style="list-style-type: none"> <li>• FUEL TANK, FILLER PIPE, VENT PIPE, GAUGE</li> <li>• PEDAL &amp; LINKAGE ASSEMBLY – ACCELERATOR</li> <li>• CONTROL MODULE – SPEED</li> <li>• WIRING HARNESS - CRUISE CONTROL SYSTEM</li> <li>• GPS MODULE - PREDICTIVE CRUISE CONTROL</li> <li>• FUEL HEATER</li> </ul>	<ul style="list-style-type: none"> <li>• FUEL TANK COOLER, FUEL TANK CAP, FILTERS, FILTER ELEMENTS, FILTER ASSEMBLIES, LABELS, SIGHT GLASS, FUEL PUMP ASSEMBLIES INCLUDING WIRING &amp; HARDWARE &amp; ELECTRONICS, FUEL INJECTION ASSEMBLIES INCLUDING WIRING &amp; HARDWARE &amp; ELECTRONICS, FUEL COMPONENTS PROVIDED BY ENGINE MANUFACTURER WITH THE ENGINE</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
VEHICLE COUPLING SYSTEM*	<ul style="list-style-type: none"> <li>• PLATE - LOWER COUPLER, FIFTH WHEEL</li> <li>• CYLINDER (AIR) - FIFTH WHEEL</li> <li>• SLIDE OR SADDLE PLATE - SLIDING LOWER COUPLER ASSEMBLY</li> <li>• LOCK ASSEMBLY - FIFTH WHEEL</li> <li>• STOP - SLIDING FIFTH WHEEL</li> <li>• FIFTH WHEEL ASSEMBLY - LOWER ELEVATING</li> <li>• LEVER - OPERATING LINKAGE</li> <li>• HOOK – PINTLE</li> <li>• RAMP – FIFTH WHEEL</li> </ul>	<ul style="list-style-type: none"> <li>• DRAW BAR</li> <li>• COMBINATION TAG AXLE/CONVERTER DOLLY</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• STEERING HITCH SYSTEM</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
AUXILIARY POWER UNIT (APU)*	<ul style="list-style-type: none"> <li>• AUXILIARY POWER UNIT (APU) ASSEMBLY – COMPLETE (for failures related to DTNA manufacturing or DTNA Pre-Delivery (PDI) center installations)*</li> <li>• PIPE – EXHAUST, APU</li> </ul>	<ul style="list-style-type: none"> <li>• BATTERY – APU, FILTERS, FILTER ELEMENTS</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• AUXILIARY POWER UNIT (APU) ASSEMBLY – COMPLETE WARRANTED BY SUPPLIER (THERMOKING, IMPCO/CARRIER)*</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>

INCLUDED SYSTEMS	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
CAB & SHEET METAL*	<ul style="list-style-type: none"> <li>• GRILLE – RADIATOR</li> <li>• FENDER ASSEMBLY - CAB, FRONT</li> <li>• FENDER - CAB, REAR</li> <li>• PANEL ASSEMBLY – HOOD</li> <li>• PANEL ASSEMBLY - COWL, CAB</li> <li>• PANEL - ROOF, CAB</li> <li>• PILLAR A, B, &amp; C</li> <li>• STORAGE COMPARTMENT – CAB, SIDE</li> <li>• DASH ASSEMBLY</li> <li>• MIRROR - MOTORIZED &amp; HEATED</li> <li>• WIRING HARNESS – MIRROR</li> <li>• ARMREST - CAB OR FRONT DOOR</li> <li>• SEAT BELT &amp; RETAINER ASSEMBLY</li> <li>• ROCKER PANEL</li> <li>• FLOOR PAN - CAB OR FRONT</li> <li>• CAB ASSEMBLY – COMPLETE</li> <li>• DOOR ASSEMBLY - CAB OR FRONT</li> <li>• FRAME - DOOR, FRONT OR ENTRANCE</li> <li>• WIRING HARNESS - POWER WINDOW</li> <li>• ACTUATOR - ELECTRIC DOOR LOCK</li> <li>• MOTOR &amp; TRANSMISSION - ELECTRIC WINDOW REGULATOR</li> <li>• AIR BAG – ASSEMBLY, DRIVER SIDE, FRONT</li> <li>• SEAT ASSEMBLY</li> <li>• MOTOR ASSEMBLY - WINDSHIELD WIPER</li> </ul>	<ul style="list-style-type: none"> <li>• MUD FLAPS, HANGER - MUD FLAP, HARDWARE, MOUNTING - MUD FLAP, CLIPS, SPRINGS, GLASS, WINDSHIELD GLASS, WINDSHIELD GLASS - CORNER, WINDOW SEAL - MEETING RUBBER, GLASS - QUARTER WINDOW, GLASS - SIDE SLIDING, GLASS - REAR DOOR, GLASS - CAB OR FRONT DOOR, GLASS - BACK WINDOW, GLASS - SIDE DOOR, WINDSHIELD RUBBER SEAL, WIRING HARNESS – HEATED WINDSHIELD, DECALS, FLOOR MATS, CARPET – FLOOR, MIRROR GLASS</li> <li>• SHOCKS</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>

INCLUDED SYSTEMS	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
INSTRUMENTS, GAUGES, WARNING*	<ul style="list-style-type: none"> <li>• OIL PRESSURE GAUGE &amp; LINE</li> <li>• AMMETER</li> <li>• WATER TEMP GAUGE &amp; SENDING UNIT</li> <li>• FUEL GAUGE ASSEMBLY &amp; SENDING UNIT</li> <li>• DOOR CHIME RELAY</li> <li>• SPEEDOMETER HEAD &amp; ODOMETER</li> <li>• WIRING HARNESS - SPEEDOMETER</li> <li>• MULTIPLEXER CAB</li> <li>• WIRING HARNESS – MULTIPLEXER</li> <li>• SOFTWARE - CPU, MULTIPLEXER UNIT</li> </ul>	<ul style="list-style-type: none"> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
AERODYNAMIC DEVICES*	<ul style="list-style-type: none"> <li>• DEFLECTOR - AIRFOIL, ROOF MOUNTED</li> <li>• MOUNTING BRACKET - ROOF AIR DEFLECTOR</li> <li>• FAIRING – ASSEMBLY, COMPLETE, ROOF MOUNTED</li> <li>• FAIRING – CHASSIS</li> <li>• FAIRING – CAB EXTENDER</li> <li>• AIR DEFLECTOR - CAB FRONT</li> </ul>	<ul style="list-style-type: none"> <li>• BUSHINGS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
STEERING*	<ul style="list-style-type: none"> <li>• STEERING WHEEL ASSEMBLY</li> <li>• STEERING COLUMN</li> <li>• WIRING - HARNESS, STEERING COLUMN</li> <li>• STEERING GEAR ASSEMBLY</li> <li>• ARM – PITMAN</li> <li>• TIE ROD – RIGHT &amp; LEFT</li> <li>• TIE ROD END ASSEMBLY</li> <li>• PRESSURE RELIEF VALVE - POWER STEERING PUMP</li> <li>• COOLER ASSEMBLY - OIL PUMP</li> <li>• PUMP ASSEMBLY - POWER CYLINDER</li> <li>• MOUNTING HARDWARE – POWER STEERING PUMP</li> <li>• STEERING SHAFT</li> </ul>	<ul style="list-style-type: none"> <li>• STEERING STABILITY SYSTEM</li> <li>• SHOCKS</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
TIRES, TUBES, LINERS & VALVES*	<ul style="list-style-type: none"> <li>• VALVE - RELIEF - TIRE PRESSURE INFLATION AND MONITORING SYSTEMS</li> <li>• PNEUMATIC CONTROL UNIT (PCU)</li> <li>• DISPLAY - TIRE PRESSURE MONITORING SYSTEM</li> <li>• CONTROLS, CENTRAL TIRE INFLATION SYSTEM</li> </ul>	<ul style="list-style-type: none"> <li>• TIRES</li> <li>• TUBES</li> <li>• HOSES</li> <li>• WHEEL OIL SEALS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>

