



Town Council - Meeting Agenda

August 1st, 2023 @ 6:30pm
Council Chambers - 1 Portland Avenue

www.oobmaine.com/town-council

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

ACCEPTANCE OF MINUTES:

Accept the minutes from the 6/8/23 & 6/22/23 Executive sessions, 6/27/23 Workshop, and 7/25 Regular Meeting minutes.

Chair: Shawn O'Neill

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Peggy Laverrier, (103-1-5-35), 2 New Colony Dr. #35, one year-round rental.

Kelly Head, (309-7-4), 3 Avon Ave, one year-round rental, STR.

Chair: Shawn O’Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

Sandy Bottom Investment Group LLC, Myst Restaurant, (306-1-2-1), 1 East Grand, music on deck 12:00pm to 10:00pm (no change).

Surfs Up LLC, Surf 6 Restaurant, (306-2-9), 2 Cortland St., music on deck 12:00pm to 10:00pm (no change).

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #7957

Discussion with Action: Set the Public Hearing Date for August 15, 2023 for the Town Council to consider amendments to Ch. 71, Article III, Sec. 78-41 (b). This amendment proposes changes to the Post-construction Stormwater Management ordinance.

Chair: Shawn O'Neill

The purpose of this Chapter 71 stormwater amendment is to comply with the Town's Stormwater Management Plan as part of our MS4 stormwater permit. Development projects requiring stormwater management plans also have an annual certification requirement for stormwater Best Management Practices (BMPs). This amendment is to require a record of maintenance for sites with identified deficiencies be submitted to the Town.

TO: Old Orchard Beach Town Council
Diana Asanza, Town Manager
Tim Fleury, Executive Assistant
FROM: Planning Department
SUBJECT: Post-Construction Stormwater Management Amendments
REQUEST: Council Introduction, Review Draft Ordinance
DATE: 1 August 2023

This is an introduction to the proposed Post-Construction Stormwater Management draft ordinance amendment. The purpose of this Chapter 71 stormwater amendment is to comply with the Town's Stormwater Management Plan as part of our MS4 stormwater permit. Development projects requiring stormwater management plans also have an annual certification requirement for stormwater Best Management Practices (BMPs). This amendment is to require a record of maintenance for sites with identified deficiencies be submitted to the Town.

Why are the amendments needed?

- We have an existing Post-Construction Stormwater Management that needs to be amended.
- This is a requirement of our MS4 permit identified in our Stormwater Management Plan.
- Plan language below:
 - Measurable Goal 5.2b – By July 1, 2023, the Town's Post-Construction Stormwater Management Ordinance (Chapter 71) will be updated to include provisions requiring the following for sites reporting that maintenance is required:
 - Deficiencies will be corrected within 60 days of identification and a record of the corrective action taken will be provided to the Town's Enforcement Authority within the same 60-day period.
 - If it is not possible to correct the deficiency and notify the Town within 60 days, the property owner will coordinate with the Enforcement Authority to establish an expeditious schedule to correct the deficiency and will provide a record of the corrective actions taken.

Background information:

- Stormwater management plans and annual certifications are currently required for all new development and redevelopment projects that disturb greater than or equal to one acre.
- This includes projects less than one acre that are part of a larger common plan of development or sale, or projects that result in 20,000 square feet or more of impervious area in the watershed of an urban impaired stream.
- This requires submittal of an annual report certifying that the post-construction BMPs have been inspected by a qualified post-construction inspector and are either adequately maintained and functioning as intended or if they require maintenance or repair.
- Currently there is no requirement to provide a record to the Town that systems with identified maintenance or repair have had those issues corrected.
- This ordinance adds the requirement to provide record of the corrective action taken.

What does this ordinance amendment impact?

- Annual certifications that identify needed maintenance or deficiencies will need to submit record of the correction action taken within 60 days of identification.
- If it can't be corrected within the timeframe the owner will need to coordinate with the Codes/Planning to establish an expeditious schedule to correct the deficiency and provide record of the corrective actions.

Chapter 71 Amendments to Post-Construction Stormwater Management (8/23)

New language underlined

Sec. 71-41. - General requirements.

Any person owning, operating, leasing or having control over post-construction BMPs required by a post-construction stormwater management plan approved under this chapter shall demonstrate compliance with that plan as follows.

(b) That person shall take any necessary corrective action(s) required to maintain properly functioning post-construction BMPs as intended by the approved post-construction stormwater management plan, and that person shall repair any deficiencies found during inspection of the post-construction BMPs within 60 days of identification. A record of the corrective action taken shall be provided to the Enforcement Authority within the same 60-day period. If it is not possible to correct the deficiency and notify the Enforcement Authority within 60 days, the property owner shall coordinate with the Enforcement Authority to establish an expeditious schedule to correct the deficiency and shall provide a record of the corrective actions taken.

AGENDA ITEM #7958

Discussion with Action: Set the Public Hearing Date for August 15, 2023 for the Town Council to consider amendments to Ch. 78, Article II, Sec. 78-36 (b); Article VI, Sec. 78-215 (b) (3), (4) and renumber existing (4), (5), and (6); Article VIII, Sec. 78-1412; and 78-1856 – 1863. These amendments propose changes to the Erosion and Sedimentation Control ordinance to comply with the Town's current Stormwater Management Plan.

Chair: Shawn O'Neil

The purpose of this Chapter 78 ESC ordinance amendment is to comply with the Town's Stormwater Management Plan, as part of our Municipal Separate Storm Sewer System permit (MS4). This requires that erosion and sediment control Best Management Practices (BMPs) at construction sites be consistent with the applicable sections of the 2022 MS4 General Permit. This proposed ordinance was drafted using multiple local resources with assistance from Christine Rinehart at Wright Pierce, who assists with our MS4 program compliance. The Planning Board made a recommendation at their 13 July meeting that Town Council consider these ordinance amendments.

