

**TOWN OF OLD ORCHARD BEACH
TOWN COUNCIL MEETING
Tuesday, January 15, 2019
TOWN HALL CHAMBERS
6:30 p.m.**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, January 15, 2019. Chair Thornton opened the meeting at 6:32 p.m.

The following were in attendance:

Vice Chair Shawn O'Neill
Councilor Kenneth Blow
Councilor Jay Kelley
Councilor Michael Tousignant
Town Manager Larry Mead
Assistant Town Manager V. Louise Reid

Absent: Chair Joseph Thornton

CHAIR: I ask for motion to add Agenda Item #7308 following Agenda Item #7304

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Add Agenda Item #7308 following Agenda Item #7304: Discussion with Action: Amend the Special Event Permit, approved on January 16, 2018, for the Recreation Department, to hold their annual Frozen 4-Miler Road Race, by approving a second snow date of Sunday, February 10, 2019.

VOTE: Unanimous.

ACKNOWLEDGEMENT:

ASSISTANT TOWN MANAGER: Pat Brown and I as Facilitator and Chair of the Community Friendly Connection attended this morning in Augusta a session in which Governor Mills signed the Senior Housing Bond Bill. This is a bond that will protect Maine's fiscal health. 69% of the voters approve the referendum for the Bond and Affordable housing advocates and developers estimated that Maine faces a shortage of 9,000 affordable homes for seniors. The \$15 million dollar bond will help finance construction of 225 units of affordable senior housing units. It is hoped to use "internal transfers" to free up \$500,000 for weatherization and repair projects before the full bond package can be sold. Sales of the full bond package usually appear on the bond market in the spring and fall. Thanks to OOB365 for the activities welcoming in the New Year and to all those who participated on New Year's Day in the Lobster Dip.

ACCEPTANCE OF MINUTES: Accept the Town Council Minutes of December 4, 2018 as Amended; and Town Council Minutes of December 18, 2019.

MOTION: Councilor Kelley motioned and Councilor Tousignant seconded to Accept the Town Council Minutes of December 4, 2018 as Amended; and Town Council Minutes of December 18, 2019.

VOTE: Unanimous.

GOOD & WELFARE:

PRESENTATION:

Fiscal Year 2018 Audit by RHR Smith & Company

**BELOW IS THE 2018 AUDIT REPORT THAT WAS PRESENTED BY RHR SMITH AT THE
TUESDAY, JANUARY 15, 2019 TOWN COUNCIL MEETING.**



Proven Expertise & Integrity

January 9, 2019

Town Council
Town of Old Orchard Beach
Old Orchard Beach, Maine

We were engaged by the Town of Old Orchard Beach and have audited the financial statements of the Town of Old Orchard Beach as of and for the year ended June 30, 2018. The following information, statements, schedules and tables have been excerpted from the 2018 financial statements, a complete copy of which, including our opinion thereon, will be available at the Town's office. Certain comparative information has been used from prior year audited financial statements. The information contained in this report should be used in conjunction with the audited financial statements as a whole and should not be used for any other purposes.

It has been our pleasure to work with the Town of Old Orchard Beach and we appreciate all the help and consideration provided by the Town's staff. If you have any questions or concerns please do not hesitate to contact us.

RHR Smith & Company

Certified Public Accountants

Town of Old Orchard Beach, Maine

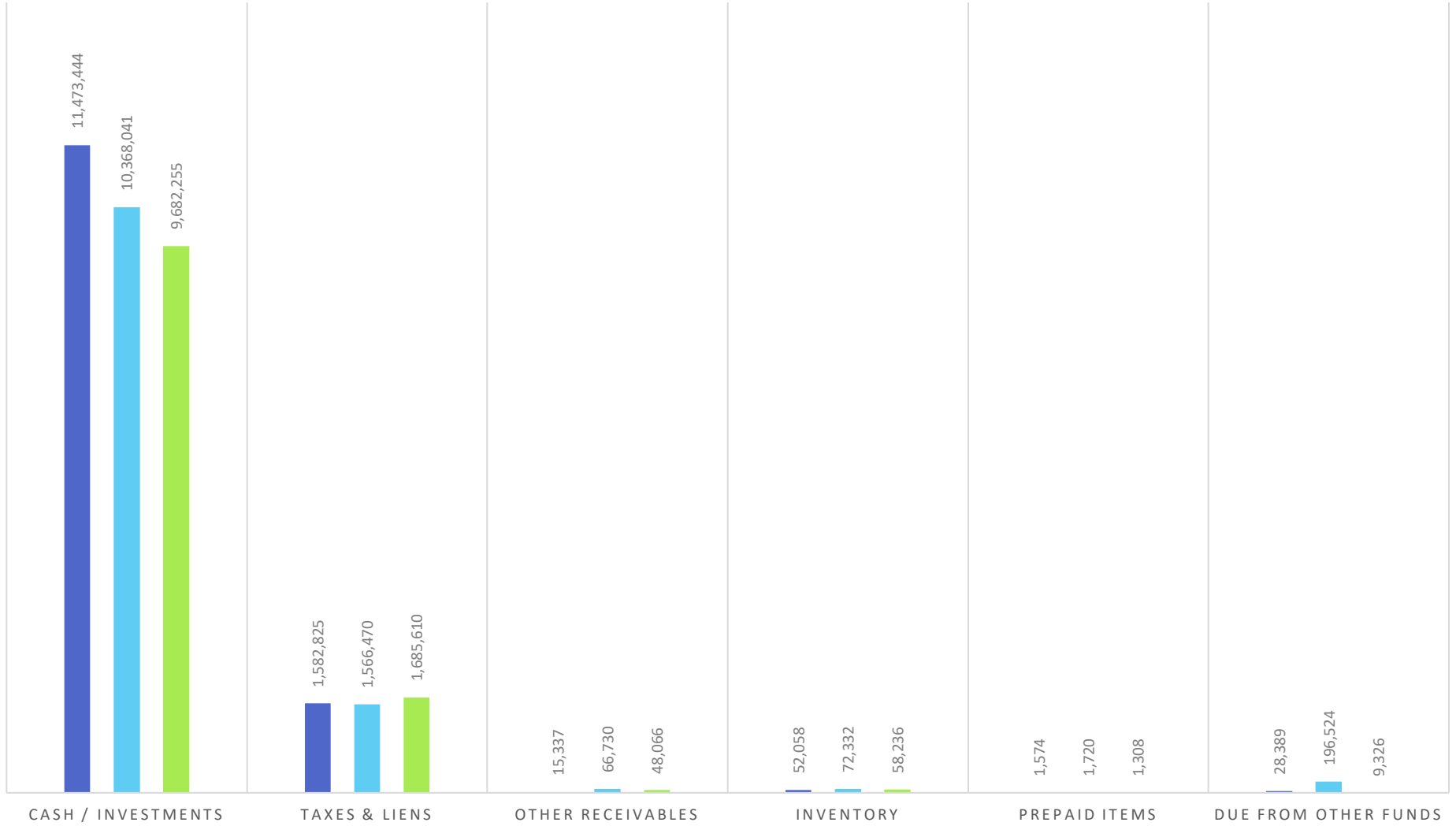
Balance Sheet – Governmental Funds
June 30, 2018

	General Fund	Other Governmental Funds	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 8,566,611	\$ -	\$ 8,566,611
Investments	2,906,833	-	2,906,833
Accounts receivable (net of allowance for uncollectibles):			
Taxes	971,542	-	971,542
Tax liens	611,283	-	611,283
Other	15,337	82,415	97,752
Inventory	52,058	-	52,058
Prepaid items	1,574	-	1,574
Due from other funds	28,389	3,520,824	3,549,213
TOTAL ASSETS	<u>\$ 13,153,627</u>	<u>\$ 3,603,239</u>	<u>\$ 16,756,866</u>
LIABILITIES			
Accounts payable	\$ 415,322	\$ 2,794	\$ 418,116
Accrued payroll and related liabilities	184,087	-	184,087
Other liabilities	432,666	-	432,666
Due to other funds	3,520,824	28,389	3,549,213
TOTAL LIABILITIES	<u>4,552,899</u>	<u>31,183</u>	<u>4,584,082</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred revenue - property taxes	1,548,719	-	1,548,719
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>1,548,719</u>	<u>-</u>	<u>1,548,719</u>
FUND BALANCES			
Nonspendable	53,632	-	53,632
Restricted	-	249,618	249,618
Committed	-	3,350,626	3,350,626
Assigned	600,000	2,526	602,526
Unassigned	6,398,377	(30,714)	6,367,663
TOTAL FUND BALANCES	<u>7,052,009</u>	<u>3,572,056</u>	<u>10,624,065</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	<u>\$ 13,153,627</u>	<u>\$ 3,603,239</u>	<u>\$ 16,756,866</u>

Town of Old Orchard Beach, Maine

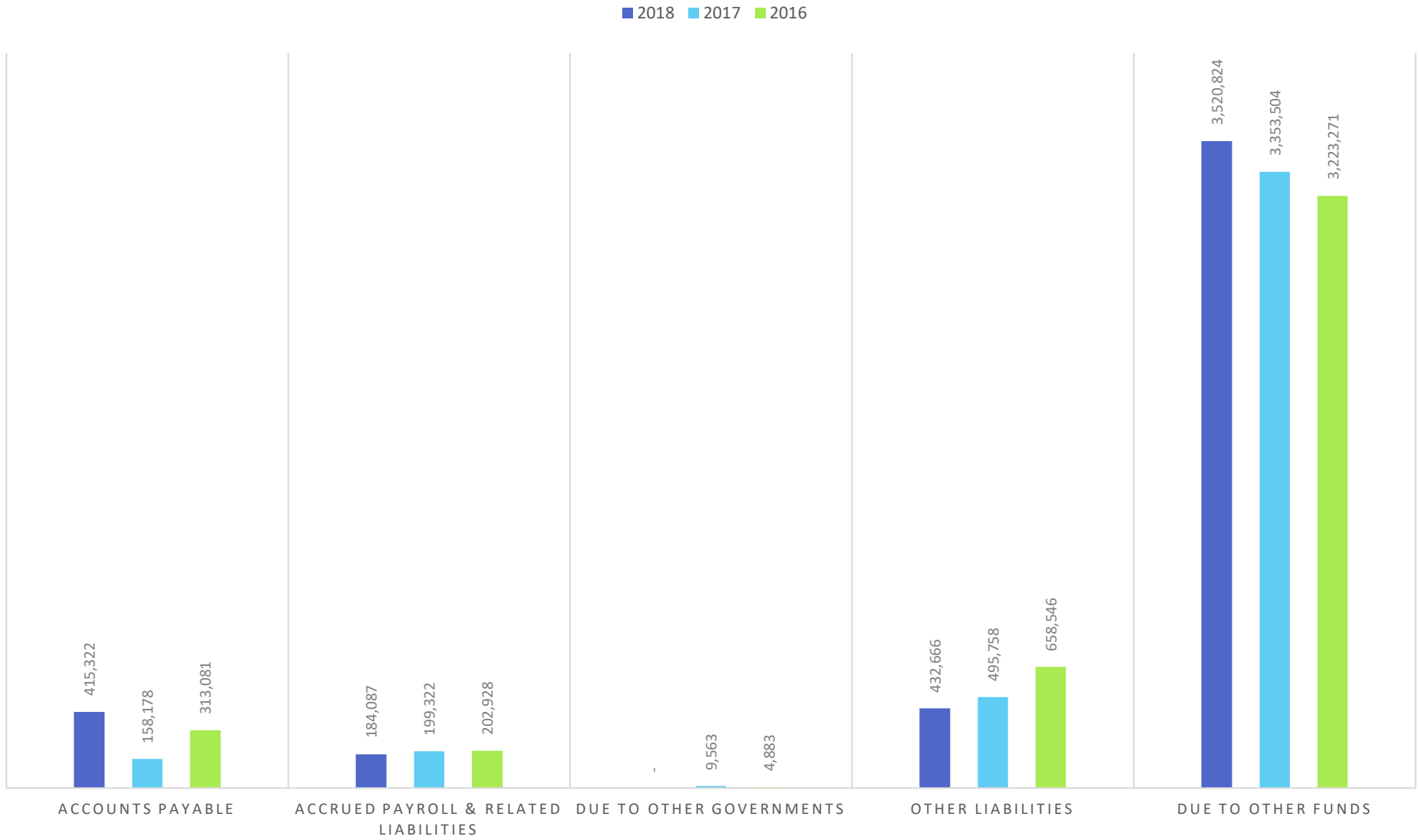
General Fund Assets
Three-Year Comparison