INCLUDED SYSTEMS	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
WHEELS, RIMS, HUBS & BEARINGS*	<ul style="list-style-type: none"> <li>• HUB ASSEMBLY - PREADJUSTED, FRONT STEER WHEEL</li> <li>• HUB &amp; DRUM ASSEMBLY - FRONT STEER WHEEL</li> <li>• HUB &amp; ROTOR - ASSEMBLY, FRONT STEER WHEEL</li> <li>• HUB ASSEMBLY - PREADJUSTED, REAR DRIVE WHEEL</li> <li>• HUB &amp; ROTOR ASSEMBLY - REAR DRIVE AXLE</li> <li>• WHEEL ASSEMBLY - STEER AXLE</li> <li>• WHEEL ASSEMBLY - DRIVE AXLE</li> <li>• WHEEL ASSEMBLY - PUSHER AXLE</li> <li>• WHEEL ASSEMBLY - TAG AXLE</li> <li>• HUB &amp; CUP ASSEMBLY - TAG OR PUSHER WHEEL</li> </ul>	<ul style="list-style-type: none"> <li>• WHEEL COVERS</li> <li>• WHEEL OIL SEALS</li> <li>• BUSHINGS</li> <li>• HOSES</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
TRANSFER CASE*	<ul style="list-style-type: none"> <li>• SHIFT SHAFT - TRANSFER CASE</li> <li>• MOUNTING HARDWARE – TRANSFER CASE</li> <li>• WIRING HARNESS – TRANSFER CASE</li> <li>• SKID PLATE – TRANSFER CASE</li> <li>• TUBE – LUBE, OIL COOLER, TRANSFER CASE</li> <li>• SPEED SENSOR - TRANSFER CASE</li> </ul>	<ul style="list-style-type: none"> <li>• TRANSFER CASE ASSEMBLY</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
SUPPLEMENTAL INFORMATION DEVICES*	<ul style="list-style-type: none"> <li>• DETROIT ASSURANCE</li> <li>• CPU - COLLISION AVOIDANCE SYSTEM</li> <li>• CAMERA - COLLISION AVOIDANCE SYSTEM</li> <li>• DISPLAY UNIT - DRIVER, COLLISION AVOIDANCE SYSTEM</li> <li>• SOFTWARE - COLLISION AVOIDANCE SYSTEM</li> <li>• LANE DEPARTURE</li> </ul>	<ul style="list-style-type: none"> <li>• ASSET TRACKING ASSEMBLY – COMPLETE</li> <li>• SURVEILLANCE SYSTEM</li> <li>• SYSTEMS WARRANTED BY SUPPLIERS</li> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
MODULES/RELAYS – ELECTRICAL*	<ul style="list-style-type: none"> <li>• MODULE – BULKHEAD</li> <li>• MODULE - CHASSIS</li> </ul>	<ul style="list-style-type: none"> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>

INCLUDED SYSTEMS	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
EXHAUST SYSTEM*	<ul style="list-style-type: none"> <li>• MUFFLER</li> <li>• PIPE ASSEMBLY – EXHAUST</li> <li>• PIPE - STACK, EXHAUST</li> </ul>	<ul style="list-style-type: none"> <li>• TURBOCHARGER ASSEMBLY</li> <li>• BUSHINGS</li> <li>• EXHAUST BRAKE AND RELATED COMPONENTS</li> <li>• FILTER - DIESEL PARTICULATE, EXHAUST AFTER-TREATMENT DEVICES</li> <li>• EXCLUDES ENGINE COMPONENTS</li> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
DTNA CHASSIS DEF COMPONENTS*	<ul style="list-style-type: none"> <li>• BELLOWS - CONNECTOR, AFTERTREATMENT TO EGR</li> <li>• PIPE - INTERMEDIATE, AFTERTREATMENT TO EGR</li> <li>• DIESEL EXHAUST FLUID (DEF) TANK AND MOUNTING</li> <li>• DEF COOLANT SUPPLY VALVE AND COOLANT LINES</li> <li>• DEF SYSTEM AIR PRESSURE REGULATOR AND ASSOCIATED AIR LINES</li> <li>• ELECTRICALLY-HEATED DEF LINES</li> <li>• MOUNTING BRACKET AND PROTECTIVE COVER FOR AFTERTREATMENT CONTROL MODULE</li> <li>• DEF PUMP MOUNTING AND PROTECTIVE COVER</li> <li>• DEF SYSTEM CHASSIS INTERFACE HARNESS</li> </ul>	<ul style="list-style-type: none"> <li>• 1-BOX</li> <li>• ALL ATS COMPONENTS SUPPLIED BY ENGINE MANUFACTURER</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
GENERAL ACCESSORIES*	<ul style="list-style-type: none"> <li>• TACHOMETER ASSEMBLY – MECHANICAL</li> <li>• HARDWARE, MOUNTING - COMPLETE NAVIGATION SYSTEM ASSEMBLY, GPS</li> <li>• HEAD - NAVIGATION SYSTEM, GPS</li> <li>• MONITOR - CONTROL, DASH MOUNTED, GPS</li> <li>• WIRING - NAVIGATION SYSTEM, GPS</li> </ul>	<ul style="list-style-type: none"> <li>• AIR PUMP ASSEMBLY - ON BOARD</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>



INCLUDED SYSTEMS	INCLUDED ASSEMBLIES AND/OR PARTS	EXCLUDED ASSEMBLIES AND/OR PARTS
ELECTRICAL ACCESSORIES*	<ul style="list-style-type: none"> <li>• RADIO</li> <li>• SPEAKER ASSEMBLY – RADIO</li> <li>• WIRING HARNESS – RADIO</li> <li>• SPEAKER ASSEMBLY - RADIO</li> <li>• INVERTER, POWER - AC TO DC; DC TO AC</li> </ul>	<ul style="list-style-type: none"> <li>• TELEVISION – ASSEMBLY</li> <li>• REFRIGERATOR – ASSEMBLY</li> <li>• RADAR DETECTOR ASSEMBLY</li> <li>• ASSEMBLY - COMPLETE, CELL PHONE</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
HORNS & MOUNTINGS & REVERSE SIGNAL ALARMS*	<ul style="list-style-type: none"> <li>• HORN ASSEMBLY – AIR</li> <li>• HARDWARE, MOUNTING - HORN ASSEMBLY</li> <li>• WIRING, HORN - STEERING COLUMN</li> <li>• HORN ASSEMBLY – CITY</li> <li>• COMPRESSOR - AIR HORN</li> <li>• HORN – ELECTRIC</li> <li>• ALARM - REVERSE SIGNAL</li> <li>• HARDWARE, MOUNTING - REVERSE SIGNAL ALARM</li> </ul>	<ul style="list-style-type: none"> <li>• SIREN ASSEMBLY</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>
POWER TAKE-OFF*	<ul style="list-style-type: none"> <li>• PTO ASSEMBLY – COMPLETE</li> <li>• WIRING HARNESS - CONTROL, PTO</li> <li>• LEVER - CONTROL, PTO</li> </ul>	<ul style="list-style-type: none"> <li>• BELT - HYDRAULIC PUMP DRIVE, PTO</li> <li>• BELT - AUXILIARY DRIVE, PTO</li> <li>• FILTER - BREATHER, PTO</li> <li>• HOSES</li> <li>• BUSHINGS</li> <li>• DETROIT PARTS</li> <li>• COMPONENTS, PARTS, OR CONDITIONS EXCLUDED BY SECTION 1 AND SECTION 6 OF WARRANTY MANUAL</li> </ul>

\*DTNA DOES NOT COVER COMPONENTS SUPPLIED BY THIRD PARTY AND COVERED BY MANUFACTURER'S WARRANTY SUCH AS EATON OR ALLISON. DETROIT COMPONENTS ARE NOT COVERED UNDER EXTENDED TRUCK COVERAGE. DTNA DOES NOT COVER PARTS THAT ARE SUBJECT TO CONSUMPTION DURING THEIR NORMAL SERVICE LIFE AND ARE ROUTINELY REPLACED DURING NORMAL SERVICES. SEE SECTION 6 OF WARRANTY MANUAL FOR SUPPLIER WARRANTY GUIDELINES. SEE SECTION 1 OF WARRANTY MANUAL FOR LIMITATION OF LIABILITY, AND FOR COMPONENT, PART, AND CONDITION EXCLUSIONS.

\*\*THIS LIST IS INTENDED AS AN OVERVIEW ONLY AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL CLAIMS SUBJECT TO CLAIM CODE RESTRICTIONS. IF YOU NEED CLARIFICATION, PLEASE CONTACT YOUR REGIONAL ASP SALES MANAGER OR [ASPHELP@DAIMLERTRUCK.COM](mailto:ASPHELP@DAIMLERTRUCK.COM)

Chris White

# Transmission Warranty

**From:** Michael Bean <mbean@flmaine.com>  
**Sent:** Thursday, August 22, 2024 4:46 PM  
**To:** Chris White  
**Subject:** Re: 47X Extended Warranty Quote  
**Attachments:** 20240125\_VOC\_Truck\_Coverage\_4\_includes\_excludes.pdf; 20240522\_EW4\_DD13, DD15, DD16\_includes\_excludes.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,

Sorry I was off yesterday and today. Here is the inclusions for both EW4 coverage (engine and aftertreatment coverage) and TC4 (Truck Chassis coverage). Allison warranty covers the entire transmission. The cost for ~~5 years unlimited miles is \$990.00~~ and 7 year unlimited miles is \$1677.00.

I hope this helps.

Mike

On 8/21/2024 10:38 AM, Chris White wrote:

> Mike,

>

> Let me know what the cost and details are for the transmission warranty also. I may forgo the chassis warranty and just include the engine and transmission warranty. I'm trying to wrap up commentary by the end of the day tomorrow so any info you get me will be helpful.

>

> Thank You

>

>

>

> Christopher White

> Old Orchard Beach Wastewater/Public Works Superintendent

> 103 Smithwheel Road

> (207) 934-2250

>

>

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> -----Original Message-----

> From: Michael Bean <mbean@flmaine.com>

> Sent: Tuesday, August 13, 2024 9:20 AM

> To: Chris White <cwhite@oobmaine.com>

> Subject: 47X Extended Warranty Quote

>

> \*\*\*EXTERNAL\*\*\*

August 28, 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:** One (1) Vacuum Truck, (more particularly described in vendor invoice provided by the Lessee prior to closing or disbursement for Lease Escrow).
- Cost of Equipment:** \$639,356.38
- Lease Term:** 10 years
- Interest Rate:** 5.39% (Tax Exempt)
- Number of Payments:** 10 annual installments of principal and interest.
- Payment Amount:** \$79,934.57\* (\*Final payment may vary slightly)
- First Payment Due:** The first payment of principal and interest (if any) shall be payable at lease closing. The lease closing is scheduled for September 11, 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 60 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 September 12, 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.