**TO: Old Orchard Beach Town Council
Diana Asanza, Town Manager
Tim Fleury, Executive Assistant**
FROM: Planning Department
SUBJECT: Erosion & Sedimentation Control (ESC) Amendments
REQUEST: Council Introduction, Review Draft Ordinance
DATE: 1 August 2023

This is an introduction to the proposed Erosion & Sedimentation Control (ESC) draft ordinance. The purpose of this Chapter 78 ESC ordinance amendment is to comply with the Town’s Stormwater Management Plan, as part of our Municipal Separate Storm Sewer System permit (MS4). This requires that erosion and sediment control Best Management Practices (BMPs) at construction sites be consistent with the applicable sections of the 2022 MS4 General Permit. This proposed ordinance was drafted using multiple local resources with assistance from Christine Rinehart at Wright Pierce, who assists with our MS4 program compliance. The Planning Board made a recommendation at their 13 July meeting that Town Council consider these ordinance amendments.

Why are these amendments needed?

- We have an existing ESC ordinance but it needs to be amended to meet the MS4 permit requirements.
- Our Stormwater Management Plan says we will update applicable ordinances by July 1, 2023
- This requires use of current Maine DEP Chapter 500 standards
- These amendments must include local enforcement capability – this will help Codes with enforcement of site ESCs

Background Information

Why do we need an Erosion and Sedimentation Control ordinance?

- To ensure that construction activity on both private and public property does not impact water resources by preventing erosion and sediment from entering local water resources.
- Sediment is a stormwater pollutant that is made up of soil particles that have been detached from the land by erosion.

What is our goal with this ordinance?

- The goal of this ordinance is to meet the MS4 permit requirements for ESCs and have a mechanism to address ESC noncompliance on individual lots.
- This ordinance will help achieve this goal by requiring applicable sites to provide and follow an ESC plan.

Which proposals will this ordinance apply to?

- This will apply to all uses and construction resulting in disturbed area, regardless of size, that also requires a shoreland zoning permit, building permit, or site plan, subdivision, conditional use, administrative design review, or private way approval.
- These will require a written soil erosion and sedimentation control plan which needs to include:
 - temporary and permanent erosion and sedimentation control measures shown on the construction plan(s) and/or building plans.
 - erosion and sedimentation control notes and details within the plan set, and
 - inspection, maintenance, and housekeeping requirements during construction within the plan set.

How will this ordinance impact our review process?

- Construction projects with a disturbed area greater than one acre require stormwater management plans be submitted, which already requires an ESC plan. These larger projects typically go through the Planning Board and are reviewed by Town’s engineer Wright Pierce.
- Smaller construction projects with a disturbed area less than one acre would need to submit an ESC plan to the permitting authority for review.
- These ESC requirements were expanded to apply to all uses and construction resulting in disturbed area, regardless of size, that also requires a shoreland zoning permit, building permit, site plan, subdivision, conditional use, administrative design review, or private way approval. Flexibility was included in the ordinance for sites less than an acre of disturbed area (flexibility explained under Applicability section below)

What are the different parts to this proposed ESC ordinance?

1. Purpose

The purpose of this ESC ordinance amendment for Section 78-1856 through 78-1863 is to help control erosion and prevent the migration of sediment at construction sites to protect offsite natural resources, properties, and the Towns MS4.

2. Definitions

This ordinance includes a couple specific definitions for disturbed area and permanently stabilized.

3. Applicability

This section outlines what proposals this would apply to. One of the reasons we expanded the applicability was to try to capture individual lots in a subdivision, which are often offenders of sites having inadequate erosion and sedimentation control measures. The flexibility with this includes the following:

- Only sites resulting in greater than or equal to an acre of disturbed area are required to comply with Chapter 500 Appendix B, subsection B.1(C) Documentation requirements.
- The level of detail shown on the ESC plan shall be based on the size and complexity of the project.
- The code enforcement officer, other municipal staff, or their designee may waive the inspections beyond confirming ESCs have been installed, if a project results in less than one acre of disturbed area.
- ESC inspections for projects resulting in less than one acre of disturbed area and requiring only a building permit, may be conducted as part of a required building permit inspection based on the code enforcement officer’s discretion.

4. General standards

This requires developments to be designed to fit with topography and soils of the site and limit areas of steep slopes where high cuts and fill may be required.

5. Requirements

This part outlines requirements for the following:

- ESC plans including that they meet the Maine Erosion and Sediment Control Best Management Practices (BMPs) Manual for Designers and Engineers.
- Requires the amount of exposed soil to be minimized.
- Requires drainageways to be protected and specific design requirements for design and construction of drainageways.
- Includes onsite requirements for washout/cleanout from concrete, stucco, paint, curing compounds or other construction materials.

6. Plans

This outlines the minimum requirements for an erosion and sedimentation control plan.

7. Inspections

Required ESC inspections are listed under this section and includes who can inspect, right of entry and access requirements, and the specific inspections.

8. Enforcement

This section will help with current enforcement of ESCs, especially for individual lots which seem to be the more frequent offenders of not installing or maintaining them, by outlining specifics for Notice of Violations, Stop Work Orders, and Enforcement measures.

Important Points

- This Chapter 78 ESC ordinance amendment is to comply with the Town's Stormwater Management Plan, as part of our Municipal Separate Storm Sewer System permit (MS4).
- Other amendments included are referencing these ESC requirements under relevant sections which includes Building Permits, Administrative Site Plan review, and Private Way plan submission.
- We extended the ESC plan requirements to apply to building permits, while incorporating flexibility for Code Enforcement or designee to limit impacts to existing review and inspection procedures.

Suggested update to Sec. 78-36 to include ESC requirements under building permit applications

New proposed draft language underlined.

Sec. 78-36. Applications for building permits and certificates of occupancy.

- (a) All applications for building permits and certificates of occupancy shall be made in writing on forms furnished by the code enforcement officer.
- (b) All applications for building permits for new construction or additions shall be accompanied by plans drawn to scale showing the actual dimensions and shape of the lot to be built upon; the exact size and location on the lot of buildings already existing, if any; and the location and dimensions of the proposed buildings or alterations, including parking facilities. The application shall include such other information as lawfully may be required by the code enforcement officer to determine conformance with and to provide for the enforcement of this chapter. The plans shall also include an erosion and sedimentation plan as required by Article VIII, Division 8 Erosion and Sedimentation Controls, of this chapter.

Sec.78-215 Applications – Admin site plan review Add ESCs (8/23)

New language underlined

Language to be deleted ~~struckthrough~~

Sec. 78-215. Applications.