■ 2018 ■ 2017 ■ 2016

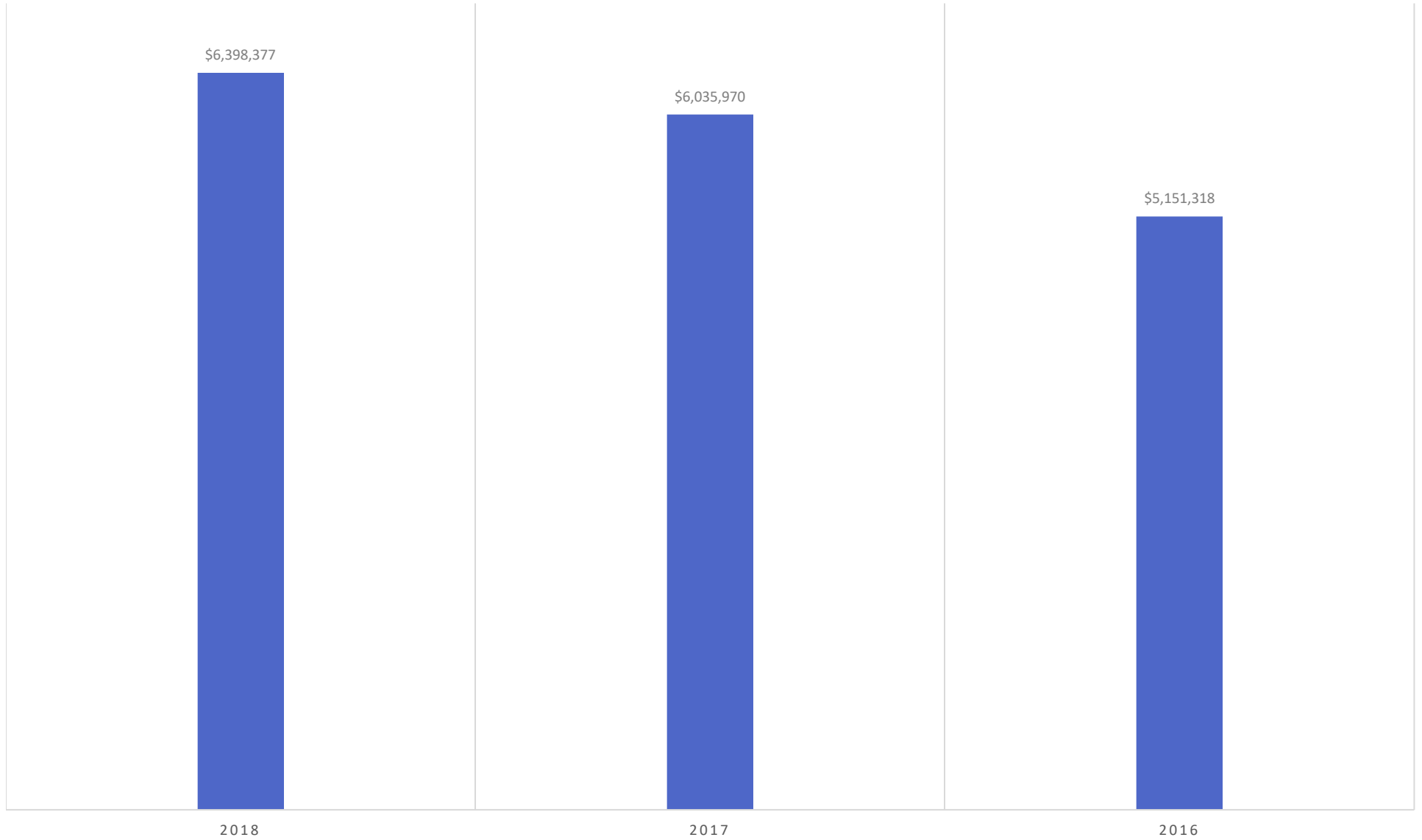


Town of Old Orchard Beach, Maine

General Fund Liabilities
Three-Year Comparison

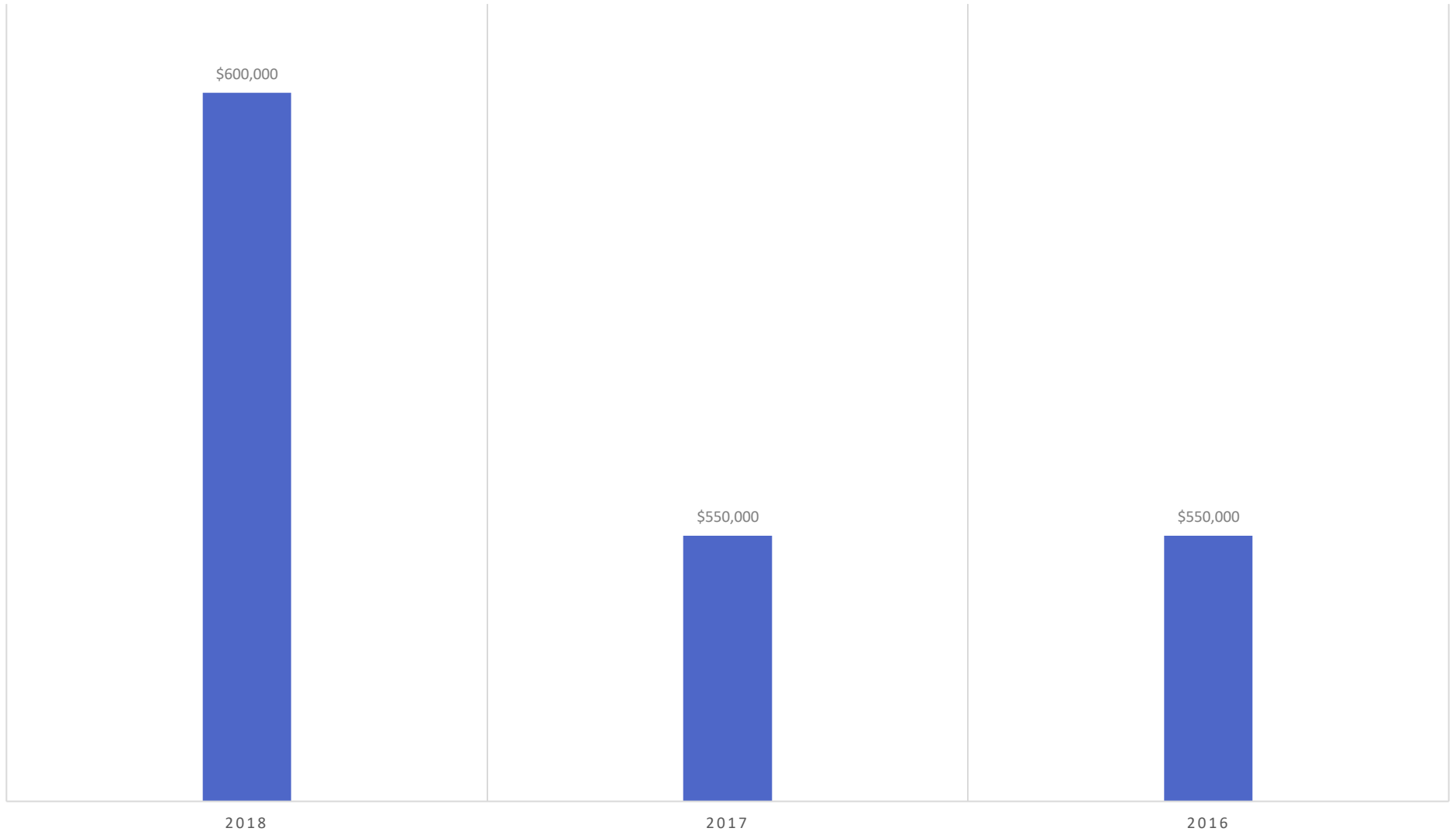


Town of Old Orchard Beach, Maine
General Fund – Unassigned Fund Balance



Town of Old Orchard Beach, Maine

General Fund – Restricted / Committed / Assigned Fund Balance



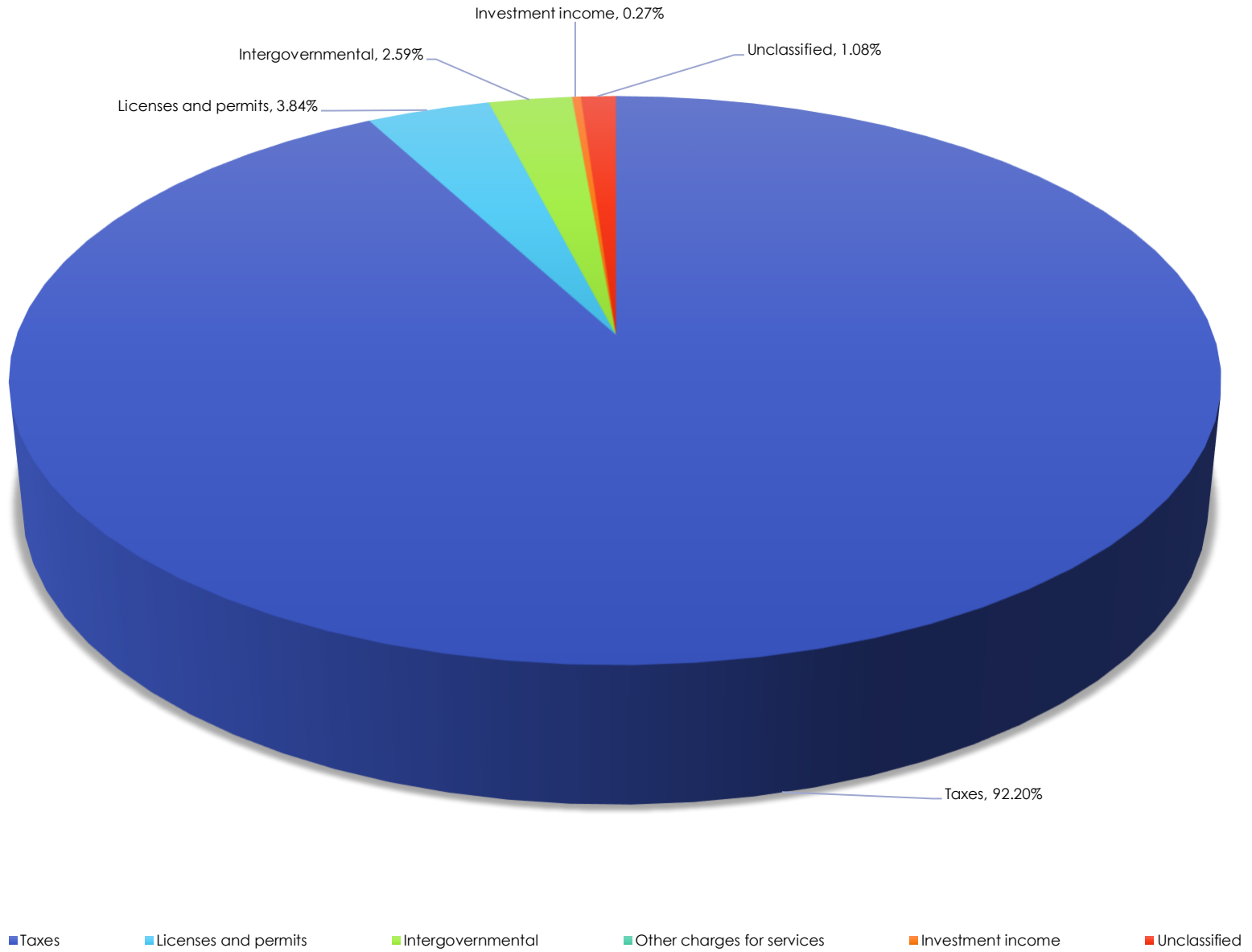
Town of Old Orchard Beach, Maine

Budget to Actual Comparison Schedule
Governmental Funds
June 30, 2018

	Budgeted Amounts		Actual Amounts	Variance Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1, Restated	\$ 6,593,149	\$ 6,593,149	\$ 6,593,149	\$ -
Resources (Inflows):				
Taxes	26,968,008	26,968,008	27,112,075	144,067
Licenses and permits	1,090,000	1,090,000	1,130,491	40,491
Intergovernmental	814,500	762,269	762,742	473
Unclassified	30,000	30,000	318,783	288,783
Interest earned	45,000	45,000	80,257	35,257
Transfers in	703,000	703,000	703,000	-
Amounts Available for Appropriation	<u>36,243,657</u>	<u>36,191,426</u>	<u>36,700,497</u>	<u>509,071</u>
Charges to Appropriations (Outflows):				
General government	4,709,986	4,711,664	4,494,925	216,739
Public works	1,562,921	1,631,715	1,555,768	75,947
Sanitation	1,699,324	1,717,445	1,707,716	9,729
Public safety	5,056,402	5,125,079	4,988,436	136,643
Recreation, culture and agencies	733,078	743,278	712,943	30,335
Health and welfare	84,704	85,739	78,213	7,526
Education	12,244,148	12,244,148	12,170,868	73,280
County tax	957,300	957,300	961,670	(4,370)
Tax abatements/overlay	25,000	227,814	23,756	204,058
Debt service:				
Principal	930,600	930,600	930,580	20
Interest	339,500	290,072	278,950	11,122
Equipment replacement	433,118	410,618	394,726	15,892
Transfers out	1,328,700	1,328,700	1,349,937	(21,237)
Total Charges to Appropriations	<u>30,104,781</u>	<u>30,404,172</u>	<u>29,648,488</u>	<u>755,684</u>
Budgetary Fund Balance, June 30	<u>\$ 6,138,876</u>	<u>\$ 5,787,254</u>	<u>\$ 7,052,009</u>	<u>\$ 1,264,755</u>
Utilization of unassigned fund balance	<u>\$ 550,000</u>	<u>\$ 550,000</u>	<u>\$ -</u>	<u>\$ (550,000)</u>
	<u>\$ 550,000</u>	<u>\$ 550,000</u>	<u>\$ -</u>	<u>\$ (550,000)</u>