\_\_\_\_\_ Date: \_\_\_\_\_  
Name & Title

**Lease Amortization Schedule for Town of OOB**  
**10 Year Lease**

Annual Rate 5.39% **Vacuum Truck**

	Start Date	Amount	Number	Period	End Date
Lease	9/11/2024	\$638,356.38	1		
Payment	9/11/2024	\$79,934.57	10	Annual	9/11/2033

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
9/11/2024	\$79,934.57		\$ 79,934.57	\$ 558,421.81
9/11/2025	\$ 79,934.57	\$ 30,098.94	\$ 49,835.64	\$ 508,586.17
9/11/2026	\$ 79,934.57	\$ 27,412.79	\$ 52,521.78	\$ 456,064.39
9/11/2027	\$ 79,934.57	\$ 24,581.87	\$ 55,352.70	\$ 400,711.69
9/11/2028	\$ 79,934.57	\$ 21,598.36	\$ 58,336.21	\$ 342,375.48
9/11/2029	\$ 79,934.57	\$ 18,454.04	\$ 61,480.53	\$ 280,894.94
9/11/2030	\$ 79,934.57	\$ 15,140.24	\$ 64,794.34	\$ 216,100.61
9/11/2031	\$ 79,934.57	\$ 11,647.82	\$ 68,286.75	\$ 147,813.86
9/11/2032	\$ 79,934.57	\$ 7,967.17	\$ 71,967.41	\$ 75,846.45
9/11/2033	\$ 79,934.57	\$ 4,088.12	\$ 75,846.45	\$ (0.00)
<u>Totals</u>	<u>\$799,345.73</u>	<u>\$160,989.35</u>	<u>\$ 638,356.38</u>	

**AGENDA ITEM #8246**

**Discussion with Action:** Approve the Council Order 2024-5 entitled “Order to authorize the Lease Purchase of One (1) 2025 SECA Model ECO-900 Combination Vacuum Sewer Truck in the Principal Amount of \$639,356.38.”

Chair: Shawn O’Neill

September 3, 2024: **Order # 2024-5**

Agenda: To see what action the Council will take regarding Order # 2024-5, entitled, “Order to Authorize Lease Purchase of One (1) Vacuum Truck in the Principal Amount of **\$639,356.38.**”

Motion: I move that the Council approve Order # 2024-5, entitled, “Order to Authorize Lease Purchase of One (1) Vacuum Truck in the Principal Amount of **\$639,356.38,**” and that an attested copy of this Order be filed with the minutes of this meeting.

**ORDER TO AUTHORIZE LEASE PURCHASE OF ONE (1) VACUUM TRUCK IN THE PRINCIPAL AMOUNT OF \$639,356.38**

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

That the purchase of **One (1) Vacuum Truck with related accessories and equipment** (the “Equipment”) with a purchase price of **\$639,356.38** 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 **\$639,356.38** to be paid in **ten (10)** annual installments with interest at a rate of **5.39%** 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 **\$639,356.38**, 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



**AGENDA ITEM #8247**

**Discussion with Action:** Approve the quote from Setronics Security Integrators in the amount of \$8,864.00 for the purchase and installation of a wireless CCTV license plate camera at the Recreation Department Skate Park, from account # 51002-50837 CIP Skate Park with a balance of \$18,397.00.

Chair: Shawn O'Neill



## Old Orchard Beach Skate Park License Plate Camera

Prepared for:

**Old Orchard Beach Police Department**

David Hemingway  
dhemingway@oobmaine.com

Prepared by:

**setronics**  
security integrators

Andy Wilder  
awilder@setronics.com

Friday, August 02, 2024

Old Orchard Beach Police Department  
David Hemingway  
16 E. Emerson Cummings Blvd.  
Old Orchard Beach, ME 04064  
dhemingway@oobmaine.com

Dear David,

Thank you for the opportunity to present the following Proposal # 24-004034.

The following detail outlines the scope of work for the sale and installation of License Plate IP Camera

**Scope of Work:**

- Provide and install (1) Axis IP License Plate Camera with Software
- Provide and install (1) Wireless Kit to Stream the Video to Police Station Exacq NVR
- Provide and install (1) Exacq IP camera license
- Provide and install (1) NEMA enclosure to protect the Wireless POE switch
- Provide and install Cat 6 for the antenna
- Program in the IP License plate camera

**Customer Responsibilities:**

- Provide username and passwords for existing devices
- Provide 120V Power at the Pole
- Line of site for the antenna for the video signal to connect

Sincerely,



Andy Wilder  
Senior Sales Executive  
Setronics Corp.

## COVID-19 & Other Hazardous Conditions

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### ■ COVID-19 & Other Hazardous Conditions

In response to the COVID-19 pandemic, Setronics has implemented certain protocols to better protect the safety of our employees, customers, and others with whom we come in contact while performing installations and service at customer locations. Following guidelines issued as by the US CDC and other state regulatory authorities, all Setronics employees will arrive at customer locations wearing masks and gloves (as required).

In addition, all equipment and tooling will be sanitized for use. All Setronics employees have been directed to maintain social distancing and to monitor their personal health. Setronics employees will excuse themselves from work should they be exposed to COVID-19, develop a temperature, or experience any flu-like symptoms. Setronics is prepared to review and implement additional safety processes in response to specific customer requirements.

For the safety of all, Setronics encourages and expects all customers to require their staff and others visiting their locations to adapt these safety procedures as outlined above.

Please see Section 1.B.2. of our Terms and Conditions for information on identification of any other potentially hazardous job site conditions.

## Payment Terms

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### ■ No Deposit - NET 30 Days

This proposal is valid for thirty (30) days.

Labor charges assume regular weekday labor rates. Applicable shipping charges are not included. Customer has advised Setronics, in writing, of any special circumstances associated with completing the proposed work (e.g. hazardous materials, presence of asbestos, etc.), if applicable.

Any changes to project scope or unplanned project delays may result in additional charges for which you will be notified in advance.

Setronics shall invoice 100% of this proposal upon project completion. Terms for the final project invoice are Net 30 days.

Customer is responsible for all applicable state sales tax.

The terms and conditions of this proposal are as outlined on Exhibit A.

Signed approval of this proposal and applicable purchase order is required by Setronics to purchase materials and schedule installation resources.

Project Price

Qty	Description
1	AXIS License Plate Camera with software
1	18"X16"x08" Weatherproof IP24 Enclosure with Heater and Fans
1	ARTICULATING WALL MOUNT
1	4 Port PoE Hardened Network Switch
1	IP Professional Camera License
1	Wireless Point to Point Kit - Mini
<b>1</b>	<b>Cable, Materials and Labor</b>

Subtotal: **\$8,864.00**



## Old Orchard Beach Skate Park License Plate Camera

**Prepared by:**

**Setronics Corp.**

Andy Wilder  
Main Office: 978-835-9571  
Mobile:  
Fax 978-6715448  
awilder@setronics.com

**Prepared for:**

**Old Orchard Beach Police Department**

16 E. Emerson Cummings Blvd.  
Old Orchard Beach, ME 04064  
David Hemingway  
(207) 937-5803  
dhemingway@oobmaine.com

**Quote Information:**

**Quote #: 24-004034**

Version: 4  
Delivery Date: 08/02/2024  
Expiration Date: 09/06/2024

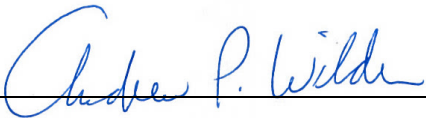
### Quote Summary

Description	Amount
Project Price	\$8,864.00
<b>Total:</b>	<b>\$8,864.00</b>

The information contained herein may be privileged and confidential and protected from disclosure by any parties other than the recipients of this document. If the reader of this document is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication to any vendor, supplier or any other party is strictly prohibited.

### Setronics Corp.

### Old Orchard Beach Police Department

Signature: 

Name: Andy Wilder

Title: Senior Sales Executive

Date: 08/02/2024

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

## Terms and Conditions

### I. SERVICES

- A. Setronics Corp shall provide the following services under the Proposal.
1. Supply all materials required for performance of the proposal, purchase order, or other form of the parties' agreement(s) in compliance with all terms therein;
  2. Install products in accordance with the proposal, purchase order, or other form of agreement(s) in accordance with the scope of same, in a good and workmanlike fashion, using Setronics personnel or persons who may be arranged by Setronics on an as-needed basis;
  3. Test any systems installed and ensure that all operate in accordance with industry standards for the purposes agreed upon by the parties;
  4. Maintain a reasonably clean and safe working environment at all times, removing all debris from the job site upon completion of the work and keeping all areas reasonably neat/clean during the performance of the work.
- B. Customer shall provide the following services under the Proposal.
1. Cooperate fully with all planning and performance of the work, ensuring that Setronics and its personnel have appropriate access to all areas where work is to be performed during times and on schedules as may be reasonably agreed by Setronics for performance of work;
  2. Prior to the start of any work, inform Setronics of any and all known hazards or potential hazards in the work area that may be relevant to Setronics' performance under the Proposal, along with any other conditions that might materially affect Setronics in the performance of agreed work, wherever located and of any nature whatsoever, including but not limited to conditions of construction and orders of any local or other governmental authority.

