

TOWN OF OLD ORCHARD BEACH Office of the Town Manager

1 Portland Ave, Old Orchard Beach, Maine Phone: 207.937.5626 Web: www.oobmaine.com

Regular Town Council Meeting Minutes

Tuesday December 1st, 2020

I, Jennifer Hayes, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of thirty-six (36) pages is a copy of the original minutes from the regular meeting of the Old Orchard Beach Town Council held on Tuesday, December 1st, 2020.

Prepared by: Jennifer Hayes

Approved by: Old Orchard Beach Town Council

Approval Date: 12.15.2020

Respectfully Submitted,

George Atayes

Jennifer Hayes

Town Council Secretary

Town of Old Orchard Beach

Regular Town Council Meeting

Tuesday, December 1st 2020 @ 6:30pm Town Council Chambers

There was a Town Council Meeting scheduled on Tuesday, December 1st, 2020 that was opened at 6:30pm. The following participants were present:

Chair Shawn O'Neill
Vice-Chair Michael Tousignant
Councilor Jay Kelley
Councilor V. Louise Reid
Councilor Kenneth Blow
Town Manager Larry Mead
Town Council Secretary Jen Hayes

ACKNOWLEGEMENTS

Councilor Reid wanted to make note that the tree is up in Town Square.

GOOD & WELFARE:

Chair O'Neill wanted to share his thanks for all the well wishes during his recent quarantine. He also wanted to stress the importance of mask wearing and following the guidelines set forth by the Maine CDC.

ACCEPTANCE OF MINUTES

Accept the regular Town Council Meeting Minutes from October 20th and November 17th, 2020 and to accept the Special Town Council Meeting Minutes and Inaugural Meeting Minutes from November 16th, 2020.

Motioned by: Councilor Blow & Seconded by: Councilor Reid Vote: 5-0

PRESENTATION:

Both presentations were postponed by the respective parties and will be rescheduled at a future date.

OOB CFC Resource Guide Team – Certificates of Excellence Presentation:

Presenters: David Guay – OOB CFC Resource Guide Chair Dawn Standberg – Art Educator, Jameson Elementary School

Maine Water:

Presenter: Richard Knowlton, President

PUBLIC HEARING - BUSINESS LICENSES & APPROVAL:

Taylor Roberge, (210-1-20-34), 39 Smithwheel Road, Unit 34, one year round rental

Chair O'Neill opened the public hearing @ 6:34pm

Chair O'Neill closed the public hearing @ 6:34pm

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0

TOWN MANAGER REPORT

Public Meeting Saco Ave intersection at Halfway, Dec 9th at 6:30pm. The Town and the Maine Department of Transportation are working together on a study of traffic options at the 5-way intersection where Saco Avenue meets Ocean Park Road. Gorrill Palmer Engineering is conducting the study which will present alternatives for improving safety and mobility at the intersection. We want to get input from residents regarding the intersection and for that purpose there will be an informational meeting held next Wednesday, December 9 beginning at 6:30pm. The meeting will be conducted virtually via Zoom. For instructions on how to participate please go to the meeting calendar on the home page of the Town's website.

Tree lighting will take place down town this Saturday, December 5 at about 4:30pm. Santa will be making a special appearance with an assist from the OOB Fire Department. Santa's route will take him through some key points in town with drive-by waves.

I want to remind our residents that with the winter season upon us the Town will institute **parking bans** as needed during winter storms. Residents should make a point of looking for announcements of parking bans. Parking bans are publicized on all of the major local television outlets, some radio stations, and on the Town's and Police Department's website. In addition anyone can sign up to receive an email notification from the Town. Simply go to the Town's website home page and click on the "Subscribe to News" button to register for these alerts. Off street parking is available during parking bans at the Memorial Park and Milliken Street parking lots and at the Ocean Park Square.

Diana Asanza to make a budget presentation regarding the FY21 budget year to date. (see appendix for slide deck)

NEW BUSINESS

Agenda Item #7328

Discussion with Action:

Council to communicate to Town Manager guidance regarding the FY22 Municipal Budget.

Chair O'Neill asked for a motion to direct the Town Manger to maintain a 0% mil rate and to keep council appraised of budgetary changes.

Motioned by: Councilor Blow Seconded by: Councilor Kelley

Vote: 5-0

Agenda Item #7329

Discussion with Action:

Accept the bids from Morton Salt and Eastern Salt Company and approve the purchase of bulk road salt from Morton Salt in the amount of \$52.86 per ton for Sodium Chloride Salt; from account number 20151-50515 Public Works Road Salt Account with a balance of \$78,000.00.

Background: (see attached bids)

Motioned by: Councilor Kelley

Seconded by: Councilor Blow w/clarification of bids

Vote: 5-0

Agenda Item #7330

Discussion with Action:

Convey foreclosed property identified as 55 Washington Avenue, parcel number 00312-0007-00013, to owners of record Patrick T & Lori McMahon, for the total amount in outstanding 2018-2021 taxes and accumulated interest due on the effective date of conveyance, estimated at \$10,913 plus any legal costs.

Background: (see attached tax summary)

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0

Agenda Item #7331

Discussion with Action:

Approve the Special Event Permit application <u>amendment</u> for the Kora Shriners to hold a parade for their annual summer ceremonial to celebrate the Kora and pay special recognition to our Veterans. The amendment request is to change the parade from Sunday, June 13th, 2021 from 10am to approximately 11:30am to Friday, June 11th from 6:15pm to approximately 8:45pm.

Background: On November 17th, 2020, Town Council approved the Special Event permit for the Kora Shirner's to hold their parade on Sunday, June 13th, 2021. The group has requested an amendment to modify the date and time to Friday, June 11th.

Motioned by: Councilor V.Louise Reid

Seconded by: Councilor Kelley

Vote: 5-0

Agenda Item #7332

Discussion with Action:

Set the date of December 15th, 2020 to hold a public hearing for an ordinance amendment in the Code of Ordinances, Section 42-202, regarding the use of horse manure containment devices on the beach. Shall the Town Council adopt an ordinance amendment directing horse manure containment devices to be attached to all horses riding along the beach during the permitted time frame of Oct 1st thru March 31st?

Background:

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 December 1st, 2020, at 6:30 p.m. to consider the following:

Be it hereby ordained, by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled, that section 42-202, Horses and horse-drawn vehicles, of the Town of Old Orchard Beach Code of Ordinances, Subsection (f) (Regulation of horses on the beach) is amended by adding the underscored language and deleting the strikethrough language, regulating the use of containment devices:

Sec. 42-202. - Horses and horse-drawn vehicles.

- (f) Regulation of horses on the beach.
- (1) Horses are allowed on the beach only from October 1 through March 31.
- (2) Except for gaining access to and egress from the beach, horses are allowed only in the intertidal zone (between the mean high tide line and the mean low water line).
- (3) Parking of horse trailers is limited to the Milliken Street Municipal Parking Lot in the Town of Old Orchard Beach and Hurd Park in the Town of Scarborough.
- (4) Any rider or owner who allows a horse to be present on the beach must remove and dispose of animal waste in the same manner as is required for dog feces under section 14-7 of this Code.

 The owner, operator or driver of horses, or horse-drawn carriages operating on the beach shall be required to attach a containment device to the rear of each and every horse so operated, to be maintained and emptied so that manure is completely contained therein, cannot and does not fall upon any surface while operating under the Permit provided for herein, and is carried away for proper disposal.