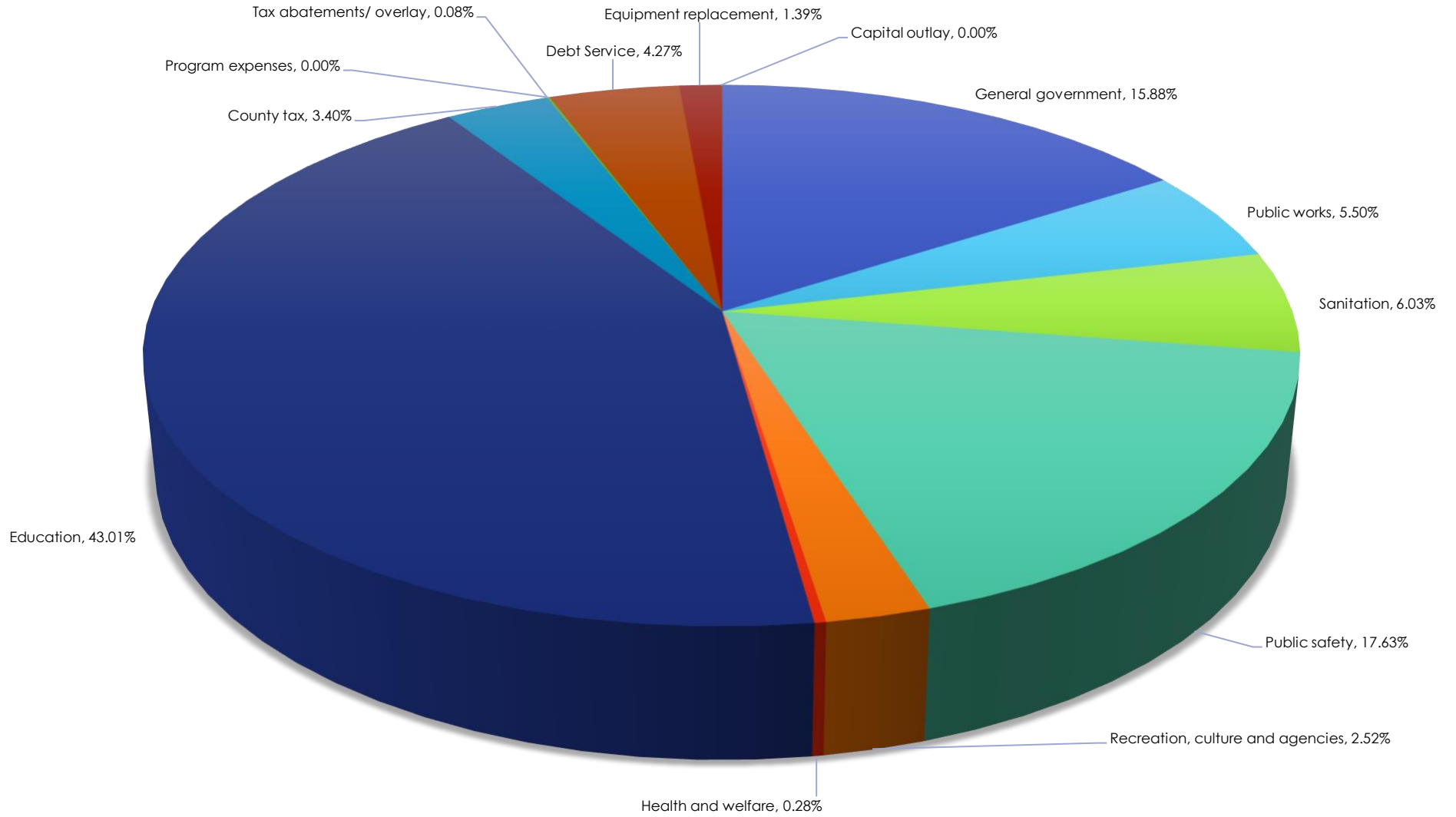
Town of Old Orchard Beach, Maine

General Fund Revenues - 2018



Town of Old Orchard Beach, Maine

General Fund Expenditures - 2018



■ General government
■ Health and welfare
■ Debt Service

■ Public works
■ Education
■ Equipment replacement

■ Sanitation
■ County tax
■ Capital outlay

■ Public safety
■ Tax abatements/ overlay

■ Recreation, culture and agencies
■ Program expenses

Town of Old Orchard Beach, Maine

Comparison Schedule – Revenues and Expenditures
General Fund
Two Years Ending June 30, 2018 and 2017

REVENUES:		2018		2017
Taxes	93.21%	27,112,075	92.3%	26,132,856
Licenses and permits	3.89%	1,130,491	3.6%	1,013,177
Intergovernmental	2.62%	762,742	3.9%	1,092,769
Investment income	0.28%	80,257	0.2%	48,449
Unclassified	1.10%	318,783	0.1%	20,151
	100.00%	29,085,565	100.0%	28,307,402

EXPENDITURES

General government	15.88%	4,494,925	15.4%	4,183,561
Public works	5.50%	1,555,768	5.3%	1,442,199
Sanitation	6.03%	1,707,716	6.4%	1,743,000
Public safety	17.63%	4,988,436	17.8%	4,823,825
Recreation, culture and agencies	2.52%	712,943	2.5%	683,842
Health and welfare	0.28%	78,213	0.3%	77,962
Education	43.01%	12,170,868	43.8%	11,871,271
County tax	3.40%	961,670	3.4%	933,175
Tax abatements/ overlay	0.08%	23,756	0.0%	3,709
Debt Service	4.27%	1,209,530	4.0%	1,085,447
Equipment replacement	1.39%	394,726	0.9%	252,652
	100.0%	28,298,551	100.0%	27,100,643

Town of Old Orchard Beach, Maine

Schedule of Nonmajor Revenues, Expenditures and
Changes in Fund Balances
For The Year Ended June 30, 2018

	Special Revenue Funds	Capital Projects Funds	Total Nonmajor Governmental Funds
REVENUES			
Intergovernmental revenue	\$ 224,855	\$ -	\$ 224,855
Charges for services	903,030	-	903,030
Other income	114,660	-	114,660
TOTAL REVENUES	<u>1,242,545</u>	<u>-</u>	<u>1,242,545</u>
EXPENDITURES			
Administration	141,753	-	141,753
Public safety	41,925	-	41,925
Recreation, culture and agencies	235,952	-	235,952
Program expenses	241,944	-	241,944
Capital outlay	14,717	1,631,556	1,646,273
TOTAL EXPENDITURES	<u>676,291</u>	<u>1,631,556</u>	<u>2,307,847</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>566,254</u>	<u>(1,631,556)</u>	<u>(1,065,302)</u>
OTHER FINANCING SOURCES (USES)			
Proceeds from long term debt	-	857,000	857,000
Transfers in	12,000	1,316,700	1,328,700
Transfers (out)	(503,000)	(200,000)	(703,000)
TOTAL OTHER FINANCING SOURCES (USES)	<u>(491,000)</u>	<u>1,973,700</u>	<u>1,482,700</u>
NET CHANGE IN FUND BALANCES	75,254	342,144	417,398
FUND BALANCES - JULY 1	<u>1,141,500</u>	<u>2,013,158</u>	<u>3,154,658</u>
FUND BALANCES - JUNE 30	<u>\$ 1,216,754</u>	<u>\$ 2,355,302</u>	<u>\$ 3,572,056</u>



Proven Expertise and Integrity

January 7, 2018

Town Council
Town of Old Orchard Beach, Maine
1 Portland Road
Old Orchard Beach, Maine 04064

In planning and performing our upcoming audit of the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Town of Old Orchard Beach, as of and for the year ended June 30, 2018, in accordance with auditing standards generally accepted in the United States of America, we considered the Town's internal control. We did so to determine our auditing procedures for expressing an opinion on the financial statements, but not for expressing our opinion on the effectiveness of the Town of Old Orchard Beach, internal control over financial reporting or compliance.

During our audit, we became aware of several matters referred to as "management letter comments" that offer opportunities for strengthening internal control and improving operating efficiencies of the Town of Old Orchard Beach and the following pages summarize our comments and suggestions on those matters.

This report is intended solely for the information and use of the Town Council, management, others within the entity and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

These matters do not modify our opinion on the financial statements for the year ended June 30, 2018, where we expressed an unmodified opinion on our independent auditors' report dated January 8, 2019.

Police Department

While performing the audit for the above mentioned year end, it was noted that the police department collects monies for various Town business, including parking fees. It was noted that the police department accounts for the fees on a cash basis, the remaining outstanding funds had not been communicated with the finance department previously. It was noted that outstanding tickets through 2016 had been sent to collections, the current balance as of the date of fieldwork in collections approximated \$300,000. Parking fees for 2017 had yet to be sent to the collection agency and 2018 fees had not been entered into the client's computer system at the time of field work.

We recommend all fees paid and unpaid are made known to the finance department. This could be implemented by allowing the finance department to remotely access the police department accounting system or submitting monthly report of all current financial information. Furthermore, we recommend entering parking fees into the software each day to ensure system reflects current balances.

Rescue Department

While performing the audit for the above mentioned year end, it was noted that the rescue billing department does not have any written fiscal policies or procedures. The current fiscal process did not appear to have structure regarding billing, reconciling payments made by third parties, outstanding checks and overpayments due back to patients. It was also noted, that there are no other employees who are able to access the billing software or who can perform any of the day to day duties of the rescue billing clerk. Rescue billings were found to have been recorded by the finance department on a cash basis, with the remaining incurred receivable and prior outstanding amounts not reported to the finance department exceeding \$600,000. Many of these balances are deemed uncollectable and have just not been written off.

We recommend that additional access of the billing software be granted to a designated person in charge of overseeing the rescue billing department as well as remote access for the finance department. Furthermore, the department should implement written policies and procedures to reduce internal control risk. We also recommend that monthly statements be provided to the finance department, including list of any outstanding payables and receivables, write-offs, and current balances.

Allowance for Doubtful Accounts

While performing the audit for the above mentioned year, it was noted that the Town does not currently estimate allowance for doubtful accounts for the police and rescue department.

We recommend that an agreed upon percent of accounts receivable (using industry averages) in the rescue and police departments be determined to ensure proper disclosure of all material accounts receivable until accounts are written off.

We would like to thank Diana, and all the staff at the Town of Old Orchard Beach for their cooperation throughout this process.

If there are any questions regarding this letter, please do not hesitate to call.

Very Best,

RHR Smith & Company

RHR Smith and Company, CPAs

BUSINESS LICENSES AND APPROVAL:

CHAIR: I open this Public Hearing at 6:50 p.m.

Reynolds Properties, LLC (205-13-2), 35 Portland Avenue, two year round rentals.

CHAIR: I close this Public Hearing at 6:50 p.m.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the business license as read.

VOTE: Unanimous.

PUBLIC HEARING LIQUOR LICENCE PERMITS AND APPROVAL:

Golan Inc. dba/Coastal Convenience (306-26-4-A), 34 A Saco Avenue, m-v – Restaurant/Lounge – Convenience Store.

CHAIR: I close this Public Hearing at 6:51 p.m.

MOTION: Councilor Kelly motioned and Councilor Blow seconded to Approve the liquor license as read.

VOTE: Unanimous.

TABLED AGENDA ITEM # 7294

TABLED ITEM: # 7294 Discussion with Action: Amend the Town of Old Orchard Beach Code of Ordinances, Section 54-187, Restrictions and Prohibitions, amending Parking on West Grand Avenue removing the parking on the ocean side from Staples Street to Fourth Street from September 15th to May 1st each year.

BACKGROUND:

This agenda item was presented at the December 18th Council meeting but Councilor Tousignant requested that it be tabled till all Councilors were in attendance.

In 1996 the Town Council authorized parking on the ocean side of West Grand Avenue from Fourth Street to lower Staples Street. Parking is currently allowed there from Labor Day until April 1st. For several years, and because the season had expanded, that particular area has become increasingly congested, especially on weekends as well as during the week, particularly if it is good weather. The Motels adjacent to this location stay open longer and their parking lots, which run adjacent to West Grand Avenue, create a situation where their guest's vehicles are parked very close to the edge of the roadway as it is; and in some cases actually encroach out into the roadway. With vehicles parked on West Grand Avenue it creates a very narrow path for two lanes of traffic to safely navigate their way through. There have been several minor accidents over the years involving car mirrors being hit because it is so narrow. During the winter months there have been issues with congestion because of the snow banks. Typically this problem only exists on weekend nights or holidays when the Brunswick is open. On several occasions we were not able to allow participants of the Lobster Dip to park because of the snow. They typically were aware of

this and made arrangements in nearby lots to park. The Chief has spoken with the Public Works Director who's preference for plowing purposes would be that vehicles not be allowed to part in that area. It is felt that the Brunswick is the only year-round business that would be affected by this proposed change and the Brunswick personnel are aware of the proposal.

Council discussed the September 15th date and the Chief of Police and the Council agreed that October 15th would be more workable and sensible and so the decision was made to have October 15th as the end date.

**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 4th, 2018 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, amending Section 54-187, Restrictions and Prohibitions, amending West Grand Avenue, by adopting the underscored language and deleting the strikethrough as follows:

West Grand Avenue. No vehicle shall be parked on either side of West Grand Avenue from Old Orchard Street to the Saco Line, except that parking shall be allowed on the ocean side of West Grand Avenue from Ocean Avenue to Pavia Avenue. Also, thirty-minute parking shall be allowed on the ocean side from Union Avenue to Ocean Avenue Loading and unloading only may be permitted within 50 feet of commercial establishments if not in conflict with other provisions of this chapter. Signs shall be erected and will define such areas at the designation of the chief of police. ~~Parking shall be allowed on the ocean side of West Grand Avenue from Staples Street to Fourth Street commencing on September 15 and ending on May 1 of each year.~~

MOTION: Councilor Blow motioned and Council Kelley seconded to Amend the Town of Old Orchard Beach Code of Ordinances, Section 54-187, Restrictions and Prohibitions, amending parking on West Grand Avenue removing the parking on the ocean side from Staples Street to Fourth Street from October 15th to May 1st each year.

VOTE: Unanimous.