### II. PAYMENTS

Timing of invoices and related terms are as outlined in the proposal cover letter. Any invoice that is not timely paid shall be subject to interest at the rate 12% per annum, compounded monthly. Setronics reserves the right to cease all work in the event any invoice is not timely paid. If invoices for work performed or products purchased are not paid on time and in full, Setronics may institute legal proceedings to collect same, in which case Customer shall pay, in addition to prior assessments, interest at the statutory rate along with all costs and legal fees Setronics may incur to collect any amount owed.

### III. INDEMNIFICATION

The Customer shall indemnify, defend and hold Setronics harmless from any claim, suit, cause of action or legal action that arises from Customer's negligent conduct; from any hazardous condition that may exist at property where services are performed by Setronics; from the failure to inform Setronics about material or hazardous conditions that it will or may encounter during performance of work; and from any breach of any condition agreed upon by the parties. This indemnification shall include but not be limited to all financial losses suffered by Setronics along with any and all costs or legal fees it may incur in connection with any matter covered by this indemnification.

### IV. TERM AND TERMINATION

Work shall commence on the date and under terms agreed by the Parties as same may be specified in the proposal, purchase order, or other agreement(s), written or oral, between the parties. Work shall continue for so long as all conditions of same and of these terms/conditions are complied with.

### V. VENUE AND ENFORCEMENT

Any agreement between the parties shall be subject to and enforceable under the laws of the Commonwealth of Massachusetts. All disputes under any agreement or these terms/conditions shall be settled by binding arbitration in accordance with the rules and procedures of JAMS in Boston, Massachusetts. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached by him or her and shall deliver same to each party to this Agreement along with a signed copy of the award. Costs of arbitration shall be shared equally by the parties and shall be subject to reasonable reapportionment by the arbitrator who, in the event he/she finds that Customer breached any substantive term of its agreement(s) with Setronics or the term/s conditions herein, shall require that Customer reimburse Setronics for all arbitration fees along with all costs and legal fees it may incur during the arbitration process. Nothing in this paragraph shall preclude Setronics from applying to a court of competent jurisdiction for injunctive relief in the event Setronics deems such relief necessary or appropriate.

### VI. ADDITIONAL TERMS

- 6.1 Failure by Setronics at any time or from time to time to enforce any of the provisions of the parties agreement(s) or these terms/conditions shall not be construed to be a waiver of such provision or of its right to thereafter enforce same.
- 6.2 Setronics shall at all times retain complete discretion and control over its business operations; workforce; and decisions as to implementation of the terms of the parties' agreement(s) and these terms/conditions.
- 6.3 These terms and conditions shall form an integral part of the parties' agreement(s) and they along with such agreement(s) represent the entire agreement between the parties. No term, condition or agreement shall be amended, altered or changed except by written agreement signed by both parties.
- 6.4 In the event any condition encountered during the work requires an expansion of the scope of work agreed to by the parties, or if Customer opts during the work to expand the scope, any such additional work required or desired shall be agreed upon by written change order that specifies the agreed additional work, time for performance, and price to be paid by Customer. Setronics shall not be obligated to perform any work or provide any service that is not included in the proposal, purchase order or other agreement(s) except by written change order. If any such condition makes continued performance by Setronics impracticable, or if same occurs due to a force majeure, Setronics may terminate this agreement by delivering written notice. Any amounts then owed to Setronics shall be paid upon delivery of the final invoice by Setronics.
- 6.5 Any and all notices and other communications permitted or required to be given hereunder shall be validly given or made in writing if (a) personally delivered, (b) delivered and confirmed by telecopies or like instantaneous transmission service, (c) delivered by reputable overnight courier delivery service or (d) deposited in the United States mail, first class, postage prepaid, addressed to the Customer at the address set forth in the proposal, purchase order, or other form of agreement between the parties.
- 6.6 Customer represents that it has read these terms/condition and fully understands all terms. It recognizes and agrees that all terms herein shall form an integral part of any and all agreement(s) between the parties, regardless of form. Customer materially represents that it will comply in good faith with all terms and conditions stated herein.



## Statement from Brian LaCroix, President - Setronics Corp.

### To Our Customers:

In response to the critical importance of providing security services during the COVID -19 pandemic, Setronics is classified as an essential business and has remained open during the entire period of government-enforced business closures. Setronics is committed to remaining open and supporting our customers with uninterrupted access to system sale, installation and service. Setronics has advised all employees of CDC recommended personal health and hygiene protocols and adopted CDC and other regulatory authority recommended practices to best ensure the health and safety of our employees, customers and their clients.

### These practices, among others, include:

- Frequent sanitizing of all equipment and work tools
- Maintaining social distancing while performing all work
- Wearing mask & gloves at all customer locations

As guidance from the CDC and other regulatory authorities regarding best practices continues to evolve, Setronics will monitor and adopt such practices to ensure our employees perform our work safely.



Sincerely,

Brian LaCroix  
President of Setronics Corp.

## **AGENDA ITEM #8248**

**Discussion with Action:** Approve the quote from TPC Turf Products in the amount of \$39,829.12 for the purchase of a Toro Sand Pro 3040, for the Recreation Department, from account #51002-50922 CIP Recreation Equipment with a balance of \$39,064.06.

Chair: Shawn O'Neill



# turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082  
Main Office: (800) 243-4355 • FAX: (860) 763-5550

# QUOTE

Prepared For: Jason Webber  
**Town of Old Orchard Beach**  
, Maine United States

Ship To: 3040  
Quote Number: Q153979  
Quoted Date: **08/22/2024**  
Prepared By: Scott Lagana  
slagana@turfproductscorp.com

Qty	Model #	Description	MSRP	% Disc	Award	Extended
1	<b>08743</b>	<b>Sand Pro 3040</b>	\$26,261.00	22 %	\$20,483.58	\$20,483.58
1	08714	Manual Blade (40 Inch)	\$2,293.00	22 %	\$1,788.54	\$1,788.54
1	08732	Weeder Tine Toolbar	\$1,420.00	22 %	\$1,107.60	\$1,107.60
1	08766	Sport Field Edger	\$5,578.00	22 %	\$4,350.84	\$4,350.84
1	08838	Midmount Toolbar System	\$2,018.00	22 %	\$1,574.04	\$1,574.04
1	08761	QAS Nail Drag	\$2,034.00	22 %	\$1,586.52	\$1,586.52
1	08763	AutoMat Drag Mat	\$1,462.00	22 %	\$1,140.36	\$1,140.36
1	08781	Rear Remote Hydraulic Kit	\$3,138.00	22 %	\$2,447.64	\$2,447.64
1	L01_Allied	LB-400-1 Rahn Base frame	\$3,280.00	100 %	\$3,280.00	\$3,280.00
1	L01_Allied	LB-400-5 Collar plate	\$200.00	100 %	\$200.00	\$200.00
1	L01_Allied	LB-400-6 Poly Brush	\$670.00	100 %	\$670.00	\$670.00

Sourcewell 031121-TTC

Estimated lead time is 12 months

Toro Total:	<b>\$34,479.12</b>
Non – Toro Total:	\$4,150.00
Set Up:	\$600.00
Freight:	\$600.00
Trade Ins:	<b>(\$0.00)</b>
State Sales Tax:	\$0.00
<b>Total Price:</b>	<b>\$39,829.12</b>

**AGENDA ITEM #8249**

**Discussion with Action:** Renew the liquor license for Whaler, Inc., William Marshall, Whaler Restaurant, (206-31-17), 20 Staples Street, m-s-v in a lounge.

Chair: Shawn O'Neill

**AGENDA ITEM #8250**

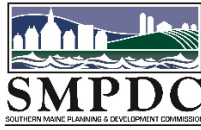
**Discussion with Action:** Renew the liquor license for GFB Scottish Pub, LLC, Kelly and Robert Greenlaw, (205-3-1), 32 Old Orchard Street, m-s-v in a restaurant and lounge.

Chair: Shawn O'Neill

## **AGENDA ITEM #8251**

**Discussion with Action:** Approve the Memorandum of Understanding between the Town of Old Orchard Beach and Southern Maine Planning and Development Commission for Comprehensive Plan Services in the amount of \$40,000 from account #20110-50310 Planning Board Service Contracts with a balance of \$50,000.

Chair: Shawn O'Neill



**Memorandum Of Understanding**  
**BETWEEN**  
**THE TOWN OF Old Orchard Beach**  
**AND**  
**SOUTHERN MAINE PLANNING AND DEVELOPMENT COMMISSION**

This Agreement, dated this XX September 2024 by and between the Town of Old Orchard Beach, acting through its Town Planner, Town Hall, Old Orchard Beach, ME (hereinafter referred to as the "Town"), acting by and through its Town Planner and the Southern Maine Planning and Development Commission through its Executive Director, Stephanie Carver, is for the exchange of \$40,000 from the Town to SMPDC for SMPDC to conduct the Comprehensive Planning tasks as indicated below:

**1. Scope of the Project:**

The Commission will perform planning services for the Town in accordance with the proposed scope of services below. A detailed project timeline with anticipated sub-tasks is attached to this document.

**2. Project Period:**

This agreement shall become effective on October 1, 2024 and shall continue until September 30, 2025.

**3. Ownership of Material:**

All materials, maps, reports, documents, and other work products prepared under this Agreement shall be owned by the Town, provided, however, that the Commission may retain file copies of any or all of the above for its own use.