Motioned by: Councilor Kelley & Seconded by: Councilor Blow Vote: 5-0

Agenda Item #7333

Discussion with Action:

Approve the quote from Stultz Electric to restock a blower VFD in the amount of \$6500.00 from account

#30181-50300 Professional Engineering Services with a balance of \$932,332.44.

Background:

The OOB wastewater staff recently replaced a blower VFD and would like to put one back in stock. There

are three blowers and each one requires a VFD. This VFD would be put in stock in case of future VFD

failure. Stultz Electric is one of the providers that has in house technical service and our experience is that

the Toshiba VFD's last longer than other brands.

Motioned by: Councilor Tousignant

Seconded by: Councilor Blow

Vote: 5-0

Agenda Item #7334

Discussion with Action: Approve the liquor license renewal for <u>Alouette OOB Oceanfront Resort</u>,

Incorporated D/B/A Alouette Beach Café, (303-1-11), 91 East Grand Avenue,

m-v with food required, in a hotel.

Motioned by: Councilor Kelley

& Seconded by: Councilor Blow Vote: 5-0

Agenda Item #7335

Discussion with Action: Approve the two-year Blanket Letter of Approval for Games of Chance for

Veterans of Foreign Wars (VFW), Post 7997, 76 Atlantic Avenue, from January 1st, 2021 to December 31st,

2022.

Motioned by: Councilor Tousignant & Seconded by: Councilor Kelley Vote: 5-0

EXECUTIVE SESSION

Discuss Labor Negotiations: (Note: This item discusses Labor Contract issues related to the Local 2247 International Association of Firefighters AFL-CIO-CLC Union Contract, as defined under Title 1 M.R.S.A., Section 405, 6 (D), and the Council anticipated that the discussion portion will be held in Executive Session.

Entered into @ 7:19pm

Exited out @ 8:25pm

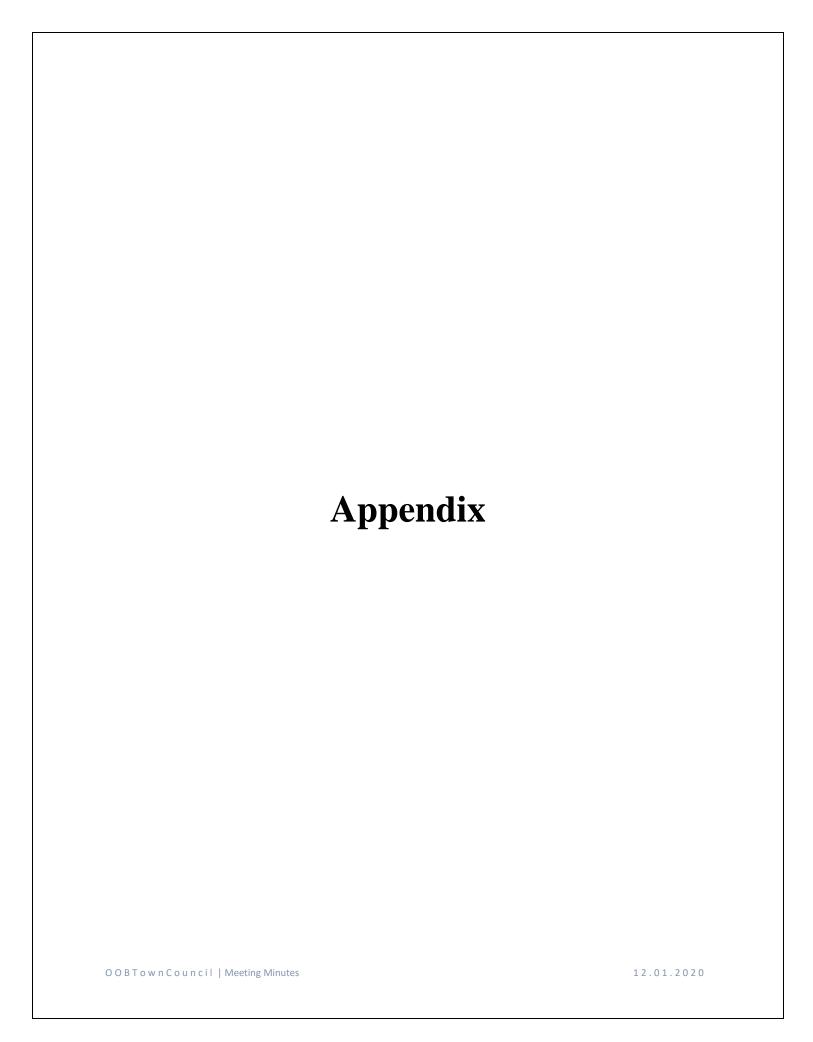
Motioned by: Councilor V.Louise Reid

Seconded by: Councilor Kelley

Vote: 5-0

Adjournment of Town Council Meeting with Executive Session @ 8:25pm

Motioned by: Councilor Blow & Seconded by: Councilor Kelley Vote: 5-0



Finance Director Slide Decl	
O O B T o w n C o u n c i l Meeting Minutes	12.01.2020

TOWN OF OLD ORCHARD BEACH FINANCIAL STATUS

TOWN'S CASH FLOW POSITION TO START FISCAL YEAR 2021

YEAR TO DATE REVENUE BUDGET

YEAR TO DATE OPERATING BUDGET

PROPERTY TAX COLLECTION DATA

	FY 19 Tax Year	FY 20 Tax Year	FY 21 Tax Year
September	51%	52%	53%
March	92%	93%	
June	97%	95%	

FY 21 thru Nov	ember 2020 54.5%	FY 20 thru November 2019 54.7%
Outstanding	\$30,275,000	Outstanding \$29,615,000
Collections	\$16,500,000	Collections \$16,211,000

FY 20 Non-Property Tax Revenue

	BUDGET	YTD	%
Motor Vehicle excise tax	\$1,500,000	\$1,735,450	116%
Tax interest	\$120,000	\$142,519	119%
Payments in lieu of tax	\$24,000	\$25,610	107%
Inland Fisheries Excise	\$5,000	\$5,622	112%
Cable Television Franchise	\$200,000	\$232,526	116%
Investment Income	\$100,000	\$276,559	277%
Sale of Town Owned Property	\$30,000	\$133,166	444%
State Revenue Sharing	\$430,000	\$626,025	146%
Homestead Exemption	\$340,000	\$382,938	113%

FY 20 Non-Property Tax Revenue Cont.

	BUDGET	YTD	%
Business License	\$200,000	\$210,043	105%
Electrical Permit	\$20,000	\$22,040	110%
Plumbing Permit	\$11,000	\$12,105	110%
Building Permit	\$180,000	\$297,313	165%
Town Agent Fees, Licenses, Permits	\$50,000	\$56,282	113%
Parking Meters	400,000	\$414,230	104%
Parking Lot / Permit Revenue	\$60,000	\$20,250	34%
Parking Fines	\$140,000	\$178,538	128%
False Alarms/ Ordinance Violations	\$3,000	\$9,885	330%
TOTAL	\$3,813,000	\$4,781,101	125%

Non-Property Tax Revenue Comparison Through November

	FY 20	0/0	FY 21	0/0
Motor Vehicle excise tax	\$ 829,600	55%	\$ 898,678	60%
Tax interest	\$ 64,786	54%	\$ 111,321	80%
Payments in lieu of tax	\$ 5,900	25%	\$ 19,807	83%
Inland Fisheries Excise	\$ 999	20%	\$ 958	19%
Cable Television Franchise	\$ 121,482	61%	\$ 120,445	60%
Investment Income	\$ 124,272	124%	\$ 75,990	190%
State Revenue Sharing	\$ 273,243	64%	\$ 278,819	80%
Homestead Exemption	\$ 382,938	100%	\$ 536,201	113%

Non-Property Tax Revenue Comparison Cont.