- (b) *Administrative site plan review application requirements; waiver.* The applicant shall file all designated application fees, as determined by the town council, and provide four copies of the application and relevant submissions as provided and specified by the planning department. Submissions shall include but not be limited to the following:
- (1) Proof of right title and interest in the subject property;
 - (2) A scaled site plan showing existing and proposed site features;
 - (3) Stormwater ~~and soil erosion control~~ plan if applicable;
 - (4) Erosion and sedimentation control plan as required per Article VIII, Division 8 of this Chapter;
 - (~~5~~) Scaled building elevations and proposed sign layouts if applicable;
 - (~~6~~) Property boundary and/or topographic survey if applicable; and
 - (~~7~~) Any other information deemed necessary by the town planner to make a reasonable and informed ruling on the proposed project.

The town planner may waive various submission requirements of the administrative site plan review application if the planner determines that the nature of the proposed activity and/or the character of the property does not warrant these submissions.

Private Way submission requirements: Add ESC plan requirements (8/23)

New language underlined

Sec. 78-1412. Plan submission.

A plan showing the private way for one lot shall be prepared by a registered land surveyor licensed to practice in the state. A plan showing the private way for two or more lots shall be prepared by a registered land surveyor and professional engineer licensed to practice in the state. The plan shall be drawn in permanent ink on permanent transparency material and shall be sealed by the surveyor and/or engineer preparing the plan. The plan shall be labeled "Plan of a Private Way" and shall provide an approval block for the signatures of the planning board, the date of approval, and the words, "Private Way, Approved by the town Planning Board." The plan shall show information sufficient to establish on the ground the exact location, direction, width, and length of the private way. In addition, a street plan, profile and cross section shall be submitted for each private way serving two or more lots. The plan shall also include an erosion and sedimentation control plan as required per Article VIII, Division 8 of this Chapter. The plan shall also contain a note which shall read, "The Town of Old Orchard Beach shall not be responsible for maintenance, repair, plowing, or similar services for the private way shown on this plan." The original plan shall be recorded in the county registry of deeds within 60 days of approval by the planning board. If the plan is not recorded within this period, the approval of the planning board shall be void.

**AMENDMENTS TO CHAPTER 78, ARTICLE VIII, DIV. 8 – EROSION AND SEDIMENTATION
CONTROL, SEC. 78-1856 through 78-1863
(D1 – 8/2023)
All new language**

DIVISION 8. EROSION AND SEDIMENTATION CONTROL

Sec. 78-1856. Purpose

The purpose of this division is to protect, maintain, and enhance the public health, safety, and general welfare of the citizens of the Town of Old Orchard Beach by establishing minimum requirements to control erosion at construction sites and prevent migration of sediment from construction sites so that erosion and sedimentation do not adversely impact off-site natural resources, properties, or the municipal separate storm sewer system.

Sec. 78-1857. Definitions

Disturbed area. "Disturbed area" means all land areas that are stripped, graded, grubbed, filled, or excavated at any time during the site preparation or removing vegetation for, or construction of, a project. Cutting of trees without grubbing, stump removal, disturbance or exposure of soil is not considered "disturbed area".

Permanently stabilized. "Permanently stabilized" means areas that have been brought to final grade and have been stabilized with vegetation, seeding, sod, or through the use of permanent mulch, riprap, gravel road base, or pavement. Vegetated areas are considered permanently stabilized when vegetation is well-established with 90% mature vegetation cover.

Sec. 78-1858 Applicability

The provisions of this division shall apply to all uses and construction resulting in disturbed area, regardless of size, that also requires a shoreland zoning permit, building permit, or site plan, subdivision, conditional use, administrative design review, or private way approval. The provisions of this division require a written soil erosion and sedimentation control plan for such construction.

Section 78-1859 General Standards

Development shall be designed to fit with the topography and soils of the site, to create the least potential for erosion. Areas of steep slopes where high cuts and fills may be required shall be avoided wherever possible, and natural contours shall be followed as closely as possible.

Sec. 78-1860 Requirements

- (1) The erosion and sedimentation control plan shall show the use of erosion and sedimentation control measures consistent with the minimum standards outlined in the Maine Department of Environmental Protection's Land Rule, Chapter 500 Stormwater Management, Appendix A Erosion and Sediment Control, Appendix B.1 Inspection and Maintenance During Construction (subsections B.1(a) Inspection and corrective action and B.1(b), Maintenance), and Appendix C Housekeeping. Appendix B, subsection B.1(c) Documentation, shall apply to projects resulting in greater than or equal to one acre of disturbed area.

Erosion and sedimentation control measures shall be designed, installed, and maintained according to the latest revisions of the following Maine Department of Environmental Protection documents:

- a. Maine Erosion and Sediment Control Best Management Practices (BMPs) Manual for Designers and Engineers.

b. Maine Erosion and Sediment Control Practices Field Guide for Contractors.

- (2) Erosion and sedimentation control shall be designed to protect downgradient buffer areas as well as areas where stormwater may flow offsite. Catch basin inlets receiving flow from construction sites, both onsite and offsite, shall be provided with inlet protection.
- (3) Erosion and sedimentation control measures shall apply to all aspects of the proposed project involving disturbed area and shall be in operation during all stages of the construction until the site has been permanently stabilized. The amount of exposed soil at every phase of construction shall be minimized to reduce the potential for erosion. Temporary control measures shall not be removed until the site has been permanently stabilized.
- (4) Natural and manmade drainageways and drainage outlets shall be protected from erosion from water flowing through them. Drainageways shall be designed and constructed, at a minimum, to convey water from a 25-year storm and shall be stabilized with vegetation or lined with riprap.
- (5) If washout/cleanout from concrete, stucco, paint, curing compounds or other construction materials is to be completed on the construction site, designated area(s) shall be established and marked on the erosion and sedimentation control plan. This area shall be a minimum of 50 feet from all drainage structures, ditches, waterbodies, and protected natural resources as defined in 38 M.R.S. §480-B, as well as property boundaries. If 50 feet is not possible, the washout area shall have necessary controls in place to not allow it to overflow or secondary containment for the washout area shall be provided. The area shall not have an outlet to discharge wastes or flows. No detergents shall be used or vehicles washed in this location. A leak-proof pit or container shall be established in the washout area(s), to which washings shall be directed. This area shall be used for washout containment and dewatering by evaporation only. The pit shall not allow infiltration to occur. To prevent clean water from entering the pit, the washout area shall be covered during precipitation events. Contractor inspections of the pit shall be conducted daily to ensure no leaks are present and no discharge is occurring.