**4. Compensation:**

Part A - The Commission shall be compensated by the Town for its costs in providing services at the rate of \$100.00 per hour. Town related travel costs will be charged at 80% of the current IRS Standard Mileage Rate and are included in the contract amount. SMPDC shall provide Ordinance work as requested in order to develop a new Land Use ordinance and coinciding zoning map. Activities under the contract shall be billed on a "not-to-exceed" basis over the course of the year and shall not exceed \$40,000 for this contract period. If the town requests additional services or staff time beyond the allocated amount, the town will be billed at a rate of \$100.00 per hour plus reimbursable expenses including travel and meals.

**5. Scope of Services:**

SMPDC organizes and analyzes the data for each of the required inventory chapters in a state-consistent comprehensive plan. This will include the following chapters:

- Historic & Archaeological Resources
- Natural Resources
- Agriculture & Forestry
- Marine Resources
- Population & Demographics
- Economy
- Housing
- Recreation
- Transportation
- Public Facilities
- Fiscal Capacity & Capital Improvement Program
- Existing Land Use
- Climate Change/Sea Level Rise

SMPDC will also provide the following:

- Maps, tables, and graphs showing trends and key information
- One round of edits for each chapter, including maps, tables and graphs
- Answers to questions via phone calls, video meetings, and emails
- Editable files for Town use and updates
- Attendance at 3 Comprehensive Plan Committee meetings, if desired
- Attendance at 1 Planning Board meeting, if desired
- Attendance at 1 Town Council meeting, if desired

**6. Method of Payment:**

The Commission shall submit monthly invoices to the Town which itemize the time charged to the contract and any direct costs incurred.

**7. Project Officer:**

The project officer for the Commission shall be the Land Use Division Director. No other member of the Commission or staff may make representations or binding commitments for the Commission unless authorized by the Director

**8. Termination:**

This Agreement may be terminated for cause or for mutual convenience if the parties so agree. Such termination shall take place thirty (30) days after written notice of the termination agreement. In the event of termination, the Commission shall assemble all information prepared under this Agreement to date and shall forward it to the Town. The Commission shall be entitled to recover its costs for work completed.

**9. Non-Assignment:**

No portion of this Agreement may be assigned or sub-contracted to another party without prior approval of both parties.

**10. Amendment:**

This Agreement, including the scope of work, may be amended or modified by a written amendment signed by the Town and the Commission.

**11. Entire Agreement:**

This Agreement, along with attachments, constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.



IN WITNESS THEREOF the parties have hereunto set their hands on the day and year first written above.

**TOWN OF OLD ORCHARD BEACH, ME**

\_\_\_\_\_  
Jeffrey Hinderliter, Town Planner

**SOUTHERN MAINE PLANNING AND DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Stephanie Carver, Executive Director

Dated \_\_\_\_\_

**AGENDA ITEM #8252**

Discussion with Action: Approve the quote from Vortex Services in the amount of \$137,025.00 for outfall cleaning from account #50002-50831 CIP Stormwater Maintenance and Improvements with a balance of \$1,261,907.64.

Chair: Shawn O'Neill

Council Information

Department: Public Works

Meeting date: September 3, 2024

Subject: Stormwater outfall cleaning

Commentary: The town has four (4) stormwater outfalls that are located off Mullen Avenue, Brown Street, Atlantic Avenue and Fourth Street. These were the last cleaned in 2021 according to an invoice for \$134,750. Any repairs needed would be an additional cost. I cannot locate the 2021 report and only have one report from 2006 which I included in the packet.

Information included: Quote from Vortex Services for \$137,025.

Recommendation: Approve quote from Vortex Services for \$137,025.

**Discussion with action:**

**Account #**

**Balance \$**

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent



Old Orchard Public Works

January 18, 2024

103 Smithwheel Road  
Old Orchard Beach, ME 04064  
Attn: Chris White

RE: ME – Old Orchard Beach - Stormwater Outfall Cleaning 2428020

Chris,

Thank you for giving us the opportunity to provide you with this proposal.

**Project Intent:** The intent of this cost proposal is to offer an estimate of probable cost to perform cleaning of the 4 stormwater outfalls located in Old Orchard ME., addressed in order of priority set by the owner.

**Scope of Work:** Clean and inspect the following 4 stormwater outfalls located in Old Orchard ME.

- **Atlantic Street Outfall:** 16" Cast iron Approximately 600' from the dune grass manhole to broken end in the Atlantic Ocean
- **Brown Street Outfall:** 8" Cast Iron approximately 1,500' from the upstream manhole to the end of pipe
- **Mullen Ave Outfall:** 16" Cast Iron approximately 2,250'
- **Fourth Ave:** 42" HDPE approximately 1,500'

**History of system: from 2007 field notes**

**Atlantic Street:** Atlantic Avenue currently is GPS located on both ends, marked at the outflow with a temporary marker, while water flows through the pipe the end is currently under about 2' of sand. Ted berry crews performed an internal CCTV inspection from the manhole located in the dune grass downstream. Pipe condition was very good with very little corrosion and very tight joints. Pipe was under water at approx. 300' from manhole as the tide was coming in.

**Environmental Concerns:** Storm Water Drainage to outfall-what permission/permit is needed. Debris disposal and removal from the drain pipe and storm water system.

**Safety Concerns:** All the standard confined space concerns plus engulfment failure of the 16" pipe tidal flows as well as diving concerns in the Atlantic Ocean Multiple Work Zones, Traffic Control and Access Points and Areas of Operation.

**Brown Street:** Downstream 175' from the valve containment structure a hole was excavated, and pipe broken (10/30/2006) to insert the HDD cleaning rod. ETTI drilling crew began drilling. drilling continued until a total cleaned distance reached 1600'+-. The material flushed from the pipeline was very black in color and contained a heavy amount of trash. Upon determining the color and odor of the material being flushed from the pipe a decision was made at approx. to pump the liquid to a Vactor truck and decant into the town sanitary sewer system for treatment. Upon reaching the final distance tracing dye was injected via the drill rod and an aerial view (JT via airplane) did not confirm





dye at the outlet end. It is believed that the pipe is clean to this point; however, the end remains buried under sand. At completion of project, a riser was installed on the outlet end.

**Environmental Concerns:** Storm Water Drainage to outfall-what permission/permit is needed. Debris disposal and removal from the drain pipe and storm water system.

**Safety Concerns:** All the standard confined space concerns plus engulfment. Failure of the 8" Cast iron pipe Multiple Work Zones, Traffic Control and Access Points and Areas of Operation.

**Mullen Ave:** Downstream 75'+- from the manhole structure a hole was excavated and pipe broken to insert the HDD cleaning rod. ETTI drilling crew began drilling and drilling continued until a total cleaned distance reached 2000'+-. The material flushed from the pipeline was very black in color and contained a heavy amount of trash. The liquid was pumped into a Vactor truck and decanted into the town's sanitary sewer system for treatment. Upon reaching the final distance tracing dye was injected via the drill rod and a beach view did not confirm dye at the outlet end. It is believed that the pipe is clean to this point; A Vactor truck using 1" hose at 2500psi - 85gpm cleaned from the open-ended pipe 1200-1300'. The nozzle was run through the pipeline (8) times to the distance noted above. This is a VERY good indication that the pipe is clean to this point and beyond. On 11/08/2006 a high pressure plug was installed at the street manhole at completion of the repair and pipeline was pressurized. Once pressure reached 40-45psi the repair bands began to leak (which would be expected with repair bands that are used as couplings). Pipeline was brought to a total pressure of 55psi at which it was believed that the end of pipe was still buried in sand.

**Environmental Concerns:** Storm Water Drainage to ground or outfall-what permission/permit is needed. Debris disposal and removal from the drain sump.

**Safety Concerns:** All the standard confined space concerns plus engulfment failure of the 16" pipe tidal flows as well as diving concerns in the Atlantic Ocean Multiple Work Zones, Traffic Control and Access Points and Areas of Operation.

**Fourth Avenue:** Fourth Avenue currently is GPS located on both ends, marked at the outflow with a temporary marker, apparently open and clear of debris, with an excellent rockwork to protect it from damage. The size of the rockworks allowed the outlet to be found using the boats depth finder. 01/10/2007 CDI crew did an inspection of the outlet end from the boat and it looks very good with flow coming out.

**Environmental Concerns:** Storm Water Drainage to outfall-what permission/permit is needed. Debris disposal and removal from the drain pipe and storm water system.

**Safety Concerns:** All the standard confined space concerns plus engulfment failure of the 16" pipe tidal flows as well as diving concerns in the Atlantic Ocean Multiple Work Zones, Traffic Control and Access Points and Areas of Operation.

### **Project Responsibilities**

Town of Old Orchard Public Works: To help achieve a smooth and successful project, you will be considered the owner of the project and it will be your responsibility to perform the following:

1. Provide a designated contract coordinator



2. Provide access to all areas to complete the project
3. Provide all items not explicitly called out in Vortex Services, LLC responsibilities
4. Provide Traffic Control flaggers or police details or payment for per MUTCD guidelines (if needed)
5. Provide water source for flushing
6. Provide disposal site
7. Provide all access to all upstream and downstream manholes of the mainline pipeline segments
8. Get necessary permits to discharge water system to ground water or to storm water collection system, this proposal is based on the discharge of water from a drain in a drain structure to either a storm drain or to ground or wastewater system.
9. Provide large truck access (42K GVW) to points near the manholes associated with the outfalls

#### Vortex Services, LLC

1. Provide a designated project manager
2. Provide a written work plan prior to start of work.
3. Provide all labor, materials, and equipment to complete the project.
4. Provide a cleaning team prepared for remote access cleaning including access from the Atlantic Ocean,
5. Provide a CCTV Inspection team with all labor, materials, and equipment to complete the project. Operator will be NASSCO PACP and MACP Certified.
6. Coordinate and direct dive team to perform underwater work
7. Perform all inspections using requested reporting software and produce reports as required in an acceptable format.