TOWN MANAGER'S REPORT:

FEMA FLOOD MAPS: The Town was informed last week that the proposed new Flood Maps would not be introduced in 2019 because of the unresolved appeals filed by Old Orchard Beach and six other coastal communities. The Town Manager wanted to encourage property owners whose properties are proposed in the draft maps to be added to a Flood Zone to take this additional time to investigate obtaining Flood insurance ahead of the effective date of the new maps. This delay does not mean that the new maps are not going to be arriving. There is a huge difference in the cost of Flood insurance between properties not currently in a Flood Zone and properties that are in a Flood Zone, thousands of dollars worth of difference. So again, don't wait. If your property is proposed to be added to a Flood Zone take steps now to acquire Flood Insurance.

PROPERTY TAX RELIEF: We are introducing 2019/2020 tax year a new program that can reduce property taxes for many residents who are 70 years of age and older and who have lived in Old Orchard Beach as year round residents for a least the past ten years.

HOMESTEAD EXEMPTION; With respect to property taxes, the Town Manager wanted to take this time to remind residents who own their own home and whose primary residence is in Old Orchard Beach about the Homestead Exemption. This property tax relief program that is available to any homeowners who are full time residents, regardless of age or income. Under the Homestead Program your tax bill is reduced by just over \$300. This can be a significant savings for many of our homeowners; 10% for homes valued at \$200,000. For those who own a Mobile Home the Homestead Exemption could be a savings of as much as 50% of your tax bill. So if you are a year round homeowner and don't think you are receiving the Homestead Exemption, please call the Assessor's Office at the Town Hall to ask about the program. To qualify for the upcoming tax year you have to file an application no later than April 1st. So keep that date in mind, April 1, 2019. This is a onetime application as long as you continue to live at the same property, not something that needs to be done each year. The Town Manager congratulated Employee Gidgette Thomson of our Finance Department for completing the required courses and training to obtain her Tax Collector Certification from the Maine Tax Collector's Association. Job well done, Gidgette.

NEW BUSINESS:

7297 Discussion with Action: Re-Appoint Francis Manduca and Ray Deleo as Regular Members of the Design Review Committee, terms to expire 12/31/20; Re-Appoint Kimbark Smith as a Regular Member of the Conservation Commission, term to expire 12/31/21; Re-Appoint Reza Namin as a Regular Member of the Finance Committee, term to expire 12/31/20 and Appoint Terry Block as a Regular Member, term to expire 12/31/20; Re-Appoint Marc Guimont, Linda Mailhot and Winthrop Winch as Regular Members of the Planning Board, terms to expire 12/31/20 and Re-Appoint Mark Koenigs as an Alternate Member, term to expire 12/31/20; Re-Appoint Mikaela Nadeau as a Regular Member of the Zoning Board of Appeals, term to expire 12/31/21; Re-Appoint Tina Kelly as the Citizen Member and Marc Bourassa as the Business Member of the Business License Administrative Board, terms to expire 12/31/20; Re-Appoint Robin Dube and Francis Manduca as Regular Members of the Board of Assessment Review, terms to expire 12/31/21; Re-Appoint Margaret Bayles, Debbie Anischik and Joseph Gilbert as a Regular Members of the Community Animal Watch Committee, terms to expire 12/31/20; Re-Appoint Jason Webber as a Regular Member of the Comprehensive Plan Committee, term to expire 12/31/19; Re-Appoint Jerome Plante, Robin Dayton and W. Victor Gould as Regular Members of the Ballpark Commission, term to expire 12/31/21 and Appoint Pat McDonald as a Regular, Non-Resident Member, term to expire 12/31/21.

Councilor Kelley requested that the Re-Appointment of Marc Guimont be considered separately. The Chair also requested that the Re-Appointment of Robin Dayton as a Regular Member of the Ballpark Commission be considered separately as well.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to consider the Re-Appointment separately.

VOTE: Unanimous.

Discussion continued and Councilor Kelley indicated that with there already being two other members from Ocean Park that it might serve the community better to have someone from Old Orchard Beach itself and that Marc was the last of the three to be appointed. Mark's involvement in community projects has always been appreciated. The Town Manager asked that Robin Dayton's name be removed from the motion and that he would read her letter into the Minutes.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Remove the Re-Appointments of Marc Guimont and Robin Dayton and Approve the Appointments and Re-Appointments as read.

VOTE: Unanimous.

January 11, 2019

Town of Old Orchard Beach
Mr. Larry Meade, Town Manager
Members of the Town Council
1 Portland Avenue
Old Orchard Beach, ME 04064

Dear Larry,

With sincere apologies for the late notice, please withdrawal my application for another term to serve on the Ballpark Commission. We all know, this is a crucial time for the continued success of the ballpark. The need to raise funds for the continued improvement of the facility is, in my opinion, paramount to all else. For this reason, I have accepted a position to serve on the Board of the Friends of the Ballpark. I look forward to this New Year, to serving the FOB, and working with you and the Town Council to help the ballpark continue to improve and grow for all Old Orchard Beach residents and guests. As always, thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Robin M. Dayton".

Robin M. Dayton



Old Orchard Beach Ballpark Commission Memorandum

To: Old Orchard Beach Town Manager
Old Orchard Beach Town Clerk
Old Orchard Beach Town Council

From: Old Orchard Beach Ballpark Commission

Date: January 14, 2019

Subject: Approval Recommendations of Ballpark Commissioner Applications

On Monday, January 14, 2019 the Ballpark Commission completed a final review of 4 applications for appointment to the Ballpark Commission submitted by the following individuals:

W. Victor Gould, Jr.
Jerome G. Plante
Pat McDonald
Robin Dayton

Mr. Gould, Mr. Plante and Ms. Dayton are all current commissioners whose terms expired on December 31, 2018.

Mr. McDonald is a new applicant and resides in Biddeford. He will become the second non-OOB Resident on the commission if approved by the Town Council. (Two non-OOB Residents are permitted on the Ballpark Commission under the Ballpark Ordinance Sec. 2-398.)

The Commission reviewed each application and in the case of Mr. McDonald his resume was available for review and Mr. McDonald was at the November 27, 2018 meeting to talk to the Commission and answer any questions that were asked. He is a former baseball player and coach, a long-time sports writer and has experience with public relations. He is currently employed by the Journal Tribune as a sports writer and his goals as a commissioner are to “Help the Ballpark attract more events and visitors”. With his background and contacts, we believe Mr. McDonald would be an excellent resource to have on the Ballpark Commission.

The Ballpark Commission has voted to recommend that the Old Orchard Beach Town Council approve the appointments as indicated in the table below:

Applicant	Approval Recommendation
W. Victor Gould, Jr.	Approved (4-0 vote)
Jerome G. Plante	Approved (4-0 vote)
Pat McDonald	Approved (4-0 vote)
Robin Dayton	NOT Approved (4-2 vote)

Respectfully Submitted,
John Gallo
Ballpark Commission Chair

NEW BUSINESS:

7298 Discussion with Action: Approve the Purchase of Steel Overlay for the Wastewater Department Bay Floor from Gorham Machine, in the amount of \$5,600, from Account Number 20161-50330 – Wastewater Equipment Replacement, with a balance of \$16,781.45.

BACKGROUND:

Subject: Steel for Sludge Bay Floor

The Sludge Bay Floor has been worn down due to the repeat process of removing the roll-off container. In order to make the removal a smoother process the Department is requesting to purchase steel plates as an overlay. Two quotes were received. One quote from Gorham Machine, in the amount of \$5,600; and one quote from American Steel, in amount of \$5,457. Gorham Machine is offering to deliver the required amount in five (5) pieces while American Steel in seven (7) pieces. The foreman would prefer fewer pieces for less welding. Gorham Machine does all the fabrication for the Department. This purchase was approved in the FY19 budget discussions.

Recommendation: Approve quote from Gorham Machine.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the Purchase of Steel Overlay for the Wastewater Department Bay Floor from Gorham Machine, in the amount of \$5,600, from Account Number 20161-50330 – Wastewater Equipment Replacement, with a balance of \$16,781.45.

VOTE: Unanimous.

Gorham Machine and Fabrication
 22 Jenna Dr
 Gorham, ME 04038
 P 207-839-0471
 F 207-839-2051
 C 207-712-3690

Quote

Date	Quote #
1/4/2019	23

Name / Address
OOB Waiste Treatment

			Project
Description	Qty	Rate	Total
Steel dumpster floor 10' x 34' x 1/2" plate in 5 sections and delivered.	1	5,600.00	5,600.00
		Total	55,600.00



American Steel and Aluminum
 115 Wallace Avenue
 South Portland, ME 04106
 Voice: 207-772-4641
 Fax: 207-772-0359

QUOTATION

SOLD TO: **OLD ORCHARD, TOWN OF**
 ONE PORTLAND AVE.
 OLD ORCHARD ME 04064

Please Expect 1 of 1 Pages

SHIP TO: **TOWN OF OLD ORCHARD**
 MANOR ST
 OLD ORCHARD ME 04064

BID DATE	10/30/18
F O B	DESTINATION
PAYMENT TERMS	1/2% 10 NET 30
FREIGHT TERMS	PREPAID

QUOTATION #:
05181186

P.O. #:

TERMS ARE SUBJECT TO CREDIT APPROVAL

IN RESPONSE TO YOUR INQUIRY, WE ARE PLEASED TO QUOTE AS FOLLOWS.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	SHIPMENT DATE
10421	1.000 EA	HR PLT 1/2x48x120 A36 Width 48.0000 Length 120.0000 PUNCH 5/8 INCH HOLES 4" FROM EDGE	\$657.0000EA	\$657.00	0/00/00
				817.000 LB	
10432	6.000 EA	HR PLT 1/2x60x120 A36 Width 60.0000 Length 120.0000 PUNCH 5/8 INCH HOLES 4" FROM EDGE	\$800.0000EA	\$4800.00	0/00/00
				6,126.000 LB	
		SALES TAX/ SALES TOTALS		\$5,457.00	

PRICING SUBJECT TO CONFIRMATION AT TIME OF ORDER.
 YOUR ORDER WILL BE GREATLY APPRECIATED AND WILL RECEIVE OUR PROMPT AND CAREFUL ATTENTION

PREPARED BY: **ANDY BALLARD**

SIGNATURE:

7299 Discussion with Action: Approve the services of Wright Pierce for the design of the Wastewater Administrative Building, in the amount of \$124,275, to be financed with the issuance of General Obligation Bonds(s) as approved by Referendum on November 6, 2018.

BACKGROUND:

The Wastewater Department was tasked with getting a proposal from Wright Pierce for the design services of the administrative building. Wright Pierce has presented a proposal for design services in the amount of \$124,275. This proposal does not include the construction, bidding or operational phases.

Information included: Proposal from Wright Pierce in the amount of \$124,275.

Recommendation: Approve proposal from Wright Pierce for \$124,275.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Approve the services of Wright Pierce for the design of the Wastewater Administrative Building, in the amount of \$124,275, to be financed with the issuance of General Obligation Bonds(s) as approved by Referendum on November 6, 2018.

VOTE: Unanimous.

**PROPOSAL TO
TOWN OF OLD ORCHARD BEACH, MAINE
FROM
WRIGHT-PIERCE
FOR
WASTEWATER TREATMENT FACILITY ENGINEERING SERVICES
ADMINISTRATION BUILDING – DESIGN PHASE**

THIS IS A PROPOSAL to the TOWN OF OLD ORCHARD BEACH, MAINE ("CLIENT") from WRIGHT-PIERCE ("ENGINEER") for ADMINISTRATION BUILDING – DESIGN project at the Wastewater Treatment Facility (the "Project") to develop a bid package for the construction of a new Administration Building. CLIENT will fund the project using local funds.

CLIENT and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by CLIENT as set forth in Section 2 below.

SECTION 1 - SCOPE OF SERVICES

I. Evaluation Phase (not included)

II. Design Phase

Conceptual Design

- A. Attend a kick-off meeting with CLIENT staff to establish the goals for the project and determine the needs of the WWTF staff.
- B. Evaluate siting options for the proposed Administration Building including the area at the back of the site adjacent to the Garage and the area at the entrance of the site where the previous old Digester/Storage Building was located.
- C. Conduct space planning analysis.
- D. Update conceptual design plans for review by the CLIENT.
- E. Revise the conceptual design plans based on CLIENT review comments.
- F. Provide the CLIENT with a project cost estimate based on the conceptual design plans.

Final Design

Following selection by CLIENT of Administration Building site and layout, ENGINEER will begin final design.

- A. Conduct a topographical survey, which will include locating and verifying existing utilities, locating edge of pavement curbing, fences, posts and other objects which may be encountered during construction, and any other field measurements. The survey data will

be sued to create mapping for design. The survey effort will be focused on the area of the selected site and will not be of the entire WWTF site. This task is covered by an allowance of \$5,000.

- B. Conduct a geotechnical investigation, including a soil boring program. The effort will be focused on the area of the selected site. The geotechnical subcontractor will coordinate and conduct the borings and provide a report with recommendations. The boring logs will be included in the Contract Documents. This task is covered by an allowance of \$15,000.
 - C. Complete permit applications for the necessary Town permits. CLIENT to submit applications and pay all necessary application fees.
 - D. Prepare 50% design drawings, specifications and cost estimate. Prepare a draft construction sequencing plan. Submit complete set of 50% drawings specifications, and construction sequencing plan to CLIENT.
 - E. Meet with the CLIENT to receive comments.
 - F. Prepare 90% design drawings, specifications and cost estimate. Provide 90% submittal to the CLIENT.
 - G. Meet with the CLIENT to receive comments.
 - H. Prepare 100% design drawings and specifications for the entire project, ready for bidding.
 - I. Assemble four sets of the design drawings and specifications.
 - J. Develop an updated project cost estimate for the project.
- III. **Bidding Phase** (not included, can be provided as an additional service)
- IV. **Construction Phase** (not included, can be provided as an additional service)
- V. **Operational Phase** (not included, can be provided as an additional service)

During ENGINEER's work on the project it may become apparent to either CLIENT or ENGINEER that Additional Services not included in the basic Scope of Services are desired. ENGINEER will undertake to provide such Additional Services upon CLIENT's written authorization.