	FY 20	%	FY 21	%
Business License	\$ 14,691	7%	\$ 18,654	11%
Electrical Permit	\$ 10,066	50%	\$ 10,486	65%
Plumbing Permit	\$ 5,615	51%	\$ 5,373	51%
Building Permit	\$ 135,138	75%	\$ 109,834	69%
Town Agent Fees, Licenses, Permits	\$ 26,097	52%	\$ 24,820	50%
Parking Meters	\$ 346,957	87%	\$ 230,725	92%
Parking Lot / Permit Revenue	\$ 3,325	6%	\$ 20,000	72%
Parking Fines	\$ 107,757	77%	\$ 86,881	97%
False Alarms/ Ordinance Violations	\$ 4,490	150%	\$ 4,070	42%
TOTAL	\$ 2,457,356	64%	\$ 2,553,062	72%

Department Operating Budgets

Department	Budget Amount	Actual YTD	% Used
Town Council Expense	52,445.00	28,506.32	54.4%
Town Manager/Admin Expense	788,149.00	405,715.30	51.5%
Tax Collector Expense	117,525.00	51,168.65	43.5%
Treasurer/Finance Expense	186,025.00	72,616.29	39.0%
Assessing Expense	144,494.00	52,945.40	36.6%
Town Clerk Expense	217,872.00	133,996.57	61.5%
Planning Expense	170,691.00	64,756.94	37.9%
Code Enforcement Expense	243,073.00	90,194.31	37.1%
Town Hall Bldg Expense	83,250.00	23,636.53	28.3%
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General Assistance Expense	84,694.00	49,585.39	58.5%
Recreation Dept. Expense	247,427.00	104,182.73	42.1%
OOB Historical Society Expense	16,252.00	970.66	6.0%

Department Operating Budgets

Department	Budget Amount	Actual YTD	% Used
Police Dept Expense	2,886,300.00	1,161,382.72	40.2%
Parking Enforcement Expense	112,300.00	30,032.74	26.7%
Lifeguard Expense	171,290.00	167,942.80	98.0%
Fire/Rescue Dept Expense	2,267,229.00	943,369.93	41.6%
Street & Traffic Light Expense	242,000.00	69,811.72	28.8%
Public Works Dept. Expense	1,749,730.00	650,741.33	37.2%
Parks Maintenance Expense	62,750.00	11,236.85	17.9%
•	·		
Wastewater Treatment Expense	1,084,666.00	376,657.70	34.7%
Solid Waste Expense Conservation Commission	760,000.00	224,178.04	29.5%
Expense	8,600.00	1,000.00	11.6%
York County Tax Expense	930,872.00	930,871.50	100.0%
Contingency Expense	150,000.00	-	0.0%
Insurance/Benefit Expense	3,144,500.00	1,377,485.33	43.8%

Department Operating Budgets

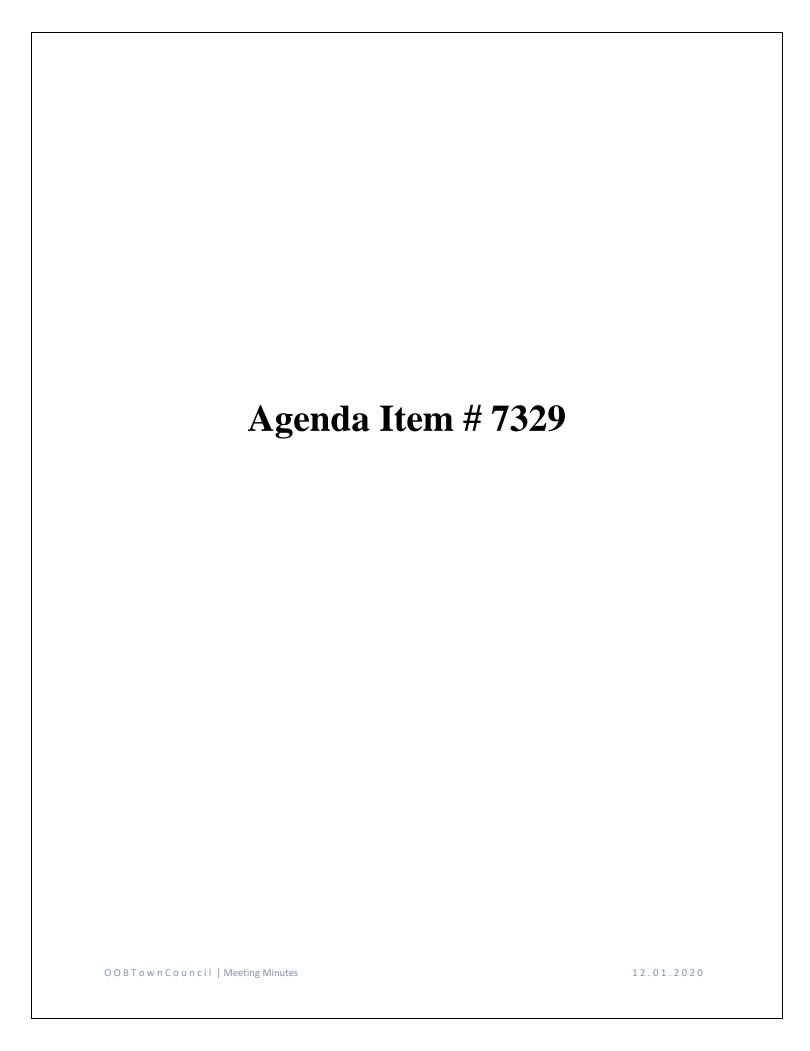
Department	Budget Amount	Actual YTD	% Used
Service Agency Allocation			
Expense	18,500.00	18,500.00	100.0%
Libby Memorial Library Expense	320,507.00	160,253.50	50.0%
Transit District Subsidy Expense	165,000.00	165,000.00	100.0%
Tax Abatement Expense	60,000.00	6,394.78	10.7%
Debt Service Expense	1,804,600.00	1,502,852.82	83.3%
RSU Subsidy Expense	12,947,900.00	5,388,253.83	41.6%
Total	31,238,641.00	14,264,243.68	45.7%