#### Vortex Services, LLC Employees

1. Project Manager
2. 2 Foreman
  - a. 1-Cleaning Foreman/Vactor Operator
  - b. 1-CCTV Foreman/CCTV Operator
3. 3-Confined Space, Cleaning, Pumping, CCTV Technicians

#### Vortex Services, LLC Equipment

1. 2-Service Vehicles
2. 1-Municipal 12 yd Vacuum truck with 80 GPM at 2,000 psi with 8500 SCFM Blower/Vacuum
3. 1-mainline CCTV Truck
4. 1-Pump, plugging, piping, confined space trailer
5. 1-Track unit (Easement Machine) for remote cleaning
6. Confined Space Systems

#### Project Deliverable

1. Reports in the quantity and configuration required.





### **Differing Conditions**

1. **Broken pipe or appurtenance-** Will require Owner to repair, if pipe section is subsurface than excavation may be required to make repairs; compensation shall be paid by the Owner at no additional expense to Vortex.
2. **Obstructed pipe-** Will require Owner to initiate change in conditions order and may require excavation to provide a relief of obstruction, all attempts will be made to clean through however; compensation shall be paid by the Owner at no additional expense to Vortex.
3. **Pipe repairs made of unknown materials-** All attempts will be made to clean through repairs, if stoppage of cleaning is caused by repairs the Owner may need to excavate and repairs will be manually removed, and cleaning will continue and shall be paid by the Owner at no additional expense to Vortex.
4. **Unknown changes in pipe direction-** All attempts will be made to clean through repairs, if stoppage of cleaning is caused by repairs the Owner may need to excavate and repairs will be manually removed, and cleaning will continue and shall be paid by the Owner at no additional expense to Vortex.
5. **Unknown changes in inside diameter (I.D.)-** All attempts will be made to clean through repairs, if stoppage of cleaning is caused by repairs the Owner may need to excavate and repairs will be manually removed, and cleaning will continue and shall be paid by the Owner at no additional expense to Vortex.
6. **Flows at the pumping station higher than anticipated by the owner -** If flows in the interceptor are higher than anticipated a modification to the pumping or work plan may be required and shall be paid by the Owner at no additional expense to Vortex.

**Delays** caused by circumstances outside of the control of Vortex Services LLC shall be compensated fully by a standby rate that is defined in the contract terms and conditions. Items outside of the control of Vortex Services include but are not limited to.

- 1) Delays caused by "others"
- 2) Delays caused by wet or cold weather events below 20°F
- 3) Differing site conditions
- 4) Scope variance or inaccurate "as build" system drawings



**Billable Units**

Item #	Item Description: (Clean & CCTV inspection)	Unit Price (Per Day)	Estimated Quantity	Total Estimate of Probable cost
1	Atlantic Avenue Outfall	\$7,875.00	3	\$23,625.00
2	Brown Street Outfall	\$7,875.00	2	\$15,750.00
3	Mullen Avenue Outfall	\$7,875.00	3	\$23,625.00
4	Fourth Avenue Outfall	\$7,875.00	1	\$7,875.00

Item #	Item Description: (Dive Team, Boat & incidental)	Unit Price (Per Day)	Estimated Quantity	Total Estimate of Probable cost
1	Atlantic Avenue Outfall	\$7,350.00	3	\$22,050.00
2	Brown Street Outfall	\$7,350.00	2	\$14,700.00
3	Mullen Avenue Outfall	\$7,350.00	3	\$22,050.00
4	Fourth Avenue Outfall	\$7,350.00	1	\$7,350.00
5	Disposal, Water, Flaggers, Police	Cost + 10%	TBD	TBD
6	Additional days as needed with Dive team	\$15,225.00	TBD	TBD
7	Additional days as needed without dive team	\$7,875.00	TBD	TBD

\$137,025

**Terms and Conditions**

All quotes are good for 30 days from date of inquiry.  
 Payment is due Net 30 from the date the project is completed.

**General Conditions:** Owner recognizes and acknowledges: (a) that the nature of VORTEX SERVICES, LLC's services, as they relate to pipes and structures, involves the removal of light to heavy debris, often preventing adequate flow; (b) that the services to be provided under this Agreement involve robotic CCTV inspection and may implicate conditions not readily discernable prior to the start of work by the Owner; and (c) that pipe cleaning, including the removal of debris, flushing, and vacuuming of structures or pipes, may be impacted by pipe damage or conditions such as broken, cracked, offset, collapsed, eroded, corroded or otherwise deteriorated pipe. VORTEX SERVICES, LLC shall not be responsible to Owner or any third party for any sums of money on account of any claims or suits arising by reason of the condition of the pipe or structures encountered by VORTEX SERVICES, LLC in rendering services hereunder, including conditions precipitating pipe collapse, deteriorated/corroded pipe, the compromised structural integrity of pipe, and unanticipated back up and discharge flows, including resultant residential or third party impacts.

We appreciate the opportunity to provide you with this proposal.

Sincerely,

Director of Operations

Accepted by:

\_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

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



# Town of Old Orchard Beach stormwater outfalls

Ted Berry Company Inc. summary of work (2006-2007)



**TED BERRY**  
COMPANY Inc.

## Stormwater outfalls

1. Atlantic Avenue 18" CI
2. Brown Street 8" CI
3. Fourth Avenue 42" HDPE
4. Mullen Avenue 16" CI



Ted Berry Company was engaged by the town and their consultant Wright Pierce in 2006.

Points of contact: Team Approach

Town: Maryann Conroy

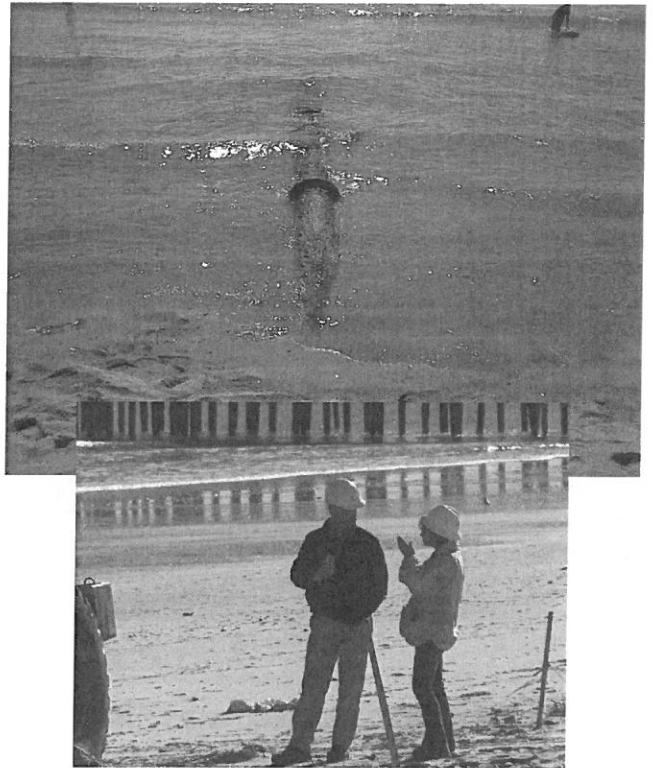
Wright Pierce: Jon Edgerton

Ted Berry Company: Matt  
Timberlake

## 2006 Cleaning

### ❖ GOALS (*PW Director presentation to town 2006*)

- ✓ Clean each outfall line
- ✓ Locate and mark the ends of each outfall line
- ✓ Inspect the condition of each outfall line
- ✓ Make recommendations for to maximize hydraulic capacity
- ✓ Develop a routine maintenance program