SECTION 2 - COMPENSATION

I. Payments to ENGINEER

ENGINEER's fee for the services outlined in the **SCOPE OF SERVICES** section will be performed on a time charge basis at our current standard billing rates plus reimbursable expenses. Total estimated compensation and estimated breakdown by task is shown in the table below.

Task	Description	Estimated Hours	Estimated Compensation
II	Design	1530	\$124,275.00

If it becomes apparent to ENGINEER at any time before the budgeted compensation has been about eighty percent expended that the total amount of compensation to be paid to ENGINEER for these services will exceed the estimate, ENGINEER will so notify CLIENT in writing. CLIENT and ENGINEER will then promptly meet to review the status of the Project, and CLIENT will either agree to an increase in the estimated total compensation or CLIENT and ENGINEER will agree on a reduced Scope of Services so that the total compensation remains within the original estimate. Unless CLIENT informs ENGINEER promptly upon notification of a possible fee overrun to suspend work on the Project, CLIENT will pay ENGINEER for all services rendered prior to reaching agreement on a revised Scope or compensation estimate.

SECTION 3 - SCHEDULE

We anticipate starting work upon receipt of authorization to proceed and the CLIENT's odor control system selection; we will submit the 30% design package within two months of that date. The following table outlines the proposed schedule:

Task	
Notice to Proceed (assumed)	January 15, 2019
Conceptual Design	End of March 2019
Final Design	
50% Submittal	Mid-May 2019
90% Submittal	End of June 2019
100% Bidding Set	Mid-August 2019

7300 Discussion with Action: Approve the purchase of an Odor Control System and Cover for the Primary Sludge Holding Tank from Maher Corporation, in the amount of \$104,500, from Account Number 30181-50551 – Sewer Reserve Fund - Operating Equipment Capital, with a balance of \$1,071,659.06.

BACKGROUND:

Subject: Odor Control Unit and Cover for the Primary Sludge Holding Tank

The Wastewater Department was tasked with getting proposals for Odor Control and Cover for the Primary Sludge Holding Tank. Two proposals were received. Both proposals guarantee removal rates of 99% for various organic compounds. Both proposals include an Odor Control Unit and Aluminum Cover. Both companies are indicating replacement cost for Media at around \$5,000. The frequency of Media replacement will be determined by the levels of hydrogen sulfide and other odor compounds.

While the Primary Sludge Holding Tank is often considered the most offensive tank, the Facility has multiple sources of odors. The level of effectiveness at reducing the overall odor emanating from the Facility cannot be determined until the Odor Control Unit is put in operation. The cost of design and installation has not yet been determined. Once a Vendor is chosen the Department will have Wright Pierce review shop drawings and create a design which will then be put out to bid; or sole sourced for construction.

Information included: Quote from Maher Corporation (ECS) in the amount of \$104,500 and a quote from Wescor Associates (ANUA) in the amount of \$124,750.

Recommendation: Approve quote from Maher Corporation (ECS).

Respectively submitted by Christopher White - Wastewater Superintendent

There was a lengthy discussion on this matter and questions raised by Councilor Tousignant on whether the covers will work as in the past it had not been something they could count on. Again the Superintendent said that to the best of his knowledge it was not a guarantee but that the expectation was that it would work. Because of some further information that the Council requested it was recommended that the Item be Removed without Prejudice and appear on the next agenda.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Remove without Prejudice the purchase of an Odor Control System and Cover for the Primary Sludge Holding Tank from Maher Corporation, in the amount of \$104,500, from Account Number 30181-50551 – Sewer Reserve Fund - Operating Equipment Capital, with a balance of \$1,071,659.06.

VOTE: Unanimous.

In response to Council asking for additional information, the Waste Water Superintendent provided the following:

Differences in ANUA and ECS proposals

Type of media

ANUA uses sea shells which are a waste product from the seafood industry.

ECS uses activated carbon.

Media can be interchanged with either system.

The sea shell media tends to degrade after use while the activated carbon does not. It appears that removing activated carbon could be more arduous and possibly more expensive. I don't expect that there will be any special disposal requirements for either media.

References from both vendors indicated both units are effective at reducing odors.

Activated carbon is more widely used.

Media disposal

Both units are similar in that a vac truck will be required for media removal and media disposal may; or may need to be done at ECO MAINE. Remarks from both references indicated media change out are a messy operation and will require a permitted confined space entry.

Media replacement

Scarborough Sanitary District changes activated carbon media twice a year but this application has excessively high hydrogen sulfide levels and the unit may be undersized.

Biddeford changed out sea shells three years ago. This was considered premature.

Below is commentary from ANUA on why this occurred.

The Biddeford system was commissioned in July, 2014. In July 2016, there was a media change. We thought at the time that the issue may have been higher than anticipated odor concentrations or issues with the irrigation water or airflow. The media used at the time was a combination of Quahog shells and Mussel shells. In August of 2017, we were notified that the media was degrading faster than expected. By this time, we understood there was a durability issue with the Mussel shells. Therefore, in September of 2017 we provided a media change (free of charge). This time, we used all Quahog shells which are more durable. It has been 2 years and the Quahog shells have been performing great and we are not close to a media change.

The Quahog shells are sourced from a sustainable fishery in New Bedford, MA. We now use them exclusively due to the high durability and contribution to pH buffering.

The 2016 media change quote was much higher than current quotes due to the use of the Mussel shells. They were much more expensive than the Quahogs.

Media replacement costs quoted are similar.

Frequency of change out is similar but will depend on the levels of odor compounds, especially hydrogen sulfide. Higher than normal hydrogen sulfide levels were used when specifying each unit.

Installation

Both units are installed in a similar manner so general contractor costs for installation should be similar.

ANUA requires water feed of 50 gallons per day whereas the ECS unit does not require water feed. This is an outside unit and there is some concern about freezing

for both units. The requirement of water will increase the complexity and cost of the installation.

Power requirements are similar.

Odor control containment unit

Both provided fiberglass enclosures for the media.

The ANUA unit seems to be more accessible for media change outs.

Aluminum cover for the primary sludge holding tank

Both vendors provided aluminum covers.

Vendors

Both vendors have said they would assist throughout the project.

Engineering

Due to the proposed cost and timing the decision was made to not involve the engineering company of Wright Pierce in the design phase. Some engineering may be needed for the bidding, construction and operational phases.

Installation

Installation can be accomplished by sole source or bidding. Bidding the installation will require the creation of bid documents and will delay the installation.

Identifiable equipment costs

ANUA is \$107,500

ECS is \$104,500

Concrete pad for either is estimated at \$10,000

Project cost

Wright Pierce estimated total project cost at approximately \$312,000. Please see attachment.

To date the town has invested approximately \$1,000 in the project.

TOWN OF OLD ORCHARD BEACH, MAINE
 ODOR CONTROL SYSTEM UPGRADE
 W-P PROJECT NO. T11825
 CONCEPTUAL DESIGN
 JANUARY 2019 [(ENR INDEX _____)]
 PROJECT COST ESTIMATE

PROJECT COMPONENT		COST	COMMENTS
CONSTRUCTION		\$120,000	Refer to Construction Summary
CONSTRUCTION CONTINGENCY	5.0%	\$10,000	Allowance
TECHNICAL SERVICES		\$0	
Design		\$36,580	Proposed Contract, 1/9/2019
Bidding and Construction Admin	15.0%	\$35,175	Allowance
MATERIALS TESTING	1.0%	\$1,000	Allowance
ASBESTOS & LEAD PAINT ABATEMENT		\$0	
DIRECT EQUIPMENT PURCHASE		\$104,500	ECS (odor control system, aluminum cover system)
LAND ACQUISITION/ EASEMENTS		\$0	
LEGAL/ ADMINISTRATIVE	2.0%	\$2,000	Allowance
SUBTOTAL		\$309,255	
FINANCING	1.0%	\$3,000	Estimated interim interest
ENGINEER'S ESTIMATE OF PROJECT COST		\$312,000	

TOWN OF OLD ORCHARD BEACH, MAINE
 ODOR CONTROL SYSTEM UPGRADE
 W-P PROJECT NO. T11825
 CONCEPTUAL DESIGN
 JANUARY 2019 [(ENR INDEX _____)]
 CONSTRUCTION COST ESTIMATE

DESCRIPTION	ESTIMATED COST
CIVIL	
SITE WORK	\$5,000
SITE PIPING	\$0
ARCHITECTURAL	
MISCELLANEOUS MODIFICATIONS AND FINISHES	\$0
PROCESS EQUIPMENT AND PIPING FINISHES	\$0
STRUCTURAL	
MISCELLANEOUS STRUCTURAL	\$10,000
PROCESS	
DEMOLITION	\$3,000
ODOR CONTROL SYSTEM	\$40,000
EXPOSED PIPING	\$0
HVAC/ PLUMBING	
	\$2,500
INSTRUMENTATION	
INSTRUMENTATION - GENERAL	\$5,000
SCADA SYSTEM HARDWARE/ SOFTWARE	\$0
ELECTRICAL	
POWER & LIGHTING - GENERAL	\$10,000
SPECIALS	
MOBILIZATION	\$7,500
DEMOBILIZATION	\$7,500
PROCESS BY-PASS PUMPING	\$0
SHEETING	\$0
PILES	\$0
GROUNDWATER DEWATERING (OPEN)	\$0
TEMPORARY SLUDGE THICKENING/ DEWATERING	\$0
TEMPORARY FACILITIES (OWNER)	\$0
SITE SECURITY	\$0
WINTER CONSTRUCTION	\$0
SUBTOTAL, CONSTRUCTION	
	\$68,000
GENERAL CONTRACTOR OH&P AND GENERAL CONDITIONS	17.5% \$12,000
SUBTOTAL, SUBCONTRACTORS (C/M/P/I/E)	\$22,500
GENERAL CONTRACTOR MARKUP	5.0% \$1,000
ELECTRICAL/ TELEPHONE ALLOWANCE	\$0
BONDS & INSURANCES	1.5% \$2,000
UNIT PRICE ITEMS	1.0% \$1,000
SUBTOTAL, CONSTRUCTION COSTS	
	\$106,500
PROJECT MULTIPLIER, DESIGN CONTINGENCY	1.15
PROJECT MULTIPLIER, INFLATION TO MIDPT CONST.	1.01
ENGINEERS ESTIMATE OF CONSTRUCTION COST	
	\$124,000



Old Orchard Beach

Bid Date: December 8, 2018
Proposal No.3719

ECS Areas Sales Representative
The Maher Corporation



ECS Environmental Solutions is pleased to offer the following proposal

Bid Proposal Prepared By

ECS Environmental Solutions
2201 Taylors Valley Road
Belton, TX 76513
Carrie Jones
carrie.jones@ecs-env.com
Office: 254.933.2270

1. Summary

ECS Environmental Solutions (ECS) proposes to furnish the equipment specified in this Quotation in accordance with the technical specifications and drawings, to the extent technically applicable to the scope of supply described in this quotation and subject to the Clarifications/Exceptions and General Terms and Conditions of Sale stated herein.

All of the information set forth in this quotation is confidential and/or proprietary and has been solely prepared for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without written consent by ECS.

2. Equipment Scope of Supply

Option 1 - Carbon Adsorber System

- Qty. (1) V1-TM Carbon Adsorber System rated for 1000 cfm:
 - 1) High quality fiberglass reinforced plastic carbon vessel
 - 2) Integral prefilter to remove particulate, grease and debris before it enters the tank
 - 3) Noise / weather enclosure for the fiberglass fan
 - 4) Exhaust stack with certified noise silencer
 - 5) Initial fill of activated carbon media – primary layer of high capacity followed by a secondary layer of enhanced VOC removal VC Plus
 - 6) Direct drive “no maintenance fan”
 - 7) Control panel
 - 8) Startup and site service

Installation and O&M Details

- 1) Total system footprint: 5' Round
- 2) A concrete housekeeping pad is the preferred method of installation. Pad will need to be approximately 6' in diameter and a minimum of 4" thick.
- 3) The inlet comes with a plain end connection, typically influent piping is connected with a simple fernco fitting. A flanged inlet can be supplied at the clients request.
- 4) The control panel will need to be mounted a minimum of 3' away from the airstream (code) – fan can be single or three phase operation.
- 5) Free moisture removed by the prefilter, and condensate will collect in the vessel sump. ECS recommends that the drain fitting on the tank be plumbed away from the vessel.