Sec. 78-1861 Plans

- (1) The erosion and sedimentation control plan shall be submitted to the permitting authority for approval as part of the land use development process or with the shoreland zone or building permit application, and shall include, at a minimum:
 - a. temporary and permanent erosion and sedimentation control measures shown on the construction plan(s) and/or building plans.
 - b. erosion and sedimentation control notes and details within the plan set, and
 - c. inspection, maintenance, and housekeeping requirements during construction within the plan set.

The erosion and sedimentation control notes and details and inspection, maintenance, and housekeeping requirements may be required to be supplemented with additional written information as needed.

- (2) The level of detail shown on the erosion and sediment control plan shall be based on the size and complexity of the project. The permitting authority may require the erosion and sediment control plan, notes, and details and inspection, maintenance, and housekeeping requirements be prepared by a professional engineer, landscape architect, or other licensed professional with expertise in the erosion control measures, if warranted by the size or complexity of the project, or by the potential impacts of the project on natural resources or off-site property.

- (3) During construction, the code enforcement officer or designee, may require the contractor prepare a phasing plan for construction projects resulting in more than five acres of disturbed area at any one time. The phasing plan shall show the limits of each phase and the temporary or permanent stabilization methods to be used for each phase. The phasing plan shall require the stabilization of each phase to be completed before the next phase, such that no more than five acres of disturbed area is present at any one time.

Sec. 78-1862 Inspections

- (1) Conduct of inspections. The code enforcement officer, other municipal staff, or their designee is authorized to conduct inspections of all premises within the scope of this division and may request corrective actions. Additional measures may be required where necessary to prevent the migration of sediment offsite.
- (2) Right of Entry. The code enforcement officer, other municipal staff, or their designee in the performance of their duties may enter upon the premises at reasonable hours, upon giving proper identification, for the purpose of inspecting the premises to determine compliance with this division.
- (3) Access. Owner, agents, operators, occupants, or contractor shall provide access to all parts of the premises within their control to the code enforcement officer, other municipal staff, or their designee. Refusal to provide such access shall be a violation of this division.
- (4) The following erosion and sedimentation control inspections by the code enforcement officer, other municipal staff, or their designee are required at a minimum; however, the code enforcement officer, other municipal staff, or their designee may waive inspections b. through d., if a project results in less than one acre of disturbed area. Additionally, erosion and sedimentation control inspections, for projects resulting in less than one acre of disturbed area and requiring only a building permit, may be conducted as part of a required building permit inspection based on the code enforcement officer's discretion.
 - a. Prior to soil disturbance to confirm temporary erosion and sedimentation control measures have been installed.
 - b. During the active earth moving phase of construction (minimum of three inspections) to determine if temporary erosion and sedimentation control measures are functioning properly.
 - c. At project completion to ensure the site reached permanent stabilization and all temporary erosion and sediment controls have been removed.
 - d. For projects lasting longer than one year, an annual inspection until the project reaches substantial completion. Substantial completion is considered the point in time when site work, paving (minimum of binder course), and utilities are complete and stormwater management facilities have been installed and are functioning as intended and the site areas are stabilized.
- (5) It is the responsibility of the developer to notify the code enforcement officer, other municipal staff, or their designee that an inspection is due, under subsection 4.a and 4.c. The lack of an inspection by the code enforcement officer, other municipal staff, or their designee shall not absolve the developer of the responsibility to install and maintain erosion and sedimentation controls as required under this division and State law.
- (6) Contractor inspections are to be conducted by a person with knowledge of erosion and sediment sedimentation control, including the standards and conditions in the permit or approval.

Sec. 78-1863 Enforcement

- (1) Notice of Violation. Whenever the code enforcement officer finds that a person has violated this division, the code enforcement officer may order compliance with this division by written notice of violation to that person indicating the nature of the violation(s), a statement of the division provision(s) alleged to have been violated, including a statement of the penalties for violation, and ordering the action necessary to correct it, including, without limitation:
 - a. The abatement of violations and the cessation of practices or operations in violation of this division;
 - b. At the person's expense, compliance with or repair of the erosion and sedimentation control measures required as a condition of approval of the erosion and sedimentation control plan, and/or the restoration of any affected portion(s) of the site;
 - c. The payment of fines, of the municipality's remediation costs and of the municipality's reasonable administrative costs and attorneys' fees and costs;
 - d. If abatement of a violation, compliance with the erosion and sedimentation control plan, repair of erosion and sedimentation control measures, and/or restoration of affected portions of the site is required, the notice shall set forth a deadline within which such abatement, compliance, repair, and/or restoration must be completed.
- (2) Stop Work Order. The code enforcement officer may issue a stop work notice whenever:
 - a. A person has not acted on a notice of violation issued pursuant to this division within the time set forth in the notice, or
 - b. A person subject to the applicability section of this division undertakes construction without first submitting an application for and obtaining approval of an erosion and sedimentation control plan.

The code enforcement officer will attempt to deliver the stop work notice to the applicant, the person performing the construction, or the owner or occupant of the site, as appropriate, by any means reasonable calculated to effectuate delivery. Once the stop work notice has been delivered, no further construction at the site may proceed other than as is necessary to correct the non-compliance. Construction may resume only when the code enforcement officer provides written notice that the person may resume construction.
- (3) Enforcement Measures: The code enforcement officer or their designee is granted authority to enforce this division in accordance with Town of Old Orchard Beach Code of Ordinances, Chapter 78, Article II.

Existing ESC ordinance below to be replaced with new draft ESC ordinance to meet MS4 requirements

Deletions shown as strikethrough

Sec. 78-1856. Applicability of standards.