# Atlantic Avenue



# Brown Street

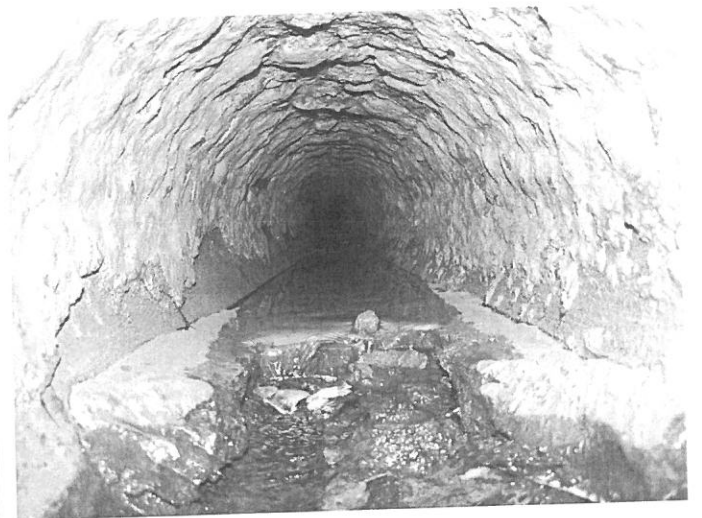


# Brown Street





# Brown Street



# Fourth Avenue

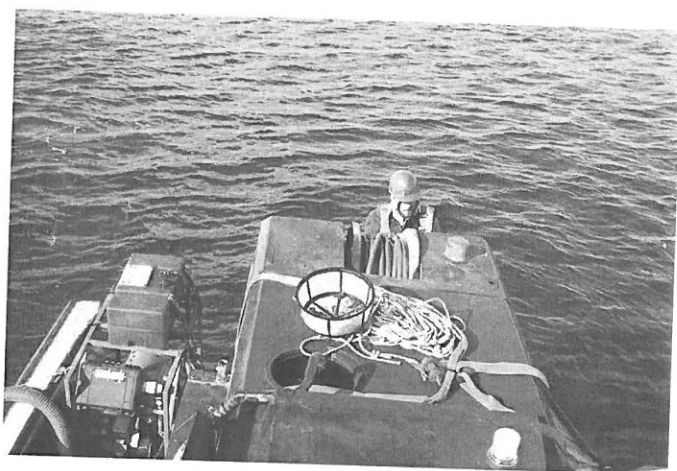




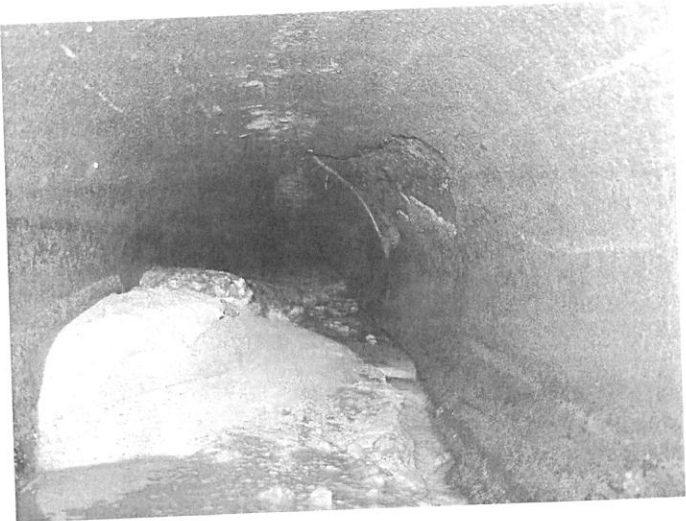
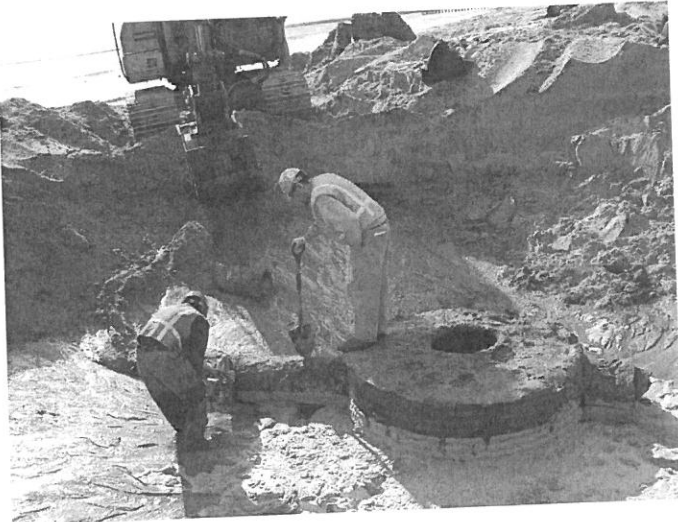
# Fourth Avenue



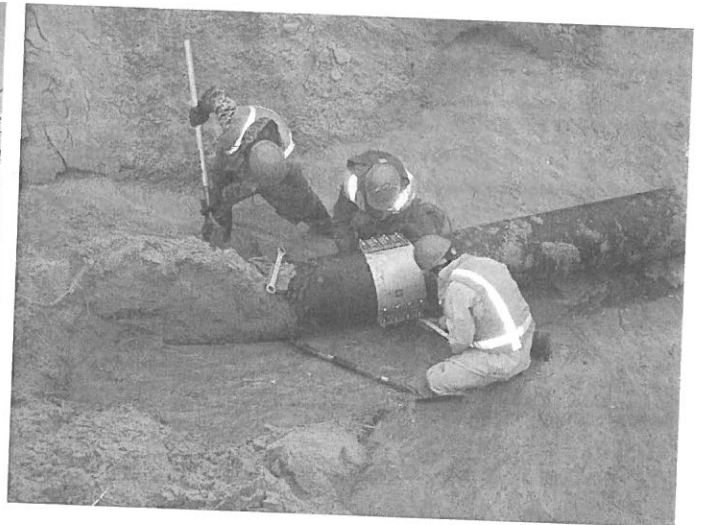
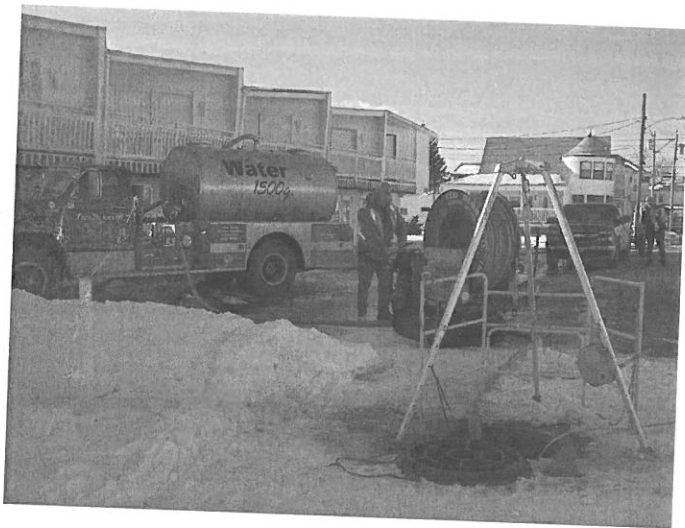
# Mullen Avenue



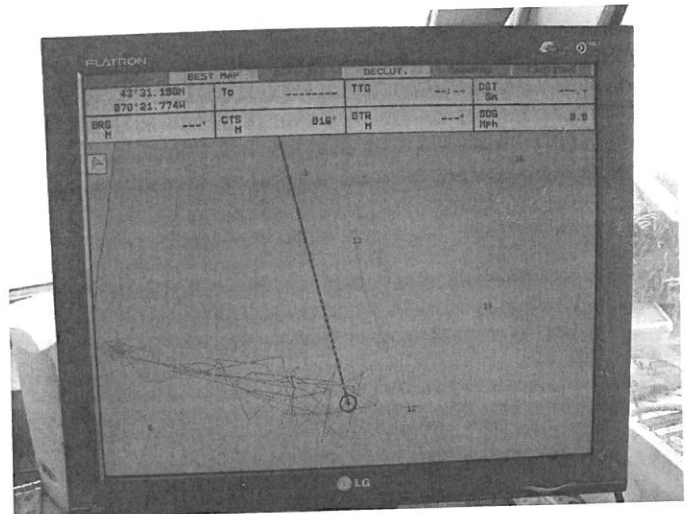
Mullen Avenue



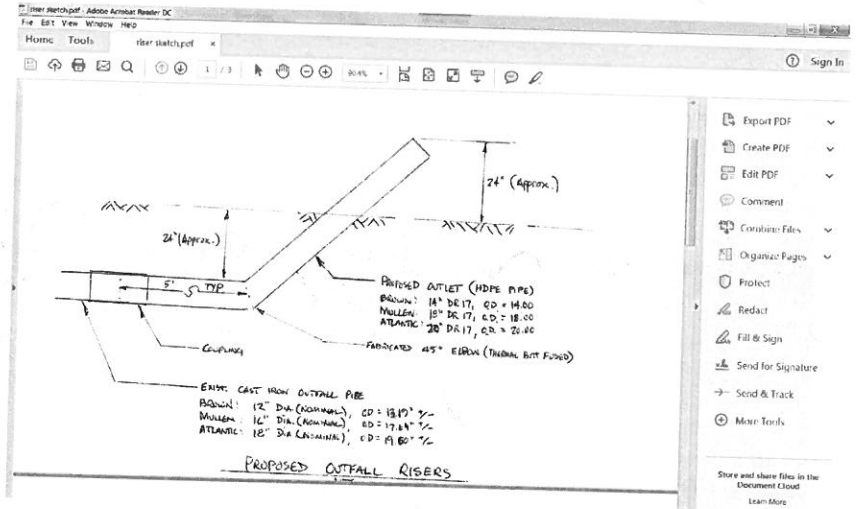
# Mullen Avenue



# Finding outlets



# Outlets



Install risers 2007

## 2007 maintenance cleaning (June 15<sup>th</sup>, 2007)

### **Mullen Avenue**

- Flush and confirm flow
- Attach permanent buoy to ends of pipe

### **Brown Street**

- Flush and confirm flow
- Attach permanent buoy to ends of pipe

## 2010 maintenance cleaning (July 28, 2010)

### **Mullen Avenue**

- Flush and confirm flows

### **Brown Street**

- Flush and confirm flows





## Coordinates of outlet ends

Mullen Avenue N 43°31'20.5" W 070°22'03.3" 2250'

Brown Street N 43°31'02.9" W 070°22'17.5" 1500'