- 6) Media usage depends on actual odor concentrations. Assuming 24hr/7day operation, and loading less than 1 ppm average (which is what we expect) ECS believes the media will last approximately 3 years. Media cost \$ 3,740.00
- 7) This system uses no water, and produces no waste-stream.
- 8) Maintenance actions include a) checking differential pressure once/month and cleaning the prefilter when it gets dirty (quarterly, washing and re-using pad), checking airflow once/year, carbon change.
- 9) Removal performance: >99% H2S removal, >90% odor removal.
- 10) Acclimation period or upset conditions: N/A

Price \$

Option 2 – BioPac VTS -CA (Biological Treatment with Biological Polishing)

- Qty. (1) V1-TM Biotower with carbon polishing stage rated for 1000 cfm:
 - 1) High quality fiberglass reinforced plastic carbon vessel
 - 2) Integral prefilter to remove particulate, grease and debris before it enters the tank
 - 3) Noise / weather enclosure for the fiberglass fan
 - 4) Exhaust stack with certified noise silencer
 - 5) Layer of polishing carbon to remove odor during acclimation (approximately 4 weeks)
 - 6) Direct drive “no maintenance fan”
 - 7) Control panel, water panel and recycle pump mounted on an FRP coated skid
 - 8) BioPac 10-year warranty structured packing pre-installed in the vessel.
 - 9) Startup and site service

Installation and O&M Details

- 1) Total system footprint will be 6’ round.
- 2) A concrete housekeeping pad is the preferred method of installation. Pad will need to be approximately 7’ in diameter and a minimum of 4” thick.
- 3) The inlet comes with a plain end connection, typically influent piping is connected with a simple fernco fitting. A flanged inlet can be supplied at the clients request.
- 4) The control panel will need to be mounted a minimum of 3’ away from the airstream (code) – fan can be single or three phase operation.
- 5) The biological stage will produce a continuous waste stream of water (approx. .125 gpm) that will need to be led away from the odor control system.
- 6) ECS BioPac is a 100% synthetic product containing no calcium or other product that will degrade. Media comes with a 10-year warranty.
- 7) A water line will need to be connected to the ECS water panel.
- 8) Maintenance actions include a) checking differential pressure once/month and cleaning the prefilter when it gets dirty (quarterly, washing and re-using pad), checking airflow once/year, monitoring irrigation. A carbon changeout may also be necessary based on operation and maintenance.
- 9) Removal performance: >99% H2S removal, >90% odor removal.
- 10) Acclimation period or upset conditions are possible but carbon will remove odor during this period.

Price \$

3. Additional items or services included

Design calculations, fabrication drawings, submittals and O&M manuals

WESCOR *Associates, Inc.*

P.O. Box 370 – 686 South Street
Wrentham, MA 02093

Phone: (508) 384-8921

Fax: (508) 384-8953

TO: CHRIS WHITE **FROM:** BILL MONTANARO, JR.
OLD ORCHARD BEACH, ME WWTP

DATE: 12/3/18

SUBJECT: OLD ORCHARD BEACH WWTP – ODOR CONTROL

Chris:

As promised, please find the attached firm proposal covering **ANUA** Odor Control and **Ultraflote** Aluminum Covers for your Primary Sludge Holding Tank Application:

ANUA BIOTRICKLING BIOFILTER

- PSHT Odor Control System

ULTRAFLOTE

- One 17-ft. x 50-ft. Beam-supported Extruded Flat Cover (Furnish ONLY)

Total Price (PSHT): \$ 124,750 (Furnish Only)

Shipment: F.O.B. Freight allowed, Old Orchard Beach, ME

Attached, please find some additional information on the systems provided. Please let me know if you require anything further at this time. We appreciate the opportunity to support your design and look forward to working with you further!

Very truly yours,

Bill Montanaro, Jr.
Wescor Associates, Inc.

Media - The treatment system utilizes media consisting of seashells, a waste product from the food industry which eliminates the need for chemical or nutrient addition.

ANUA Quahog Clam Shell Media – Sourced in the USA



Water Conservation and Media Life:

Stoichiometric calculations determine the media life and is dependent on the influent contaminant concentrations. The unit can be sized according to the customer's media life preference or to determine the optimum whole life cost. Media life expectancy is 3-5 years dependent on the actual influent odor concentrations. The water usage is estimated to be 50 gallons per day for the Airashell unit. Exact water usage is dependent upon odor concentration levels.

System Design

The units are modular and are constructed from bolted fiberglass housing panels that are 4 feet square. The units are supplied complete with steel skid, plenum floor, filter media, irrigation system, inlet/outlet connections and access ports. The covers are removable for media changes and irrigation nozzles are accessible from the filter cover.

Potable or Reclaimed Water Usage. High quality final effluent water or low chlorine potable water may be used. A minimum 3" drain from the sump is to be provided to facilitate overflow of purged water.

Pressure Drop. The unit is designed for 4 inches water column in a two stage system. Normal head loss through the housing with fresh media will be <1" WC. Flow rate through the treatment system will be controlled utilizing a VFD drive on the fan set, also reducing the energy requirements.



Life Cycle Costs to the OWNER

- Simple operation and reduced complexity reduces the operation and maintenance required by the operator
- The Shell media and system design eliminates the need for chemical or nutrient addition
- Cost effective media and sustainability: the media consists of shells, diverting a by-product from the food industry away from landfill disposal
- Maintaining a neutral pH allows for water conservation as the system recirculates the irrigation water.
- The high porosity of the media provides for a low head loss saving energy
- Energy usage further reduced by utilizing a VFD on the fan set

**Example Image: Cary, NC – Anua Unit (8.5' L x 8.5' W x 10' Tall)
See GA Drawing Attachment for Project Specific Sizing**



3.0 SCOPE OF SUPPLY & COST

Anua will design, supply and commission the odor treatment system complete with FRP housing mounted on a steel skid, media, water recirculation pump, control panel with VFD, centrifugal fan and operator training.

Airashell Biohybrid Filter – Budget Price: \$77,500

1. 1000 CFM Design Flow
2. Airashell Unit Dimensions: 8.5' L x 8.5' W x 10' Tall (2x2x2)
3. Fan HP: 2 HP
4. Pump HP: 0.5 HP
5. Expected Media Life: 3-5 Years
6. Expected Water Usage: 50 GPD
7. GA Drawing Included

3.1 Exclusions and Exceptions from Specifications.

Ducting and dampers

Ductwork and dampers from the foul air source to the system and flow balancing are excluded.

Irrigation Sump & Pipework

Installation of an in-ground, 250 gallon, concrete sump will be supplied/installed by contractor. A water supply with manual gate valve supplying the sump and a 3" drain from the sump are the installation contractor's responsibility. Installation of the supplied small bore irrigation pipework from the sump to the system is the contractor's responsibility. Any winterization including trace heating of the water supply and heating elements are excluded.

Site Installation

The Airashell units are factory assembled and delivered to site. Offloading of the equipment is the contractor's responsibility. Power supply and electrical site installation is the contractor's responsibility. The factory assembled unit will be shipped fully filled with media.

Civil Scope

A concrete pad is required to support the units. Offloading and storage of the equipment is excluded from the Anua scope.

4.0 ANUA STANDARD TERMS AND SCHEDULE

4.1 Copyright and Confidentiality

All technical and financial information provided in this document, submitted by Anua International, LLC or provided in subsequent relating correspondence or contract documentation is the intellectual property and copyright of the above company and shall be treated as confidential by the client, by its servants and agents. No such information shall be divulged to other persons, companies or organizations for any reason or purpose whatsoever without the above mentioned express prior permission in writing and all reasonable care shall be taken by the client and its servants or agents to prevent such information being lost or inadvertently transmitted to or acquired by other parties or organizations.

4.2 **Terms and Conditions**

Payment Terms

Net, 30 days from date of invoice

Conditions of Payment

- 10% upon contract award
- 30% upon approved submittals
- 50% upon equipment delivery to site
- 10% upon completion of commissioning

Delivery to Site: Included

4.3 **Schedule of Works**

Our schedule of works is given below. The major events are provided as an initial guide and assume receipt of an official written Contract Award by the client including all relevant design information.

- | | |
|------------------------------------|---------------------------------|
| • Detail design/submittal drawings | 4-6 weeks from award |
| • Equipment Manufacture | 8 weeks from submittal approval |
| • Delivery | 1 week after manufacture |
| • Installation | By others |
| • Commissioning | 1 week following installation |
| • Acclimation of Biology | <1 week to full treatment |
| • Performance Testing | Not included. |

4.4 **Site Conditions**

It is assumed clear access is available to facilitate offloading and installation. Site must be clean and free from obstruction before installation will commence. Any time lost by waiting for the above conditions to be met may involve delays to contract and waiting time charges.

4.5 **Warranty**

Anua will guarantee the following subject to the plant being operated within agreed parameters, and in accordance with maintenance and operations instructions with continuous weekly logs:

- All equipment, piping, controls, and miscellaneous equipment are warranted for a period of one (1) year from the date of acceptance of the Airashell odor treatment system or one and one-half (1.5) years from the date of equipment delivery whichever is earlier.

4.6 **Design**

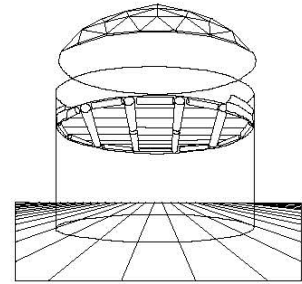
All dimension and design details included within this quote are preliminary and subject to change during the detailed design stage. Anua reserves the right to make such changes provided the overall performance of the system still remains within the agreed upon performance limits.



Ultraflote LLC

3640 West 12th Street
Houston, Texas 77008
Phone: 713-461-2100
Fax: 713-461-2213

Aluminum Geodesic Domes
Flat Panel Covers
Geotruuss Covers



To : City of Old Orchard Beach, ME
Project : Old Orchard, ME
From : Matthew Sumbera

Date : 10/18/18
Bid Date : 10/18/18
Ref. : UC-40843

We are pleased to provide this quotation for the following equipment:

Ultraflote proposes to furnish and deliver materials only the following **EXTRUDED ALUMINUM FLAT PANEL COVER** with a standard mill finish for the value stated below and based on the following clarifications in conjunction with Ultraflote's standard Flat Cover Specification.

<u>Qty</u>	<u>Diameter/Size</u>
1	Nominal 17'-0" x 50'-0" Primary Sludge Holding Tank

NOTES/ACCESSORIES:

- Total Weight 2,793 lbs;
- Nominal 850 sq/ft. of covers provided;
- Max panel weigh of 150 lbs;
- (4) 24" square Ultraflote standard access hatches;
- (1) 8" diameter flanged nozzle (any piping or dampers by others);
- Covers to be mounted directly on top of tank wall at 3 sides & an aluminum angle on 1 side;
- Cover panels designed to 20 psf Live Load at a deflection of L/240;
- Estimated 65 man hours to install the cover.

Total Material Price F.O.B. Job site for (1) Flat Covers.....\$ BY WESCOR

Installation labor or supervision (unless as stated herein) is not included in the scope of our proposal.

- The estimated Man-hours are based on the productivity of an experienced Ultraflote crew. The installation contractor should consider carefully the productivity of his work force, the site conditions and the construction strategy to be employed when evaluating these estimates.
- Installation and/or supervisor is not included with our base price. Subject to availability, Ultraflote can provide an experienced supervisor at the rate of \$1000.00 per day, from portal-to-portal. This rate is based on a five- (5) day at (8) hours per day normal workweek, for a total of forty (40) hours. Should more hours a day or for the week be required, they will be charged at the rate of \$ 187.50 per hour. However, it is not recommended to exceed twelve (12) hours per day for efficiency and safe working conditions for a supervisor. In addition, all travel and living expenses will be for the customer's account.

**SINCE INSTALLATION LABOR IS NOT PROVIDED BY ULTRAFLOTE
THE PURCHASER SHOULD CONSIDER THE FOLLOWING OF THE FLAT PANEL COVER:**

- Crane and required rigging for off-loading materials and setting of support trusses (if required).
- Electric service (115 volt/30 amp) for small tool operation.
- Adequate, level dry working area as close as possible to the tank.
- Structure or site modifications other than construction of the Quad-Seal Welded Aluminum Flat Panel Cover are not included in our scope of work.
- Any work of other trades, such as electrical, pipe fitting, painting, ductwork, or miscellaneous metal work (e.g., handrails, platforms, etc.).

PRICING IS BASED AND CONTINGENT UPON:

- Customer is responsible for providing accurate and complete tank/basin measurements, their attachments and accessories, existing or to be installed, and site dimensions, unless otherwise agreed to in writing by Ultraflote. If customer elects, Ultraflote will survey tank/basins or site for additional costs.
- All walls being level and at a constant elevation (by others).
- Ultraflote will not be responsible for:
 - ◆ Verifying the tank/ basin's ability to support the cover.
 - ◆ Modifications required to the tank/ basin to mount the cover, or modifications required in the field to avoid interference with equipment or appurtenances not defined in the customer's drawings or specifications.
 - ◆ The tank/basin coating system damage, or repair thereof, resulting from the installation of the cover, or use of erection equipment, that must be bolted to the tank wall.
- Any pipe work that penetrates the Flat Panel Cover being routed to avoid interference with its structural members. Ultraflote will provide information to the pipe supplier at time of submittal so he can coordinate his pipe work. Pipe connection/penetrations at the Flat Panel Cover will be made (by others) such that the pipes penetrate the cover surface perpendicularly.

CLARIFICATIONS/EXCEPTIONS:

- Bid validity is until December 31, 2018, for delivery by second quarter 2019. Note that prices for aluminum and other metal components in our products are increasing dramatically. These increases could force price adjustments for later purchases and deliveries.
- Sales tax is not been included. If the project is specified as tax-exempt, the purchaser must provide Ultraflote with a tax-exempt certificate.
- Unless otherwise stated, prices do not include any taxes, license, bonds or permit fees. All such fees and taxes are for the account of Buyer and shall be paid for by him. If applicable, tax-exempt certificates or resale exemption certificates should be provided.
- Ultraflote cover design based on all walls being level, smooth with no handrails around tank(s). Ultraflote to use Silicone tape for dissimilar materials.
- In order to protect the product all materials will be shipped in an enclosed truck.
- Any stairways, interior/exterior ladders, handrailing, walkways, platforms, walkway grating, stairway grating, checkered plate, steps, etc. and any other appurtenances (except as specifically noted herein) is not included.
- The estimated Man-hours are based on the productivity of an experienced Ultraflote crew. The installation contractor should consider carefully the productivity of his work force, the site conditions and the construction strategy to be employed when evaluating these estimates
- Any work of any other trades, such as electrical, pipefitting, painting, ductwork, or miscellaneous metalwork (e.g., handrails, platforms, etc.) is not included except as specifically noted herein.
- Installation or Supervision is not included.