The following standards shall apply to all uses with the exception of the construction or expansion of single family detached houses and their accessory uses or structures:

- (1) ~~All activities which involve filling, grading, excavation or other similar activities which result in unstabilized soil conditions and which require a shoreland zoning permit or site plan, subdivision, or conditional use approval shall require a written soil erosion and sedimentation control plan. The plan shall be submitted to the permitting authority for approval and shall include, where applicable, provisions for:~~
 - a. ~~Mulching and revegetation of disturbed soil.~~
 - b. ~~Temporary runoff control features such as hay bales, silt fencing or diversion ditches.~~
 - c. ~~Permanent stabilization structures such as retaining walls or riprap.~~
- (2) ~~In order to create the least potential for erosion, development shall be designed to fit with the topography and soils of the site. Areas of steep slopes where high cuts and fills may be required shall be avoided wherever possible, and natural contours shall be followed as closely as possible.~~
- (3) ~~Erosion and sedimentation control measures shall apply to all aspects of the proposed project involving land disturbance and shall be in operation during all states of the activity. The amount of exposed soil at every phase of construction shall be minimized to reduce the potential for erosion.~~
- (4) ~~Any exposed ground area shall be temporarily or permanently stabilized within one week from the time it was last actively worked, by use of riprap, sod, seed, and mulch, or other effective measures. In all cases permanent stabilization shall occur within nine months of the initial date of exposure. In addition:~~
 - a. ~~Where mulch is used, it shall be applied at a rate of at least one bale per 500 square feet and shall be maintained until a catch of vegetation is established.~~
 - b. ~~Anchoring the mulch with netting, peg and twine or other suitable method may be required to maintain the mulch cover.~~
 - c. ~~Additional measures shall be taken where necessary in order to avoid siltation into the water. Such measures may include the use of staked hay bales and/or silt fences.~~
- (5) ~~Natural and manmade drainageways and drainage outlets shall be protected from erosion from water flowing through them. Drainageways shall be designed and constructed in order to carry water from a 25 year storm or greater and shall be stabilized with vegetation or lined with riprap.~~

AGENDA ITEM #7959

Discussion with Action: Approve the quote from Fisher James Co., Inc. in the amount of \$19,242.00, for the purchase and installation of furniture from account #52002-50917 Police Department Building Repair and Maintenance with a balance of \$222,691.25.

Chair: Shawn O'Neill

TOWN OF OLD ORCHARD BEACH
CAPITAL IMPROVEMENTS PROGRAM
REQUEST FORM

1. Department: Police Department		2. Date: 1/4/2023	
Administration			
3. Contact Person & Title: Chief Elise Chard Diana H. Asanza/ Jordan Miles		4. Phone: 207-937-5801	
5. Equipment/Project: Restructure Patrol room		6. Fiscal Year Requested in CIP: FY 24	
7. Purpose of Equipment/Project Request Form (check): (x) New Equipment () Replacement Equipment () Maintenance Equipment Request If Prior Unfunded Request, What FY 1st Submitted?		8. Department Priority: 3	
		9. Recommended Financing Source (check): (x) Purchase () Lease () Bond	
10. Purpose of Expenditure (check all applicable): () Increased Safety/Emergency () Reduce Personnel time () Expanded Service () Mandated by Federal, State, or Local Law () Scheduled Replacement () New Operation () Improve Procedures, Records, etc. () Replace Worn-Out Equipment () Present Equipment Obsolete (x) Other - Explain:			
11. Number of Units Requested: 1		12. Number of Similar Items in Inventory: 0	
13. Cost of Purchase (provide vendor estimate/proposal) Per Unit: Total: \$ 20,000		14. Estimated Useful Life in Years: 10-15 yrs	
15. Description/Justification (attach any supporting documentation/information of description/justification): Restructure current patrol room putting in work space to share as we have outgrown current desk/stations. This would allow for all persons to share work space which we are currently two short with current situation this would also allow for expansion in the future as this is shared work space. Also less expense as not as many computers needed when sharing. Three work stations with elevated work space for more ergonomic work space.			
16. Is this request a replacement? Y / N If so, please complete:			
Year Make Model Mileage Used for: Annual Maint. Costs			
17. Is this new piece of equipment useable by another department (check): () Yes (X) No			
18. Can the equipment being replaced be used by another department? (check): () Yes (X) No			
Signature: _____ Date: _____			
Notes (reserved): 			

Quote on Old Orchard Beach Police Patrol Room Workstations Revised 07-11-2023

Seven workstations approximately 24" deep and 40" wide. Four workstations will be have 4 support legs underneath. Three workstations, (#1, #4, and #7) will be supported by electric height adjustable bases. To the side, will be a bank of 18 lockable box/box/files which will be double stacked as shown. The top shelf (on top of the second row of files) will be 24" deep by 135" long and will have a 4" high splashguard running the length of the top.

QUOTE:

7	24" X 40" TOPS.....	\$141/EACH.....	\$ 987
2	24" X 67" TOPS.....	\$275/EACH.....	550
2	24" X 67" TOPS WITH BACKSPLASH	\$385/EACH.....	770
16	AIS SUPPORT LEGS.....	\$ 50/EACH.....	800
18	AIS SPEDBBF LOCKING BOX/BOX/FILES..	\$329/EACH.....	5,922
3	HIHATS2 ELECTRIC HEIGHT BASE.....	\$754/EACH.....	2,262
1	4' X 8' FORBO BOARD.....		700
1	DELIVERY AND INSTALLATION.....		750
	TOTAL.....		\$ 12,741

Best regards,

Bob Hayward

Robert M. Hayward – President

Fisher James Co., Inc.

W (207)282-6181

Quote on Old Orchard Beach Police Patrol Room Wall Cabinets 07-11-2023

Nine wall cabinets each measuring 30" wide, 36" high and 15" deep mounted to the left wall in the Patrol Room.