Fourth Avenue N 43°30'44.5" W 070°22'33.4" 1500' crib works at  
end of pipe, big rocks

Atlantic Avenue N 43°30'32.9" W 070°22'41.8" Broken Pipe

Vortex Services, LLC  
 521 Federal Rd  
 Livermore, ME 04253  
 O: (207) 897-3348



received  
 6/8/21

## Invoice 303676

<b>Bill to:</b> Town of Old Orchard Beach, ME 1 Portland Ave Old Orchard Beach, ME 04064	<b>Job:</b> 21T0283 Stormwater Outfall Cleaning Old Orchard Beach, ME
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<b>Invoice #:</b> 303676 <b>Payment Terms:</b> Net 30 <b>Customer Code:</b> 10591	<b>Date:</b> 05/17/21	<b>Customer P.O. #:</b> Joe Cooper <b>Project Manager:</b> David Beauchamp
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Remarks: April & May 2021

Quantity	Description	U/M	Unit Price	Extension
3.000	Atlantic Ave - 4/5, 4/14 & 5/5/21	EA	7,500.000	22,500.00
3.500	Brown St - 4/7, 4/8, 4/28 & 5/6/21	EA	7,500.000	26,250.00
3.000	Mullen Ave - 4/6, 4/20 & 4/29/21	EA	7,500.000	22,500.00
1.000	Fourth St - 4/9/21	EA	7,500.000	7,500.00
3.000	Atlantic Ave - (Dive Team)	EA	7,000.000	21,000.00
2.000	Brown St - (Dive Team)	EA	7,000.000	14,000.00
2.000	Mullen Ave - (Dive Team)	EA	7,000.000	14,000.00
1.000	Fourth St - (Dive Team)	EA	7,000.000	7,000.00
			<b>Subtotal:</b>	<b>134,750.00</b>
			<b>Total:</b>	<b>134,750.00</b>

Public Works  
 Director  
 P.O.# 20210310C  
 Vendor # 7071  
 Account # 20151-50508  
 Approved [Signature]  
 Date [Signature]

**AGENDA ITEM #8253**

Discussion with Action: Approve the quote from Vortex Services in the amount of \$74,982.00 for the slip lining of the Cedar Avenue sewer line from account #50002-50831 CIP Stormwater Maintenance and Improvements with a balance of \$1,261,907.64.

Chair: Shawn O'Neill

**ADJOURNMENT**

Chair: Shawn O'Neill

## Council Information

Department: Public Works

Meeting date: September 3, 2024

Subject: Slip lining of stormwater line on Cedar Avenue

Commentary: In the fall of 2023 we noticed that the storm drain on Third Street was no longer draining. The Tri Community CCTV camera attempted to camera the stormwater line, but it was blocked by roots. Vortex Services came in to remove the roots but found that the roots were too large, and they could go no further and local access was needed. Upon further investigation we found that the GIS was not correct, and PW still needs to locate manholes on private property. Once we have done that Vortex may need to go these manholes individually. The root intrusion has compromised the pipe and the slip lining should prevent root intrusion in the future.

Information included: Quote from Vortex Services for \$74,982.00.

Recommendation: Approve quote from Vortex Services for \$74,982.00.

### **Discussion with action:**

**Account #**

**Balance \$**

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent



# VORTEX

## services

<b>To:</b> Town of Old Orchard Beach, ME	<b>Contact:</b> Chris White
<b>Address:</b> 1 Portland Ave	<b>Phone:</b>
	<b>Email:</b>
<b>Project Name:</b> ME - Old Orchard Beach - XC Root Cut CCTV	<b>Bid Number:</b> 2427862
<b>Project Location:</b> Old Orchard Beach, ME	<b>Bid Date:</b> 1/18/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Prep Lines Cutter Truck And Jet	2.00	DY	\$3,000.00	\$6,000.00
2	15" CIPPL DMH 41A-CB5	175.00	LF	\$97.00	\$16,975.00
3	15" CIPPL DMH 41-DMH41A	155.00	LF	\$97.00	\$15,035.00
4	18" CIPPL DMH44-DMH42A Not In ON CALL	82.00	LF	\$135.00	\$11,070.00
5	18" CIPPL DMH42A-DMH42	123.00	LF	\$114.00	\$14,022.00
6	18" CIPPL DMH 42-DMH41 Not In ON CALL	88.00	LF	\$135.00	\$11,880.00

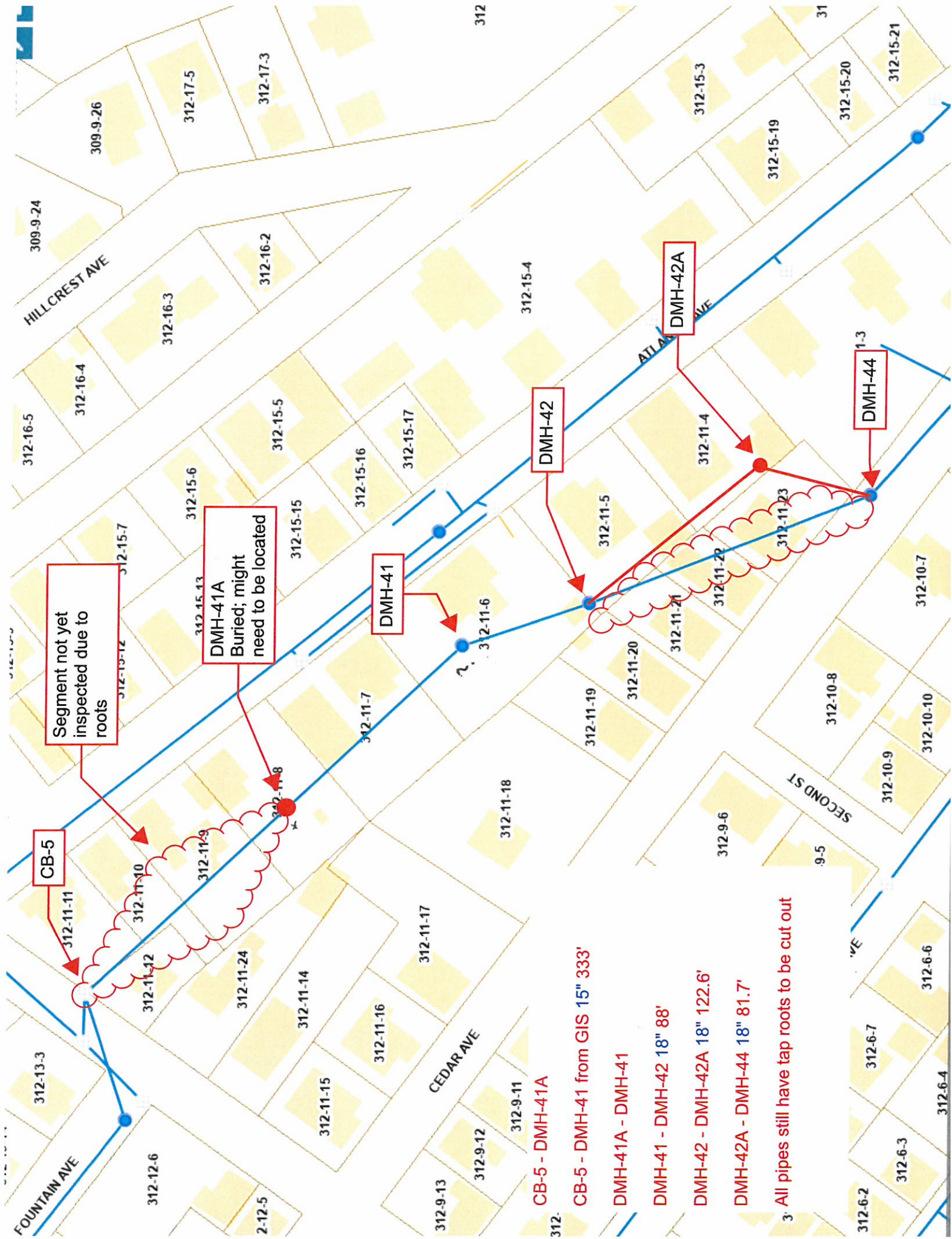
**Total Bid Price: \$74,982.00**

**Notes:**

- Coordination with homeowners will be by others.
- We will provide sign package and cones any police detail, flaggers, detours, etc Not Included.
- Owner will provide water source for cleaning.
- Owner will be responsible for providing a disposal area for any debris removed from the storm pipes. It will then be the Owner's responsibility to properly haul off and dispose this material.
- Owner will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing.
- If necessary, Owner will provide Permits & Fees
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities.
- Standard wages are included. Therefore, Prevailing wages and or Union Wage Rates are not included in this bid proposal.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- No Material Sales Tax is included in our bid proposal.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Vortex Services LLC</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Patrick Holland (207) 530-0937 patrick.holland@vortexcompanies.com</p>
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Segment not yet inspected due to roots

DMH-41A  
Buried; might need to be located

CB-5

DMH-41

DMH-42

DMH-42A

DMH-44

- CB-5 - DMH-41A
- CB-5 - DMH-41 from GIS 15" 333'
- DMH-41A - DMH-41
- DMH-41 - DMH-42 18" 88'
- DMH-42 - DMH-42A 18" 122.6'
- DMH-42A - DMH-44 18" 81.7'

3. All pipes still have tap roots to be cut out