FUND BALANCE

FY 18 FUND BALANCE \$6,452,009

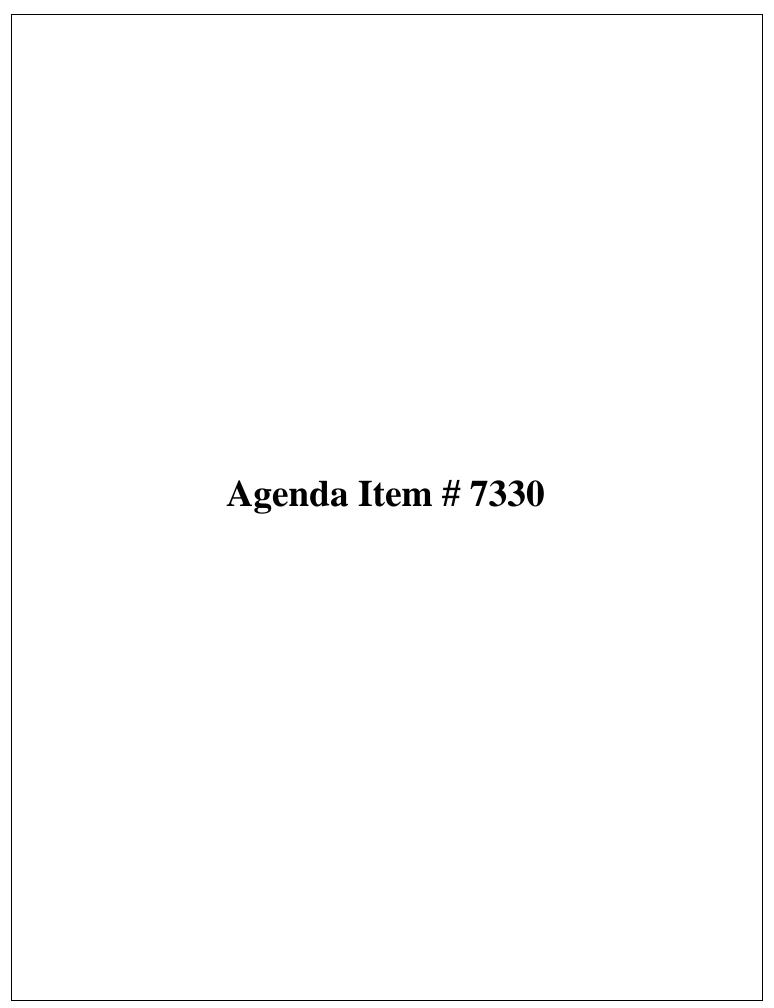
FY 19 FUND BALANCE \$8,200,703

FY 20 ESTIMATED FUND BALANCE -



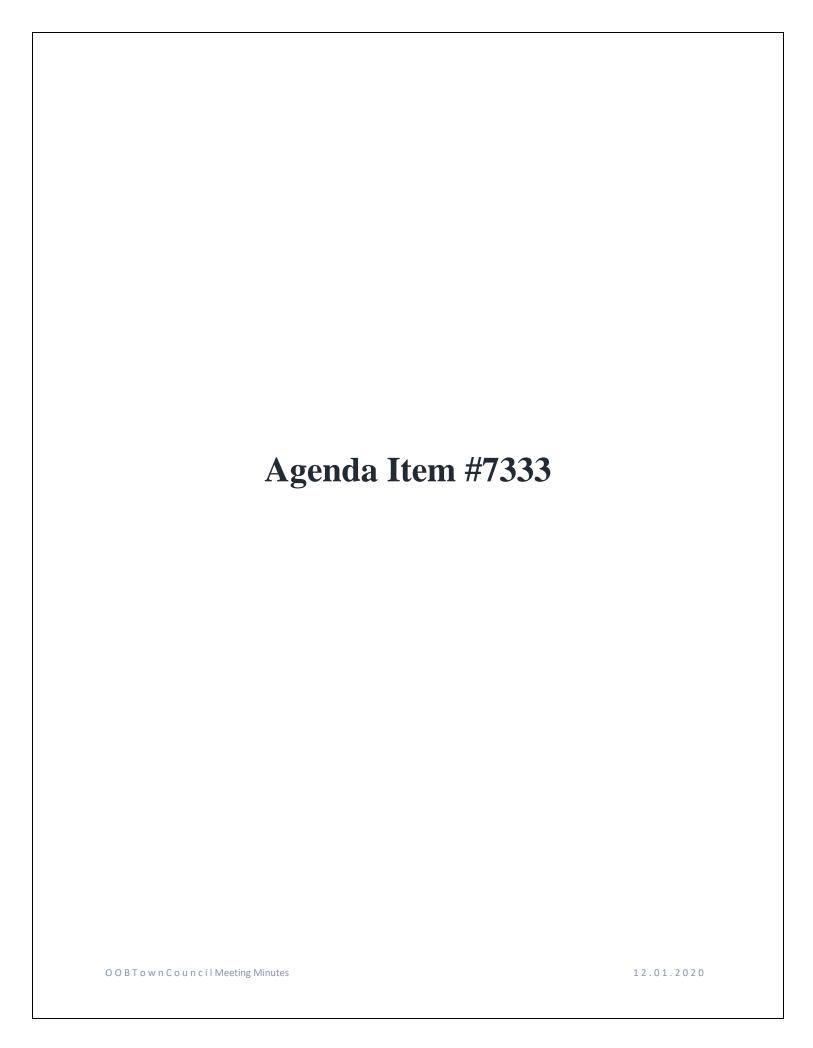
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2020 GPCOG ROAD SALT AND DE-ICIN	IG PRODUCTS BID PRICE	S: Sodium Chloride and D	De-Icing Products	J -						
	NB: No Bid			Low Ridsin Yellow		ļ				
Company Nameof Bidder:	Carg	gillSalt	Detroit Sa	It Company	EasternSa	altCompany	Monson	Companies	Mort	on Salt
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Please indicate available units:	Delivered	_ Picked Up	Delivered	Picked Up	Delivered	Picked Up	Delivered	_ PickedUp	Delivered	– Picked Up -
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1	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
2										
3										
Phone number for product orders:										
The name of the product orders.				_						
ICE B'GONE LIQUID DE-ICER										
Please indicate available units:	Delivered	Picked Up	Delivered	Picked Up	Delivered	PickedUp	Delivered	Picked Up	Delivered	Picked Up
1	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
2										
3		_	_	_						
Phone number for product orders:										
CALCIUM CHLORIDE WITH ORGANIC-B	SASED PERFORMANCE E	NHANCER (OBPE) (LIQI	JID)							
Please indicate available units:	Delivered	Picked Up	Delivered	Picked Up	Delivered	Picked Up	Delivered	Picked Up	Delivered	Picked Up
1 2,000-4,499 gallons	- NB	NB .	NB	NB	NB	NB	NB	NB	NB	NB
2 4,500 gallons (full trailer)	NB	NB	NB	NB	NB	NB NB	NB	NB	NB	NB
3			_						*1-	-1-
Phone number for product orders:										
- p - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1										



09/30/2020 14:49	7	TOWN OF OLDOR	CHARD BEACH		p 1
dmulherin	Ι	Real Estate Ta	x Statement		txtaxstm
PARCEL: 00312 -00	007-0	0013			
TION: 55 WASH	HINGT	ON AV			
OWNER: MCMAHON PATRICK T & LORI 1 LONGFELLOW PL APT 1721 BOSTON MA 02114			SQUA LÂND BUIL	STATUS: SQUARE FEET LAND VALUATION BUILDING VALUATION EXEMPTIONS	
LEGAL DESCRIPTION	:			BLE VALUATION REST PER DIEM	159,100 1.83
DEED DATE: 10/	27/20)16 BOOK/PAGE	: 17350/0554	INTEREST DA	TE: 09/30/2020
YEAR TYPE BIL	ıL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2021 RE-R 200 1 RE TAX AMT 2 RE TAX AMT)4137	1,226.66 1,226.66	1,226.66 1,226.66	1.65 .OD	1,228.31 1,226.66
		2 4 5 3 • 32	2,453.32	1. 65	2,454.97
2020 LIEN 1 REAL ESTAT MAIL 30 DAY FEE LIEN COST INT.AT LIE	166	2,466.05 7.23 3.00 51.00 110.20	2,466.05 7.23 3.00 51.00 110.20	32.84 .00 .00 .00	2,498.89 7.23 3.00 51.00 110.20
		2,637.48	2,637.48	32.84	2,670.32
		2,637.48	2,637.48	32.84	2,670.32
2019 LIEN 1 REAL ESTAT MAIL 30 DAY FEE LIEN COST INT.AT LIE	111	2,405.16 7.23 3.00 51.00 105.63	2,405.16 7.23 3.00 51.00 105.63	226.15 .DO .00 .00	2,631.31 7.23 3.00 51.00 105.63
		2,572.02	2,572.02	226.15	2,798.17
		2,572.02	2,572.02	226.15	2,798.17
2018 LIEN 1 REAL ESTAT MAIL 30 DAY FEE LIEN COST INT.AT LIE LIEN CERT	102	2,350.29 7.23 3.00 51.00 96.69 7.23	2,350.29 7.23 3.00 51.00 96.69 7.23	358.43 .00 .00 .00 .00	2,708.72 7.23 3.00 51.00 96.69 7.23