QUOTE:

9 UN3036HUT/WM WALL CABINETS..... \$ 639/EACH.....	\$5,751
1 DELIVERY AND INSTALLATION.....	750
TOTAL.....	\$ 6,501

Best regards,

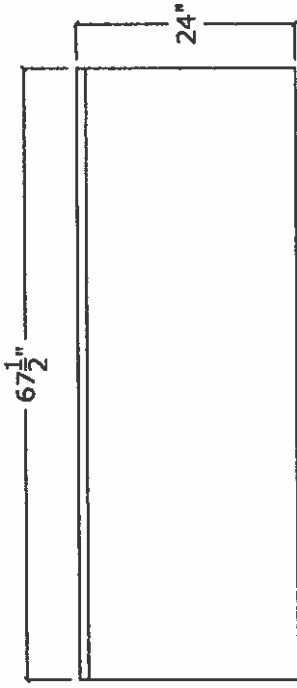
Bob Hayward

Robert M. Hayward – President

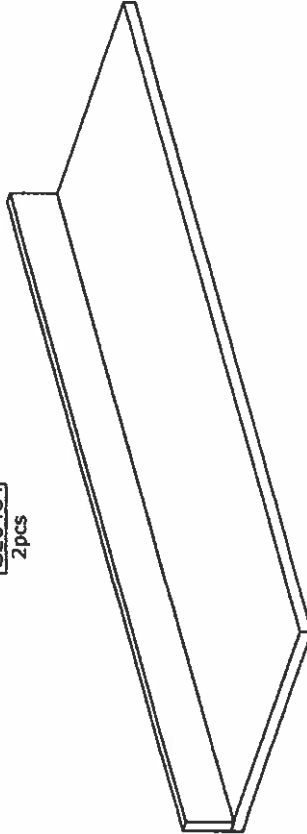
Fisher James Co., Inc.

W (207)282-6181

Orders submitted with ANY changes to your approved drawing will not be processed. Please contact your inside sales representative for an updated drawing before submitting your purchase order.



C20484
2pcs



APPROVED QUOTE SHEET (VALID FOR 90 DAYS)

PO# / Project:

Tag:

Changes required. See my notes and provide me with an updated drawing and quotation.

Drawing is complete. Please proceed and see the attached purchase order.

Client: Fisher James

Date: 04/06/2020

CAD File: Fisher(04062020_2)

Page: 8 of 8

Signature _____ Date _____

V



1
top only
2 pcs

67 $\frac{1}{2}$ "

24"

REFERENCE DRAWING

PO# / Project:

Tag:

Client: Fisher James

Date: 04/06/2020

CAD File: Fisher(04062020_2)

Page: 7 of 8

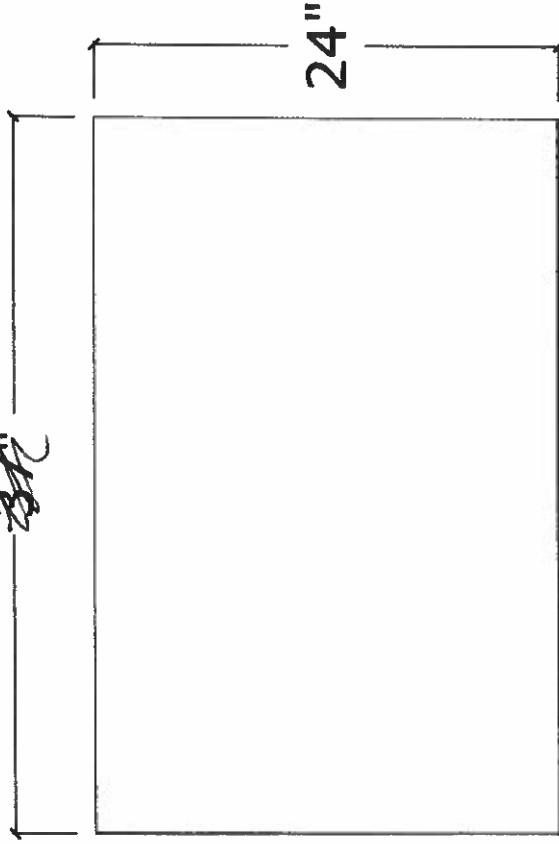
IOF

V

1
top only
2pcs

40"

~~37"~~



PO# / Project:

Tag:

Client: Fisher James

Date: 04/06/2020

CAD File: Fisher(04062020_2)