WARRANTY: Materials and workmanship is guaranteed for a period of one (1) year from the date of material delivery. Faulty workmanship or defective material shall be reported to be repaired or replaced within one (1) year from the date of material delivery.

TERMS: Ultraflote's Standard Terms and Conditions for the domestic purchase of the roof are made a part of this proposal.

BID VALIDITY: Due to continuous fluctuation of material costs, materials may be subject to escalation in accordance with the following formula:

- Raw materials are 45% of the FOB Houston, TX materials sell price and are based upon current LME aluminum prices as of October 18, 2018. At the time of ordering material, if prices on the LME increase more than 5%, the difference in the price of materials plus 15% will be charged to the customer

PROGRESS PAYMENTS:

Materials Only Option

- 15% Due upon receipt of complete submittal.
- 30% Due upon receipt of raw materials at the factory.
- Balance due upon delivery of materials to the job site.

DELIVERY:

Based upon current material inventory and space presently available in our schedule, it is estimated that the proposed Flat Cover Roof could be in manufacturing and shipped within 10 to 12 weeks after approval of submittal drawings. Assume 4-6 weeks for approval drawings after PO is received & basin dimensions are confirmed/provided. Please contact us if our proposed delivery schedule does not meet your operational requirements.

Should you have any questions please feel free to call the under signed at 713-581-7851.

Respectfully,

Matthew Sumbera

Matthew Sumbera
Municipal Account Manager

January 7, 2019

Attention: All Bidding Contractors

Reference: **Materials Only: 17' x 50' Extruded Flat Cover**
Old Orchard Beach, ME
CST Covers Inquiry #148489

Gentlemen,

CST Covers proposes to furnish all labor, materials, and specific equipment to completely design, fabricate, & deliver the following aluminum covers, in general accordance with project specifications and as stated herein.

A. ALUMINUM ROOF COMPLETE AND CONSISTING OF THE FOLLOWING:

1. Formed Flat Covers: 0.90" nominal thickness 5052-H32 Aluminum sheet.
2. Fasteners and anchors: 7075-T73 aluminum or 300-series stainless steel.
3. Sealant and gaskets: Neoprene or Silicone by Pecora, General Electric or equal.
4. Finish: Mill
5. Appurtenances:
 1. (3) 24-inch square access hatch(es);

B. MISCELLANEOUS ITEMS INCLUDE THE FOLLOWING:

1. Crating and Packing of Materials
2. Roof approval drawings and calculations stamped by a Maine Professional Engineer.

C. PRICE IS BASED & CONTINGENT UPON

1. Tank(s) to be covered being out-of-service, drained and cleaned (by others) during the cover installation. (flat cover projects, especially with support beams and/or ledger angles.
2. Weather conditions that allow construction procedures to be performed. Temperatures below 40 degrees Fahrenheit and/or precipitation may interrupt the crew's ability to weatherseal (i.e., caulk) the dome(s). Persistent bad weather for any period longer than 48 hours may be grounds for a crew move-in/move-out, which will be charged to the purchaser at the rate stated in the Scope of Work.
3. The structure being considered as substantially "water-tight," not "gas-tight".
4. Work area(s) not being considered confined space.
5. All walls being level and at a constant elevation (by others).
6. Shipping the materials for all structures at the same time. Should the Purchaser elect to stagger (or sequence) the delivery of the covers, the contract price shall be adjusted to reflect the subsequent packing inefficiencies and resulting increased number of shipping containers.
7. Purchaser's verifying and providing accurate tank dimension information required for design of the dome cover(s). Submittal preparation cannot start until dimensional confirmation is provided.



D. GENERAL NOTES

1. If the project is tax-exempt, the purchaser must provide CST Covers with a tax-exempt certificate. If the project is not tax-exempt, the purchaser must furnish CST Covers with a resale certificate. Otherwise, CST Covers will charge applicable sales and use taxes to the purchaser as a contract extra.
2. If the materials-only option is chosen, services of a Construction Consultant may be obtained \$1,200 per day, including travel time. Tools are not included.

F. BASIC ITEMS NOT INCLUDED

1. Supply of any appurtenances not specified herein.
2. Extra labor and materials required if the tank dimensions or conditions are different than specified.
3. Existing tank must be level and flat for flat covers to anchor and seal properly. Unacceptable top of tank conditions will result in additional charges.
4. Modification, if required, to avoid interference with walkways, handrail, piping or other equipment.
5. Building permits, bonds or taxes other than specified herein.
6. Any work of any other trades, such as electrical, pipefitting, painting, ductwork, or miscellaneous metalwork (e.g., handrails, platforms, etc.) except as specifically noted herein.
7. All stairways, walkways, platforms, handrailing, walkway grating, stairway grating, checkered plate, etc.; (except as specifically noted).
8. Warranty for buyout items (non-CST Covers manufacture) such as louvers, vents, fans, motors, etc. are the responsibility of the manufacturer of the specific item and not included in CST Covers's warranty agreement.

G. TOTAL LUMP SUM PRICE

Pricing to be provided by Paul Sussman

H. DESIGN CONSIDERATIONS:

1. Maximum flat cover deflection will be L/180 on the structural members

I. VALIDITY:

1. This proposal is offered for your acceptance not later than 30 days after bid opening.
2. The prices quoted are based on the current material costs of metals. Due to the current unprecedented volatility in the metals market we reserve the right to review pricing for orders received and adjust our price accordingly.

J. TERMS OF PAYMENT:

1. See "CST Industries Terms and Conditions of Sale for CST Industries Product Lines" included with this proposal

K. SHIPPING INFORMATION:

1. Materials will be packed and ready to ship from CST Manufacturing Plant in Conroe, Texas. Customer to arrange freight.



L. SCHEDULE: (Subject to work load at time of order.)

Submittal drawing preparation, material delivery and installation as mutually agreed after CST Covers has reviewed the customer's proposed CPM schedule for the project.

(Note: Delivery is contingent upon availability of materials at the time of order)

M. WARRANTY

See "CST Industries Limited Warranty" included with this proposal

Respectfully submitted,

Joe Buvid
Account Manager

+1-713-351-3728 direct line
+1-936-539-5355 fax line
jbuvid@cstcovers.com
www.cstcovers.com



CST Industries Terms and Conditions of Sale for CST Industries Product Lines

1. **Offer and Price Increases.** This offer shall constitute an offer to sell goods described herein by CST Industries (Seller). This offer shall be construed as inviting acceptance by Buyer in any reasonable manner. If Seller's steel or other material supplier increases its prices materially to Seller prior to delivery of goods, Seller may increase selling price of the goods by an amount equal to the percentage increase in the cost of Seller's steel or other materials from date of Buyer's acceptance of Seller's offer and the effective date of steel or other material increase to Seller. Seller shall give Buyer 30 days written notice of any such increase; and, unless Buyer shall within such period notify Seller in writing that it is unwilling to accept any such increase, the increased price shall be paid on all goods shipped after such 30-day period. If Buyer shall notify Seller in writing of its dissent, Seller shall have the right to cancel this Offer by giving to Buyer written notice within ten days after receipt by Seller of Buyer's notice. Stenographic and clerical errors are subject to correction by Seller.
2. **Acceptance.** The terms and conditions of this Offer shall apply and become a part of the contract between Seller and Buyer unless specifically changed in writing and signed by an executive officer of Seller. The terms and conditions of this Offer shall in all cases, without exception, control and take precedence over any terms and conditions in Buyer's acceptance. Buyer's acceptance of this Offer shall be prima facie evidence of acceptance by Buyer of Seller's terms and conditions as controlling. Any conflicting terms and conditions in any purchase order, acknowledgement or other document utilized by Buyer in this transaction, are expressly rejected by Seller.
3. **Delivery.** Unless otherwise stated on the face hereof, the price and delivery of all goods, are FOB Seller's factory. Title to the goods shall pass to Buyer when the goods are duly delivered to Carrier at Seller's factory, except where Buyer requests a delay in shipment, in which case the title shall pass to the Buyer when the goods are ready for shipment. If Buyer requests a delay in shipment, then Buyer shall pay Seller's standard storage charges for the period from the scheduled shipment date to the actual date of shipment. Such storage charges shall include insurance coverage for the buyer's stored product.
4. **Risk or Loss.** The risk of loss to the goods shall pass to Buyer when the goods are duly delivered to the Carrier at Seller's factory, except where the Buyer requests a delay in shipment as described above. The processing of freight claims or loss claims is the responsibility of Buyer.
5. **Seller's Limited Warranty.** Refer to the attached Limited Warranty (Tanks and Covers), Document # 283970-000.
6. **Method of Shipment and Freight Charges.** Orders specifically including freight or other transportation charges are based on rates in effect on date of acceptance of this Offer and on the routing of shipment arranged by Seller. Seller will ship goods in accordance with Buyer's routing whenever such routing will not result in an increase in freight or other transportation charges. In the event of such increases, the payment of any additional freight or other transportation charges is guaranteed by Buyer to Seller's satisfaction. The goods shall be packaged for shipment at the lowest acceptable rate by common or other carrier, or any other method deemed necessary or advisable by Seller. Marking shall be in accordance with ordinary commercial practice at place of shipment, unless otherwise designated by Buyer and accepted by Seller.
7. **Force Majeure.** Shipping and delivery dates are approximate and are based upon Seller's ability to obtain all necessary labor, materials and parts and, where applicable, the receipt of all necessary information, plans or specifications from Buyer. Seller shall not be liable for damages resulting from any delay or failure to deliver the goods, or otherwise perform under this Offer, due to circumstances beyond its control and not occasioned by its fault or negligence, including but not being limited to, any act of government, inability to obtain materials, failure of vendors, strikes, labor disputes, civil commotion, acts of God, or other occurrences rendering Seller's performance commercially impracticable, regardless of whether such occurrences are foreseeable. In the event of a production shortage, Seller shall have the right to allocate its available goods among its customers in such a manner as Seller shall desire.
8. **Invoice & Hold.** Due to the custom nature of Seller's products and equipment, the Buyer accepts title on the later of when the units are completed or the promised ship date. Buyer will be invoiced immediately and accept responsibility for payment and any applicable storage fees.

Storage Fees - Two (2) weeks "grace period" from agreed upon promised ship date - no charge. A charge of \$250/tank/week for bolted tanks will be assessed for weeks 3-8. A charge of \$750/tank/week for welded tanks will be assessed for weeks 3-8. The maximum storage period is eight (8) weeks. Arrangements must be made for shipments so that the maximum storage period is not exceeded.

9. **Terms of Payment.** Subject to satisfactory credit approval, as set forth in paragraph 11, the following terms apply:

DOMESTIC SALES

Orders less than \$100,000

Payment - 30% upon placement of order by buyer,
70% due upon receipt of invoice at shipment or, if shipment is delayed by buyer, after completion of order. No retainage allowed.

Orders more than \$100,000

Payment - 30% upon placement of order by buyer,
30% due when order is released to the shop for fabrication,
40% due upon receipt of invoice at shipment, or if shipment is delayed by buyer, after completion of order. No retainage, allowed.

Note: Freight invoices are due upon receipt of invoice. A late charge of 1.5% per month will be charged on invoices not paid at maturity.



INTERNATIONAL SALES

Payment - 100% Irrevocable Letter of Credit confirmed by a major U.S. bank, payable at sight upon presentation of clean on-board Bill of Lading (ocean or air) and other shipping documents as required.

10. **Credit Approval.** This Offer is subject to (a) execution by Buyer of such additional contract documents, security agreements, notes or other instruments as Seller shall deem necessary or desirable and (b) Seller's review and acceptance of the financial condition of Buyer. If the financial condition of Buyer at any time does not in the sole judgment of Seller, justify continuance of shipment under the terms of this Offer, Seller reserves the right to ship under reservation, or to require full payment before shipment, delivery or erection. Additionally, Seller may at its discretion file such notices for financial protection under the lien or bond statutes of each state.
11. **Duty Drawback.** The manufacturer reserves all drawback rights for materials it produces and sells to Buyer. If Buyer exports the product which Seller manufactures, it is agreed that evidence of exportation shall be supplied to Seller to facilitate its claim of drawback upon request and without charge to Seller.
12. **Security Interest.** To secure payment for goods, Buyer grants to Seller a security interest in the goods and agrees that Seller shall have the rights and remedies of a secured party under the Uniform Commercial Code. Buyer designates Seller as its attorney-in-fact to execute any financing statements on behalf of Buyer necessary to perfect such security interest.
13. **Taxes.** Seller's prices do not include sales, excise or similar taxes levied by government authority, either foreign or domestic. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to this transaction, shall be paid by Buyer as part of this sale, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to taxing authorities of the Shipped-To state. On any material picked up by Buyer at the plant, the tax jurisdiction of the FOB state is applicable.
14. **Additional Work and Inspection.** No extra labor, materials or parts will be furnished under this Offer, unless it has been ordered by Buyer on Seller's sales order form, and the prices and terms of sales are approved by Seller. Seller may at its option subcontract labor, material and parts required by this Offer without Buyer's consent. The goods shall be, at Seller's option, subject to inspection and testing during manufacture. Any inspection by Buyer shall be made prior to shipment at Seller's factory or point of shipment. Unless otherwise agreed to, Seller shall not be responsible for unpacking, storage, field assembly of goods, or construction of foundations. Furthermore, Seller shall not be responsible for the choice of use or linings, sealants, and gasket materials not sold hereunder; or the installation, attachment, or connection of piping, conveying and ventilating equipment, or other attachment of accessories or components not sold hereunder.
15. **Infringement.** Seller, at its own expense, shall defend the Buyer against any claims which may be instituted against the Buyer alleging infringement of United States Patents relating to the subject matter of the accompanying sales proposal, provided the Buyer gives Seller immediate notice in writing of any such alleged patent infringement claim and permits Seller, through its own counsel, to defend such claim. In such cases, Buyer shall furnish Seller with all needed information and assistance. The obligations of Seller hereunder shall not extend to any infringement claims arising as a result of the use of the equipment as part of any combination of other devices, machinery or parts.
16. **Cancellation, etc.** Buyer's cancellation of any order is required to be in writing, and Buyer is subject to pay a cancellation fee equal to 25% of the total purchase price plus all non-recoverable costs and expenses.
17. **Law.** The rights and obligations of the parties shall be governed by the domestic laws of the State of Kansas without regard to its conflict of law rules or the United Nations Convention for the International Sale of Goods.
18. **Arbitration.** Any dispute, controversy or claim arising under this agreement shall be settled by arbitration in Kansas City, Kansas, pursuant to the American Arbitration Association rules.
19. **Entire Agreement.** This Offer contains the entire agreement between Seller and Buyer, and no modification of this Offer shall be binding upon Seller unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. No oral or written statements by Seller's sales representatives, or other agents, made after the date hereof shall modify or vary the express terms hereof unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. To the extent any advertising or promotional material of Seller contradicts or disagrees with the terms hereof, Seller and Buyer agree that the terms hereof shall control and that such advertising and/or promotional materials are not part of the agreement between Seller and Buyer.
20. **Confidentiality of Proposal.** All terms and conditions of this Offer shall be held in strict confidentiality by the Buyer and shall not be divulged by the Buyer to any other person or entity without the express prior written approval of Seller.