09/30/2020 14:49	TOWN OF OLD OR	p 2		
drnulherin	Real Estate Ta	txtaxstm		
YEAR TYPE BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
	2,515.44	2,515.44	358.43	2,873.87
	2,515.44	2,515.44	358.43	2,873.87
GRAND TOTALS	10,178.26	10,178.26	619.07	10,797.33





Timken Motor & Crane Services LLC Stultz Electric 190 Riverside Street, 4A Portland, ME 04103

QUOTATION

Quote Number: 64553 Quote Date: 10/20/2020

Please reference this quote number on all correspondence

Thank you for your inquiry. We are pleased to offer this quote for your consideration.

To: Town Of Old Orchard Beach

1 Portland Avenue

Old Orchard Beach, ME 04064

USA

Attn: Chris White

Sales Rep:

Phone: 207-934-4042 Fax: 207-934-7967

Email: Cwhite@oobmaine.com

Deyesso, Daniel

30 Gando Drive

New Haven, Connecticut 06513

USA

Phone: +1 781 552 1293

Fax:

Email: dan.deyesso@schulzelectric.com

Inside: Merrill, Paul

190 Riverside St., Unit 4A

Portland, ME 04103 +1 207 699 2501

Phone: Fax:

Email: paul@stultzelectric.com

Credit card orders may be subject to a 3% convenience fee.

Visit us at www.stultzelectric.com

Ship To: Waste Water Department

24 Manor Street

Ocean Park, ME 04063

USA

Quote Description: Toshiba 125HP VFD NEMA 12 VFD

460v

Quote Reference:

PO Reference:

In House Capabilities

- Motor and Generator Repairs In-House
- Full Voltage Testing to 13,800VAC, 1200V DC
- UL Authorized Facility
- Large Machining
- Environmentally Controlled Rewind Department
- Full Load Testing Capabilities
- Gearbox Repair
- Custom Controls & Integration

Switchgear Services

- Full Switchgear Testing Services
- Oil Analysis
- Transformer Turn ratio Testing
- Power Factor Testing
- Circuit Breaker Retrofits

Hydroelectric Services

- On-site Inspection and Servicing
- Complete Mechanical Rebuilds and Electrical Rewinds
- Redesign and Uprate
- Core Lamination Replacement/Repair
- Recondition and Rewedge
- Cryogenic Cleaning

Field Service

- Motor Installation and Removals
- AC and DC Drive Repairs, Installations, and Retrofits
- Laser Alignment Services
- Vibration Trending and Analysis
- Infrared Thermography
- On and Off-Line Motor Testing
- Engineered Solutions and Energy Efficient Upgrades

Applicable Terms & Conditions (see attached - subject to credit approval)

Shipping Via: Best Way Quote Validity: 30 Days

Quote Validity: 30 Days

TIMKEN
POWER SYSTEMS

Each Timken Power Systems Site Independently ISO 9001 Certified



QUOTATION

Quote Number: 64553 Quote Date: 10/20/2020

Please reference this quote number on all correspondence

I	tem	Part\Description	Qty	Net Price Each	Extended Price	Shipment / Lead Time	
	1	Part: CP-64553	1	6,500.00	6,500.00	1-3 weeks	

Description: Toshiba 125HP VFD

Comments:

Toshiba model VFAS3-4750PCE rated 125 HP 460v 173 amps normal duty, NEMA 12

NEMA 12 VFD 125 HP 460v

Quote Total US Dollars (Excludes Options):

\$ 6,500.00

For parts orders: On your purchase order please include complete nameplate information.

To avoid delays, please provide tax exempt certification with your purchase order.

MCQUOTE

TIMKEN MOTOR & CRANE SERVICES LLC

STANDARD TERMS AND CONDITIONS OF SALE, SERVICE, REPAIR, PARTS, MODIFICATION, MAINTENANCE, INSPECTION AND TEST

ACCEPTANCE

All orders are subject to acceptance by Timken Motor & Crane Services LLC ("Seller"). Any acceptance by Seller of Buyer's order is expressly made conditional on Buyer's assent to any additional or different terms and Conditions contained herein, and all sales and charges of the products listed herein shall be, in the case of conflict between the terms and conditions of Buyer and Seller, interpreted and governed exclusively by the terms and conditions contained herein. Seller shall not be bound by any terms and conditions roposed by Buyer, whether in Its purchase order or otherwise, which are additional to or different from the terms and conditions set orth herein, unless and only if accepted in writing by a principal officer of the Seller or his designated representative.

The Seller's prices do not include any applicable sales, use, excise, value added or similar taxes; and the amount of any such ta: which the Seller may be required to pay or collect will be added to each invoice unless the Buyer has furnished the Seller with a valid ax exemption certificate acceptable to the taxing authorities.

Where a Buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the

upon subsequent sales, use, excise, or similar tax audit, an exemption certificate provided to the Seller by Buyer is, through no fault of the Seller, determined to be invalid, the Seller will attempt to acquire a valid exemption certificate, notarized affidavit of exempt se, or other necessary documentation from Buyer. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit or ther necessary documentation, the previously unpaid sales, use or similar excise tax will be billed to Buyer

Progress payments are required for on any order exceeding \$250,000. Payment shall be due thirty (30) days from date of invoice, which shall be the date of shipment or agreed progress payments as applicable. Amounts past due are subject to a service charge of 1 and ½ percent per month (or fraction thereof) or if less, the maximum contract rate permitted by law. If the Seller deems that by eason of the financial condition of the Buyer or otherwise, the continuance of any services or shipment on the terms specified herein s not justified, the Seller may require full or partial payment in advance. The Seller at its option may retain possession of equipment s not justified, the Seller may require full or partial payment in advance. The Seller at its option may retain possession of equipment epaired, modified, inspected, tested, maintained or serviced under this agreement until its billings (final or progress) are paid. If such harges are not paid within 90 days following completion of the work and the invoicing to the Buyer, the Seller may upon not less han 7 days written notice by certified mail to the Buyer at the Buyer's last known address sell the equipment at public or private sale and apply the net proceeds to the Seller charge.