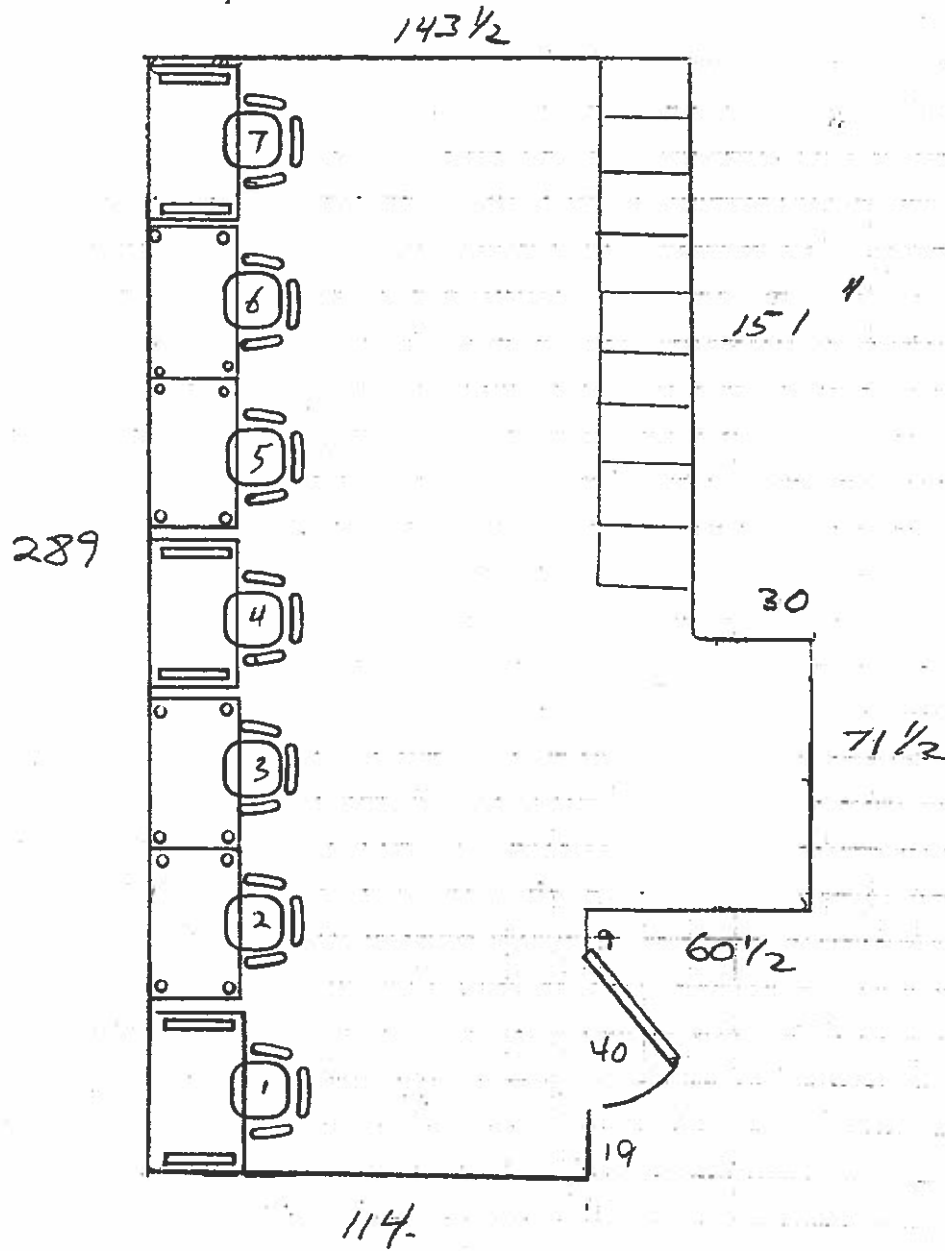
Page: 4 of 8

REFERENCE DRAWING

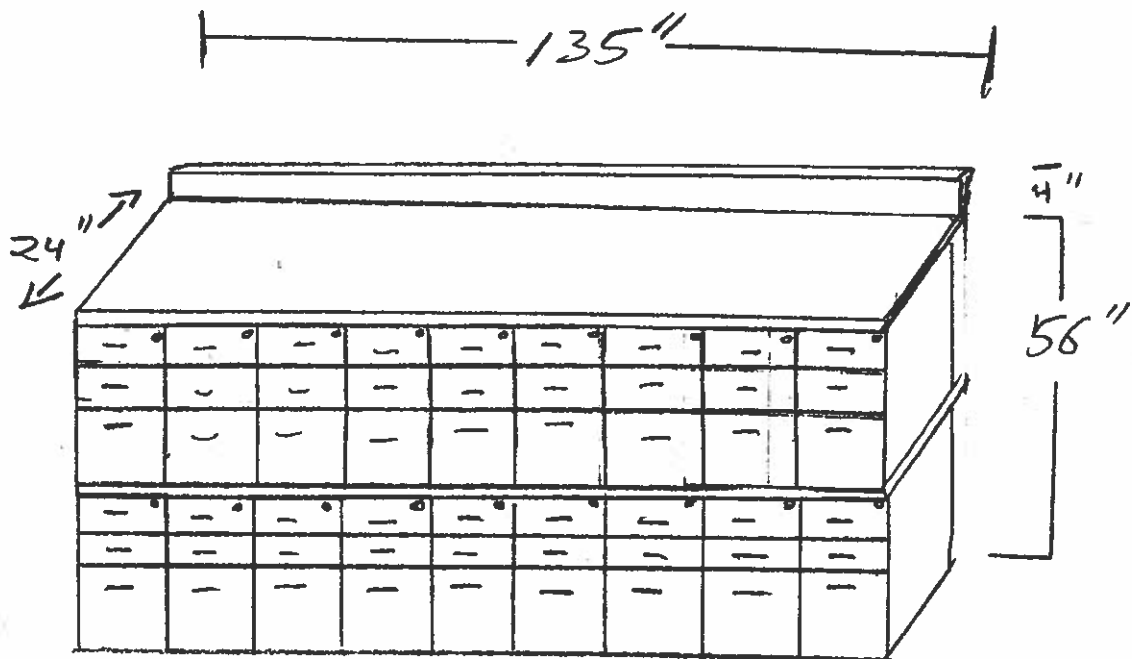
IOF

REVISED - 7/11/23

OOB PD - PATROL ROOM



18 cabinets. Metal from another vendor



AGENDA ITEM #7960

Discussion with Action: Approve the quote from Setronics in the amount of \$38,426.00, for the purchase of a security camera system for the Skate Park, and Recreation Building including the ballpark stadium, to be funded as follows: \$29,569.00 from account #51002-50926 CIP Recreation Building Upgrade with a balance of \$30,421.00, and \$8,857.00 from account number #51002-50837 CIP – Skatepark Improvements with a balance of, \$23,597.00.

Chair: Shawn O'Neill

The proposed security camera and software system will enhance surveillance capabilities and enable the Town to gather valuable data for better resource allocation and future planning for these essential public facilities. With these enhanced security measures in place, we can better protect our Community assets and maintain a secure environment that fosters recreational activities and leisure pursuits for all.



Memories Start *Here*

Town Of Old Orchard Beach
Recreation & Ballpark
7 Ballpark Way, Old Orchard Beach, ME 04064
207.934.0860
jwebber@oobmaine.com
www.oobmaine.com
www.OOBRec.com

Town Council Approval for Security Cameras and Software for Stadium, Recreation Offices and Skate Park

Diana Asanza, Town Manager and Members of the Town Council,

I am writing to formally request your approval to install security cameras and software at our town's stadium, recreation offices, and skate park. We have carefully considered the options and believe partnering with Setronics is the best choice for this vital project.

One of the primary reasons we have chosen Setronics is that their security system aligns with the systems currently installed at the Police Department and the School department. By adopting a consistent security infrastructure, we aim to streamline communication and cooperation among these entities, thus bolstering our community's overall safety and security.

Throughout the planning and evaluation phases, I have worked closely with Deputy Chief David Hemingway from the Police Department. His expertise and insights have been invaluable in shaping our security strategy. I am pleased to inform you that Deputy Chief David Hemingway has supported our decision to collaborate with Setronics to implement the security cameras and software.

The funding for this project has been diligently allocated through the budget process under Capital Improvements. We have responsibly assessed our town's needs, and this investment in security infrastructure aligns perfectly with our commitment to ensuring our residents and visitors' well-being and safety.