Par0354 11/3/2015



LIMITED WARRANTY
(Tanks & Covers)

All of the following provisions on this page constitute CST Industries, Inc.'s LIMITED WARRANTY for its products, all of which are part of the terms and conditions of sale.

LIMITED WARRANTY: CST warrants to the original buyer that our products will be free from defects in material and workmanship under normal conditions and use for a period of 12 months from the date of installation or 14 months from the date of shipment, whichever is earlier. This warranty may not be transferred or assigned to any other person or entity other than the original owner of the Project if different from the Buyer. This warranty does not contemplate any future performance by us. This Warranty is contingent upon and will be invalidated by our failure to receive full and timely payment of all invoices relating to the Project.

EXCLUSIONS: This Warranty does not cover products or materials that are not manufactured or sold by us. This warranty does not cover products that have been altered or repaired by anyone other than us without our written consent. This Warranty excludes damage to or the failure of our products or systems as a result of:

1. Material defects or failures of products not manufactured by us;
2. Fire, flood, high winds, earthquake, lightning strikes, or other catastrophic events or other Acts of God;
3. Vandalism, physical abuse, misuse, neglect, accident, or other physical damage to the products or systems;
4. Exposure to chemicals or other substances, materials, or temperatures that are not anticipated;
5. Physical damage to the integrity of the products including but not limited to, penetrations, crushing, breaking, or other destruction;
6. Any change in use of the products or the project not expressly acknowledged and agreed to by us, including without limitation, the storage of materials with different composition, maximum bulk densities or flow characteristics, or a change in the process;
7. Structural design and operating performance issues, problems or consequences attributable in whole or in part to the correctness of design and operating parameters provided by Buyer or the correctness of interfacing work, material or services provided by Buyer (such as foundations or attached process or control equipment); and
8. Any failure to handle, store, transport, install, maintain, or operate our products in accordance with our instructions, applicable building codes, and standard industry practices. This includes, but is not limited to, proper operation and maintenance, filling and emptying. Ventilation and pressure/vacuum relief devices must be maintained by Buyer to assure that design pressures and vacuums are not exceeded. Grouting, if required, must be installed and properly maintained by Buyer. Tanks, covers, lining/coatings, cover structure or sheeting/panels, sealers and gaskets, etc. must be maintained by Buyer as necessary to protect against damage, wear and corrosion. Buyer must perform tank and cover inspections in accordance with Seller's guidelines and provide written inspection reports to Seller within two (2) months of each required maintenance period. All evidence of tank, cover, or tank lining damage, both internal and external, is to be repaired by Buyer using repair methods specified by Seller.

REMEDY: Your sole and exclusive remedy is limited to our providing you a replacement product or part, repairing the defective product or part, or paying you the prorated value of the defective product or part, at our sole discretion. We will not pay for the labor or other costs to remove or replace the defective product or part, including labor or other costs to remove the contents and/or clean a structure or obtain access to the defective product or part, or freight for shipment of the defective product or part. There may be certain circumstances where we will elect to repair the condition rather than provide you a replacement product or part, as an alternative remedy. In addition, there may be other circumstances that we elect to pay you the prorated value of the defective product or part based on the time remaining on the warranty, as an alternative remedy. This Warranty shall not have failed its essential purpose as long as we are willing to provide comparable replacement product or part or elect one of the alternative remedies.

LIMITATION OF LIABILITY: THE WARRANTY DESCRIBED ABOVE IS THE ONLY WARRANTY MADE BY US AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WE SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS, LOST SALES, LOSS OF CONTENTS, LOSS OF USE, ANY INABILITY OF BUYER TO PROVIDE PRODUCT OR SERVICES TO A CUSTOMER, INJURY TO PERSON OR PROPERTY (INCLUDING DAMAGE TO THE BUILDING OR ITS CONTENTS AS A RESULT OF FIRE, EXPLOSION OR OTHERWISE), ENVIRONMENTAL INJURIES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE. THE TOTAL LIABILITY OF SELLER TO BUYER IN CONTRACT, TORT (INCLUDING FAULT, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE RESULTING FROM OR ARISING OUT OF ANY CAUSE WHATSOEVER IN CONNECTION WITH THIS SALE SHALL UNDER NO CIRCUMSTANCES EXCEED THE EX-WORKS MATERIAL AMOUNTS ACTUALLY PAID TO US. This limitation of liability shall apply to any claim against us to the fullest extent permitted by law, including without limitation any claim of breach of contract, negligence, misrepresentation, nondisclosure, breach of any duty of good faith and fair dealing, violation of any consumer protection statute, or any tort claims.

CLAIM PROCESS: To make a claim under this Warranty you must follow the claims process set forth in the Warranty Online service, which is available at www.partsonline.cstindustries.com. CST must be notified of all warrantable conditions within ninety (90) days of discovery. For reimbursement, all claims must be filed within forty-five (45) days after you discover the problem. Any action brought by you arising out of or in connection with breach of this Limited Warranty shall be commenced within ninety (90) days after the expiration of Warranty. Once a claim has been made, we have the right to perform an on-site inspection of our products.

7301 Discussion with Action: Convey tax acquired property at 7 PAIGE AVE, (00103 00001-00428) on the Official Tax Maps for the Town of Old Orchard Beach, to the former owner –The Village at Pond View LLC, for the total amount of outstanding taxes, FY19 taxes, and accumulated interest, penalties, and legal costs due on the effective date of conveyance, estimated at \$4,154.71.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Convey tax acquired property at 7 PAIGE AVE, (00103-00001-00428) on the Official Tax Maps for the Town of Old Orchard Beach, to the former owner –The Village at Pond View LLC, for the total amount of outstanding taxes, FY19 taxes, and accumulated interest, penalties, and legal costs due on the effective date of conveyance, estimated at \$4,154.71.

VOTE: Unanimous.

7302 Discussion with Action: Accept a grant from the Maine Department of Environmental Protection for the Goosefare Watershed Restoration Project, in the amount of \$111,145, requiring a local match of \$46,390 from Account Number 50002-50831 – CIP Stormwater Restoration Project, with a balance of \$126,789.75.

BACKGROUND:

The freshwater portion of Goosefare Brook which flows through Saco and Old Orchard Beach has been assessed by the Department of Environmental Protection (DEP) as not meeting Class B water quality standards for aquatic life, bacteria, and toxic metals. A collaborative effort between Old Orchard Beach and Saco concluded in May of 2016 with the creation of the Goosefare Brook Watershed-Based Management Plan. The plan included the nine minimum elements considered by EPA to be critical for achieving improvements in water quality and required under the Nonpoint Source Program and Grants Guidelines for States and Territories. The Town and Saco received a grant referred to as “*Phase I*” in 2017 to address 5 stormwater retrofit sites, 3 erosion sites and 4 buffer sites within the Goosefare Brook Watershed.

The purpose of “*Phase II*” of the grant is the inclusion of more projects in Old Orchard Beach to restore Goosefare Brook so that it meets Class B water quality standards, prevent future water quality impacts to the brook and downstream waters, and build community awareness and support for the restoration and protection of Goosefare Brook. The grant includes the installation of five stormwater retrofits, three erosion sites, and two stream buffer restoration sites that will work towards restoring Goosefare Brook, reducing impacts from known stressors, and engaging the public through outreach activities.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Accept a grant from the Maine Department of Environmental Protection for the Goosefare Watershed Restoration Project, in the amount of \$111,145, requiring a local match of \$46,390 from Account Number 50002-50831 – CIP Stormwater Restoration Project, with a balance of \$126,789.75.

VOTE: Unanimous.

7303 Discussion with Action: Approve the Special Event Permit application for the “Run for Cash” Memorial 5k race on Saturday, June 22nd, 2019, from 7 a.m. to 11 a.m. Request for a banner on Cascade Road and the Square. Shuttlebus Zoom to be included in future meetings and to be kept up-to-date on any road closures. Event not to block the entrance to the Ballpark. Approval from RSU #23 required for use of school property. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk’s Office at least a month before each event.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Approve the Special Event Permit as read.

VOTE: Unanimous.

7304 Discussion with Action: Approve changes to the Personnel Policies and Procedures, Section 6-5, Training and Education, by changing \$500 annually to \$500 per fiscal year, and amending Section 8-6, Retirement Plans to clarify that sick and vacation accruals will be specified in employment agreements.

BACKGROUND:

ARTICLE VIII EMPLOYEE BENEFITS, PROGRAMS AND SERVICES

Sec. 8-6 Retirement Plans

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

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

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

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

- 1) The employee must be eligible (age and/or years of service) to retire with full MainePERS retirement benefits; (no early retirement).
- 2) The Town does not contribute to MainePERS or any other retirement plan on behalf of the employee.

- 3) The employee is solely responsible for any required MainePERS contributions and those contributions will be made weekly through payroll deduction.
- 4) The employee shall enter into a one-year employment agreement with the Town that may be renewed annually at the Town's sole discretion for up to two additional one-year periods for a total of no more than three years. There shall be no expectation of continued or future Town employment for the employee.
- ~~5) The employee will retain their continuous years of service for the purpose of accrued sick and vacation leave. Payment of accrued sick leave upon separation under Sec. 7-3 will occur upon final separation of employment with the Town, not upon retirement through MainePERS.~~

5) Consideration will be given to the employee's prior years of service for the purpose of determining the accrual rate for sick and vacation leave. The employment agreement shall specify the rates of accrual.

MOTION: _____ motioned and _____ Approve changes to the Personnel Policies and Procedures, Section 6-5, Training and Education, by changing \$500 annually to \$500 per fiscal year, and amending Section 8-6, Retirement Plans to clarify that sick and vacation accruals will be specified in employment agreements."

VOTE: Unanimous.

7308 Discussion with Action: Amend the Special Event Permit, approved on January 16, 2018, for the Recreation Department, to hold their annual Frozen 4-Miler Road Race, by approving a second snow date of Sunday, February 10, 2019.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Add Agenda Item #7308 following Agenda Item #7304: Discussion with Action: Amend the Special Event Permit, approved on January 16, 2018, for the Recreation Department, to hold their annual Frozen 4-Miler Road Race, by approving a second snow date of Sunday, February 10, 2019.

VOTE: Unanimous.

MOTION: Councilor Blow motioned and Councilor Tousignant seconded to Enter into Executive Session: Discussion of the Old Orchard Beach Waste Water Employee's Association Collective Bargaining Agreement pursuant to 1 M.R.S.A., Section 405(6)(D). (Note: This item discusses labor negotiations and the Council anticipates that the discussion portion will occur in Executive Session.)

VOTE: Unanimous.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Exit the Executive Session.

VOTE: Unanimous.

#7306 Executive Session: Discussion regarding the sale of tax acquired property. (Note: This item discusses real property defined under Title 1 M.R.S.A. Section 405(6)(C) and the Council anticipates that the discussion will occur in Executive Session.)

MOTION: Councilor Kelley motioned and Councilor Tousignant seconded to Enter into Executive Session: Executive Session: Discussion regarding the sale of tax acquired property. (Note: This item discusses real property defined under Title 1 M.R.S.A. Section 405(6)(C) and the Council anticipates that the discussion will occur in Executive Session.)

VOTE: Unanimous.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Exit the Executive Session.

VOTE: Unanimous.

7307 Executive Session: Performance Evaluation of Town Manager (discussion will occur in Executive Session) Pursuant to 1 M.R.S.A. Section 405(6)(A).

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Enter into Executive Session: Executive Session: Performance Evaluation of Town Manager (discussion will occur in Executive Session) Pursuant to 1 M.R.S.A. Section 405(6)(A).

VOTE: Unanimous.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Exit the Executive Session.

VOTE: Unanimous.

ADJOURNMENT:

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Adjourn the Town Council Meeting at 8:30 p.m.

VOTE: Unanimous.

**V. Louise Reid
Town Council Secretary**

I, V. Louise Reid, 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 of the Town Council Meeting of January 15, 2019.

V. Louise Reid