Lipon Seller's approval in each case, portions of an invoice in dispute may be deducted and the balance remitted with a detailed explanation of the deduction. Such disputed amounts that are later paid are subject to the above interest charges from the original

PRICE POLICY

In the event of a standard Seller price increase or decrease, the price of goods in order will be adjusted to reflect such increase or lecrease. As it relates to price decreases, this does not apply to shipment held by request of Buyer. Goods already shipped are not ubject to price increase or decrease. Orders placed on a bid or contract basis are not subject to this article and the mutually agreed one terms within the bid or contract will apply. Seller's prices include the costs of standard domestic packing only. Any deviation om this standard packing (domestic or export), including U.S. government sealed packing, will result in extra charges. To etermine such charges, consult Seller's sales offices. The minimum order amount is \$20.

hipping dates given by the Seller are approximate and are based on prompt receipt of information, equipment, or access to the quipment at the customer's premise if work is performed on said premise. he Seller will use its reasonable efforts to meet the scheduled dates, however, it cannot be held responsible for its failure to do so for

auses beyond its reasonable control and in no event shall it be liable for any loss or damage resulting from its failure to deliver the ervices within the time specified herein.
SHIPPING/HANDLING CHARGES

hipments are F.O.B. shipping point (or Ex Works) and Buyer assumes all risk of loss or damage to goods in transit, but except to the extent of Seller's proven negligence. Buyer's exclusive remedy for shortage, loss or damage in transit shall be a claim against the arrier. Shipping/handling will be prepaid and billed as a separate item on the equipment invoice on the basis of Seller's current hipping/handling policies. Seller assumes no responsibility for tariff classifications on carriers. CHANGES

Authorities with the express written consent of the Seller, make changes in the specifications for equipment covered by the contract in under event the contract price and delivery dates shall be equitably adjusted. The Seller shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and

aterials required to effect said changes. CANCELLATION

ndelivered parts of any order may be canceled by the Buyer only with the written approval of the Seller. If the Buyer makes ssignment for the benefit of creditors, if a voluntary or involuntary petition or action in bankruptcy or for reorganization or under my other insolvency law shall be filed by or against the buyer, if the Buyer shall admit its inability to pay its debts, if a trustee, exercises a second of the second of the second of the second of the Buyer, or if the Buyer fails to make payments to the Seller in eccordance with the terms hereof, the Seller may at its option cancel all undelivered parts or any order by written notice to the Buyer.

In the event of any cancellation of this order by either party, the Buyer shall pay the Seller the reasonable cost and expense, including ngineering expense and all commitments to its suppliers and subcontractors, incurred by the Seller prior to receipt of notice of such ncellation, plus the Seller's usual rate of profit for similar work.

Jpon prior written approval in each case, the Seller may accept merchandise returns on items normally stocked by Seller under the ollowing conditions. The Buyer contacts the Seller to obtain an RMA (Return Merchandise Authorization) number prior to returning the product. All returns must be made within 30 days of the date of invoice and be accompanied by the original invoice number and a rief explanation of the reason for the return. Return freight charges must be prepaid. All returned merchandise must be in original nopened packaging and in reasonable condition. Parts returned due to customer error will be charged a 25% restocking charge. pecial order items are not returnable. Defective merchandise maybe returned within 90 day of the original invoice date.

D. ELECTRONIC DATA INTERCHANGE/FACSIMILE (FAX)

rders placed hereunder by Buyer may be transmitted electronically or via FAX and in such event, such orders shall be subject to the erms and conditions contained in Seller's Electronic Data Interchange Agreement, in addition to the terms and conditions contained

11. REGULATORY LAWS AND STANDARDS

The Seller makes no promise or representation that its product, services or work will conform to any federal, state or local laws. ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as part of the quotation or contract between Buyer and Seller. The Seller prices do not include the cost of any related inspections or permits or

12. EXPORT CONTROL

The Control Control of the Control o

The standards of OSHA, CMAA Crane Manufacturer's Association of America, NEC National Electrical Code, ASME American Society of Mechanical Engineers, AWS American Welding Society, AISC American Institute of Steel Construction will be used where agreed upon in each case and applicable in the manufacture of the crane and crane units. Products of Seller's design and priginal manufacture will comply with applicable federal government occupational safety, noise, environmental, health and sanitation tandards. As related to Buyer's use of the products, Buyer is solely responsible for compliance of the products in their operation with my state or local laws, codes, rules or regulations, and for all necessary precautions and protections to insure the safety of persons, neluding when Sellers's products are used as a component of a larger installation.

. WARRANTY PERIOD

All sales, repair, inspection, test, rental service, modification or maintenance sold or serviced by the Seller is warranted to be free from defects of material and workmanship and to conform to any applicable drawings, specifications, or written documents approved by the Seller for a period of time as detailed below, or if different, such other period as included in Seller's quote:

Reconditioned components: as agreed to by the parties.

Recondition and/or standard motor rewind: one (1) year in service or 18 months from date of shipment, whichever occurs first.

New Product Sales: one (1) year in service or 18 months from date of shipment, whichever occurs first.

The above warranties shall be based on such equipment operating with competent supervision under normal load, usage and onditions. Seller's warranty excludes issues that arise from incorrect operation or improper maintenance, or external influences. WARRANTY - REPAIR, MODIFICATION, REBUILD

within the period specified above, the Seller receives from the Buyer written notice of any alleged defect or non-conformity and if he services provided are found by Seller not to be in conformity with this warranty (the Buyer having provided the Seller reasonable apportunity to perform any appropriate test thereon) the Seller will, at its option, correct such noncomity or supply a replacement hereof. This warranty shall only apply to parts repaired or replaced by the Seller. No separate warranty shall apply to repeated apparatus as a whole or to parts not repaired or replaced by the Seller. The Seller shall have the right to require the Buyer to deliver ny apparatus covered by this warranty to a designated service center and the Buyer shall pay both in-bound and out-bound ansportation charges, with Seller accepting only the direct and actual cost of apparatus repair or replacement as provided above.

C. EQUIPMENT, COMPONENT AND PARTS WARRANTY

If any of the equipment or component parts provided by the Seller shall prove defective in material and/or workmanship within the warranty period, Buyer shall immediately thereupon notify the Seller in writing of such defect. Where the defect is found by Seller to be covered hereunder, the Seller shall, at its option, modify, repair, supply a replacement part or refund the purchase price of said item. The Seller shall have the option to have the part returned to it, F.O.B. its factory, or to make such adjustment at the point of installation. The Seller shall invoice for all travel and labor involved. The Seller shall accept no responsibility if such item has been improperly operated or maintained or if Buyer has permitted any unauthorized modifications, adjustments and/or repairs to the part. Parts not manufactured by the Seller shall be covered by the warranty of the manufacturer or supplier thereof.

D. WARRANTY- INSPECTION, TEST, MAINTENANCE, CALIBRATION, CONSULTATION

The Seller warrants that these services will be provided in accordance with accepted industry practice. If any service fails to meet the foregoing warranty, the Seller shall duplicate the service to the same extent and on the same conditions as the original service rendered. E. REMANUFACTURED EQUIPMENT/COMPONENTS

All equipment components remanufactured by Seller will be warranted for a period of one (1) year from date of shipment. Repair of electronic boards will be warranted for a period of six (6) months from date of shipment.

F. NUCLEAR APPLICATIONS

NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER FROM ANY LIABILITY, COST OR EXPENSE ARISING OUT OF OR RELATING TO NUCLEAR MATERIAL AND CUSTOMER SHALL INCLUDE SELLER AS AN ADDITIONAL INSURED ON ANY POLICIES OF INSURANCE THAT COVER NUCLEAR DAMAGE OR LIABILITY AND SHALL WAIVE AND CAUSE ITS CARRIERS TO WAIVER SUBROGATION AGAINST SELLER UNDER SUCH POLICIES.

G. EXCLUSIVE WARRANTY
THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS, IMPLIED OR STATUTORYWARRANTIES, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL PARTICULAR FURTOSE. IN VIOLENTIALL THE SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DIAMAGES, OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING LOSS OF PROFITS ARISING IN CONNECTION WITH THIS AGREEMENT OR WITH THE USE OR INABILITY TO USE THE SERVICES FURNISHED UNDER THIS AGREEMENT. THE SELLER DOES NOT WARRANT THE DESIGN OF ANY EQUIPMENT, MATERIAL, COMPONENTS OR SERVICES OF OTHERS.

15. INSURANCE

Seller shall provide such insurance as is reasonable and customary for the work being provided and that is generally consistent with the coverage that Seller has provided to other customers for which it has performed similar work. Seller maintains the option to self-insure. As an alternative to additional insured designation if any, Seller's insurance may contain blanket contractual liability coverage. 16. SUBCONTRACTING

In providing the work, equipment and component parts hereunder, Seller reserves the right to subcontract the same to third partie 17. PATENT INFRINGEMENT

The Seller shall defend any suit or proceeding brought against the Buyer so far as the same is based on a claim that any apparatus of the Seller's design furnished hereunder or any part thereof, constitutes an infringement of any United States patents, if notified promptly in writing and given authority, information and assistance (at the Seller's expense) for the defense of the same and if such alleged infringement is not the result of a design or other special requirement specified by the Buyer as the result of the application or the use to which such apparatus is put by the Buyer or others. The Seller will pay all covered damages and costs awarded in such suit or proceeding against the Buyer. In case such apparatus or part is in such suit held to infringe any such patent and the use thereof is enjoined, the Seller shall at its expense either, at its option, (a) obtain for the Buyer the right to continue using such apparatus or part, or, (b) replace the same with non-infringing apparatus, or (c) modify the same so that it becomes non-infringing or, (d) remove said apparatus and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of the Seller to the Buyer for patent infringement.

18. TITLE

All scrap resulting from the work shall be the property of the Seller. The title and right of possession of equipment upgraded and modified under this contract shall remain with the Buyer, subject to any applicable lien rights of the Seller and to its right of sale in the event of non-payment as provided herein.

19. FORCE MAJUERE

19. FORCE MAJURE

Seller shall not be liable for any loss, damage, expense, cost, product failure, cover, non-performance, delay or breach caused or occasioned by acts of God or any governmental authority, labor disputes (including lockouts), unusual weather conditions, fire, flood, accident, unavailability of materials or components, or late delivery thereof, boycott, embargo, insurrection, riot, civil disturbance, war, ecified by Seller, or any other cause which is unavoidable or beyond Seller's reasonable exposure to conditions or processes not sp

20. DISCLAIMER OF DAMAGES

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Such damages which are disclaimed shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment, or lease of the equipment sold hereunder that Buyer shall secure for the Seller the protection afforded to it in this paragraph.

21. LIMITATION OF LIABILITY

The Seller shall not be liable for any loss, claim, expense or damage caused by, contributed to by or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. Seller's liability to Buyer on any claim or cause of action of any kind in contract, tort or otherwise, for any losses, costs, damages, expense, statutory violation, fine or penalty, loss of use, non-performance, exercise of cover or any breach or fault by Seller whatsoever, shall be limited to the purchase price paid by Buyer for the portion of the products or services allocable to the part, component or work out of which the claim arose. Any suit arising hereunder must be commenced within one (1) year from the date the cause of action accrues.

At the sole and exclusive election of Seller, any claim or controversy arising out of or relating to the transaction (s) between Seller and Buyer shall be settled by arbitration administered by the American Arbitration Association ("AAA") and judgment on the award rendered by the arbitrator (s) may be entered by any court or competent jurisdiction. The Arbitrator (s) shall be entitled to award the charges of the arbitrator (s) and the AAA to the prevailing party. Exclusive venue for any arbitration and for any court proceedings shall be as designated by Seller at the time of the action, and Buyer waives any defenses or objections to such venue and consents to

23. GOVERNING LAW, LIMITATION PERIOD AND FEES

These Terms and the transaction between Buyer and Seller shall be governed, interpreted and enforced in accordance with the laws of Colorado, without regard to its conflict of laws rules. No claim for breach of contract or warranty shall be asserted by Buyer in any court or arbitration proceeding after one year from the date the cause of action accrues. Seller shall be entitled to recover its reasonable attorneys' fees incurred in connection with collection of all or a portion and/or reasonable additional charges from Buyer.

24. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE

If Seller provides Buyer with assistance or advice which concerns any parts/products/service supplied hereunder or any system or equipment in which any such part/product/service may be installed and which is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Seller to any liability, whether based in contract, warranty, tort (including negligence) or otherwise

25 INTERPRETATION

Should any term or provision contained in the contract contravene or be invalid under applicable law, the contract shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared therein. All transactions covered by these terms and conditions shall be governed by the laws of the state of Delaware. This contract is not assignable by any party hereto; provided, however, that Seller may assign this contract to any purchaser of all or substantially all of Seller's business, whether by stock or asset sale, merger or any other similar transaction.

26. NO OTHER REPRESENTATIONS

There are no understandings, agreements, representations or warranties, either written or oral, relative to the goods that are not fully expressed in these Terms, which supersede or cancel any previous understanding or agreement between the parties with respect to the subject matter of the order. Any subsequent representation made by any person, including distributors, dealers, employees and representatives of Seller, which is inconsistent with or adds to these Terms shall not be binding on Seller unless approved in writing by

Rev4. 18 May 2018

Page 3 of 3



Keeping Industry in Motion

Quote

\$8,138,3

MOTION INDUSTRIES INC

111 PINE TREE INDUSTRIAL

PARKUNIT A

PORTLANDE 04102-1446 PHONE: 2078284727 FAX: 2078284728 **Date:** 10119120

Note: Due to recent volatility of raw materials, price and delivery are subject to change based on availability at time of order.

To:

TOWN OF OLD ORCHARD BEACH OOB WASTE WATER PLANT

24 MANOR ST OCEAN PARK

OLD ORCHARD BEACH, ME

PO: 125HP VFD QUOTE REL: MIKE HERSEY Quote Number: ME02 - 497298
Customer RFQ: 125HP VFD QUOTE
FOB: FOB ORG,FRT PP&ADD

EΑ

Quote Sent By: KEITH

Payment Terms:

1% 10 & 25TH NET 30

Delivery: STOCK NbE--\$S-N-G+eQ-

\$8.138.370

MOTOR FREIGHT

Description Manufacturer Quantity Unit Unit Price- Amount

04064

LINE ITEM: 001

ACS550-U1-157A-4 + B055 125HP VFD

DELIVERY IS 4 WEEKS

ITEMNO: 03462692

ABB DRIVES

DELIVERYDATE: 11/09/20

*EXACT DUPLICATE TO EXISTING 125HP ABB VFD

- 125HP VFD AT 480 VOLT INPUT
- NEMA 12 ENCLOSURE
- RATED FOR 157 AMPS

EA

ABB'S NEWESTDESIGN - EQUIVALENTIO THE EXISTING ACS550-U1-157A-4+B055

- :.-125HPVFD AT 480 VOL T INPUT
- -NEMA12ENCLOSURE
- RATED FOR 156 AMPS

BINER UNDERSTANDS AND AGREESIHATGOODSPRESENTED TO BINER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALLOF MOTION'S TERMS AND CONDMONS RELATED TO SALES. MOTION'S TERMS AND CONDMONS ARE AVAILABLE AT THE MOTION BRANCHOR AT WWW.MOT DNINDUSTRIESCOM. BINER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONF)RMBUYER'S AGREEMENT TO ALLOF MOTION TERMS AND CONDMONS.

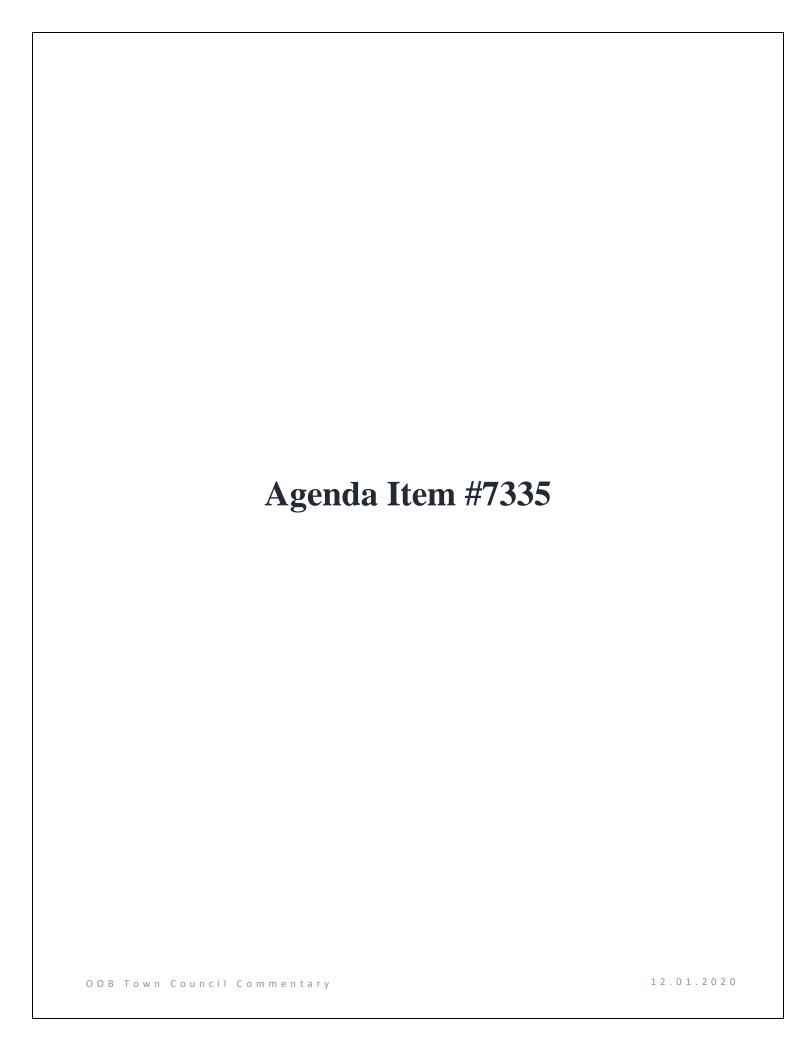
PAGE 1 of 2

OCN: ME02-497298

PO: 125HPVFD QUOTE

REL: MIKEHERSEY

10/19/20



FOR OFFICE USE ONLY
Check#
Amount\$



Application to Register Games of Chance

MGCU-5400

The application (to include the rules for the game(s)) and registration fees must be received by the Gambling Control Unit at least ten business days prior to the Game(s) of Chance requested

Games of Chance (Includes Raffles): \$15 Calendar Week (Monday through Sunday); \$60 Calendar Month; \$700 Calendar Year

Make check payable to <u>Treasurer</u>. Staie of Maine

Return the completed and signed application to:

Department of Public Safety Gambling Control Unit Central Maine Commerce Center 87 State House Station 45 Commerce Drive, Suite 3 Augusta. Maine 04333-0087 (207) 626-3900 - Office (207) 287-4356-Fax

	For what game(s) are you registering (please indicate number adjacent name and attach rules for the time(s)): Sealed Ticket Dice Wheel Pot of Gold (Daily/Weekly Pool) Raffle Other (Indicate Name of Game)	
2.	Organization Name: $\underline{\underline{-,1/,\underline{\pounds-j}_{II}}}$ $\underline{Y-=:>}_{\underline{i}}$ $\underline{70/:\underline{U}}$ $\underline{\underline{T}}$	
	Organization Number: \mathbf{j} , \mathbf{j} \mathbf{j} \mathbf{j} Federal Tax ID# (EIN): () /- \mathbf{C} : \mathbf{S} : 44 ! \mathbf{J} - \mathbf{C} \mathbf{j} /	
	Business Address: 76 Htlantic Hve. Old Orchard Band, ME 04064	
	City:State:ZipCode	
	Mailing Address: Same Phone: 934-9910	
	City:State:ZipCode:	
	Commander William Day 94 Sacothe, O.O.B. ME 04064 858-395-2424 6/2 NAME & TITLE QUATER Master ADDRESS CITY/ZIP PHONE DATE TERM EXPIRES	
,	MICHAEL ME IANIS 15 VINES Role SACO ME 04072 283-9357 6/21 NAME & TITLE ADDRESS CITY/ZIP PHONE ATE TERM EXPIRES NC;<1 ti, fan t	
	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	1 .
	NAME&IDLE ADDRESS CITY/ZIP PHONE DATE TE!Uvi EXPIRES	
4.	Location where Game of Chance is to be conducted:	
	76 Atlantic Ave, 2,0,B ME 04064 ADDRESS CITY/ZIP	
M	GCU-5400 Page 214	

Revised 08/01/2019

5.	Person responsible for the conduct of the Game(s) of Chance:
	William Day 858-395-2424 DAYTIME PHONE & EVENING PHONE
	E-Mail Address: $\frac{1/rill}{1.79q7} = \frac{0(1, f; l')a / l'}{0(1, f; l')a / l'}$
6.	Circle the day(s) of the week you will be conducting Game of Chance:
	Mon Tue Wed Thu Fri Sat Sun
7.	What time do the doors open?What time does the game start?
8.	Dates - Please specify weeks (Monday through Sunday), full calendar months or calendar year. I !!!
4	January 2021 to December 202
9.	Does the organization own all the equipment used in operating the Game of Chance? Yesl:12r NoO If "NO", Attach a sheet of paper to this application explaining the circumstances under which the equipment was acquired. Please write your organization name and number on the sheeL
10.	Has any current officer of this organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?
	Yes No[:f
	If "YES" attach a sheet of paper to this application providing the person's name, address, and date and place of conviction or date and location of pending charge. Please write your organization name and number on the sheeL
11.	Does the organization have any delinquent/outstanding Disposition of Funds Reports? YesO Nocg/'
	If "YES" include all reports with this application. If the reports are not included, this application is considered incomplete.
	GCU-5400 rised 08/01/2019

- **12. Fair Association Only:** Attach a list of the names and home addresses of the persons operating or assisting in the registered activity. Please write your organization name and number on the list.
- 13. Rames Only:

Specify the charitable purpose(s) that the proceeds of the raffle will benefit:

List the prize(s) and the value of the prize(s) to be awarded: If more space is needed attach a sheet of paper to this application listing the information. Please write your organization name and number on the sheet.

14. The applicant agrees to obey Federal, State of Maine laws, and rules governing Games of Chance promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed.

Print Name: $W//(Z_QW_1J_U_1)$

Title: <u>Commander</u>

Date: <u>//-//c-20</u>

Age I8 or older: Yesef

esef NoO