The proposed security camera and software system will enhance surveillance capabilities and enable us to gather valuable data for better resource allocation and future planning

for these essential public facilities. With these enhanced security measures in place, we can better protect our Community assets and maintain a secure environment that fosters recreational activities and leisure pursuits for all.

Given the above, I request your approval for the quote provided by Setronics, which outlines the equipment, installation, and software licensing required for this project. I have attached the detailed quote with this email for your convenience.

Accounts:

CIP – Community Building Security System (51002-50926)	- \$29,569
CIP – Skatepark Camera upgrade – (51002-50837)	- \$ 8,857
Total:	\$38,426

Thank you for considering this proposal, and I look forward to your positive response. If you have any questions or require further information, please do not hesitate to contact me.

**Sincerely,
Jason Webber
Recreation & Ballpark Director**



Old Orchard Beach Skate Park License Plate Camera

Prepared for:

Old Orchard Beach Police Department

David Hemingway
dhemingway@oobmaine.com

Prepared by:

setronics

..... security integrators

Andy Wilder
awilder@setronics.com

Monday, July 24, 2023

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

Dear David,

Thank you for the opportunity to present the following Proposal # 23-004034.

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


Scope of Work:

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

Customer Responsibilities:

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

Sincerely,



Andy Wilder
Senior Sales Executive
Setronics Corp.

COVID-19 & Other Hazardous Conditions

■ COVID-19 & Other Hazardous Conditions

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

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

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

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

Payment Terms

■ No Deposit - NET 30 Days

This proposal is valid for thirty (30) days.

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

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

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

Customer is responsible for all applicable state sales tax.

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

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

Project Price

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

Subtotal: **\$8,857.00**

Old Orchard Beach Skate Park License Plate Camera

Prepared by:

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

Prepared for:

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

Quote Information:

Quote #: 23-004034
 Version: 2
 Delivery Date: 07/24/2023
 Expiration Date: 07/28/2023


Quote Summary

Description	Amount
Project Price	\$8,857.00
Total:	\$8,857.00

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

Setronics Corp.

Old Orchard Beach Police Department

Signature: 
 Name: Andy Wilder
 Title: Senior Sales Executive
 Date: 07/24/2023

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Terms and Conditions

I. SERVICES

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

II. PAYMENTS

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

III. INDEMNIFICATION

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

IV. TERM AND TERMINATION

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

V. VENUE AND ENFORCEMENT

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

VI. ADDITIONAL TERMS

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

Statement from Brian LaCroix, President - Setronics Corp.

To Our Customers:

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

These practices, among others, include:

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

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



Sincerely,

Brian LaCroix
President of Setronics Corp.



Surveillance System for the Recreation & Ball Park area

Prepared for:

Recreation Department Old Orchard Beach Ballpark

David Hemingway
dhemingway@oobmaine.org

Prepared by:

setronics
●●●●● security integrators

Andy Wilder
awilder@setronics.com

Monday, July 24, 2023

Recreation Department Old Orchard Beach Ballpark
David Hemingway
1 Portland Avenue
Old Orchard Beach, ME 04064
dhemingway@oobmaine.org

Dear David,

Thank you for the opportunity to present the following Proposal # 23-004014.

The following detail outlines the scope of work for the sale and installation of Surveillance System for the Recreation Exterior area and the Ball Park exterior area.

Scope of Work:

- Provide and install Cat 6 for the all the cameras on the exterior of the Ball Park and on the Recreation office
- Provide and install (2) 180 Degree IP cameras with IR, mounts on the front and back of the Recreation Office Building
- Provide and install (1) 270 Degree IP cameras with IR, mounts on the south west side of the Office Building
- Provide and install (2) SMP Fixed IP Bullet cameras w/ IR facing on the maintenance building area and the play set area of the ball park
- Provide and install (2) 180 Degree IP cameras with IR, mounts, one in the middle of the Announcers Box viewing the field and one on the back side towards the play ground of the Announcers box viewing the rear of the parking lot and farm house
- Provide and install (1) Exacqvision 8TB NVR
- Provide and install (7) Exacq IP camera licenses
- Provide and install (2) 8 Port PoE network plus switches
- Program in all the cameras
- Focus the cameras
- Train office staff and provide Remote connection to the Police Station and Administrators

Customer Responsibilities:

- Provide username and passwords for existing devices
- Use the Old Orchard Recreational Office network between the Recreational Office and the Ball Park Announcers Booth.
- Provide a Static IP address and VPN configuration for the connection between the 2 buildings
- Provide continuous 120V power in the Recreational office and in the Announcers Booth
- Provide Internet connection and open ports for remote connectivity

Sincerely,



Andy Wilder
Senior Sales Executive
Setronics Corp.

COVID-19 & Other Hazardous Conditions

■ COVID-19 & Other Hazardous Conditions

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

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

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

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

Payment Terms

■ Weekday Labor Rates - 33% Deposit - NET30

This proposal is valid for thirty (30) days.

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

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

Setronics shall invoice this proposal as follows:

Upon Proposal Acceptance - 33% - Due Upon Receipt
Upon Commencement of Installation - 57% - Due Upon Receipt
Upon Completion - 10% - Due Net 30 Days

Customer is responsible for all applicable state sales tax.

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

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

Project Price

Qty	Description
4	WN7 Panoramic Multi-sensor camera, 180° view, (2MP X 4 sensors) 7.3MP
2	5MP IP Exterior Bullet Camera w/IR
1	8MP IP Multi-Sensor 360/270-Degree Camera w/IR
5	Wall/Pole mount, Material : Aluminum, Color : White, Dimensions :135(W
4	Cap adapter for the PNM-9084QZ, PNM-8082VT, PNM-9022V, PNM-9031RV
1	Can be used with PNM-9084RQZ/9085RQZ. Mount screw size : PF 1 1/2", Wh
1	22" LED Monitor w/ VGA, HDMI
2	8 Port PoE+ Network Switch
1	NVR w/8TB Storage & 4 IP Licenses
1	Rackmount Sliding Rail Kit A-Series
3	IP Professional Camera License
1	Cable, Materials and Labor

Subtotal: **\$29,569.00**

Surveillance System for the Recreation & Ball Park area

Prepared by:
Setronics Corp.

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

Prepared for:
Recreation Department Old Orchard
Beach Ballpark

1 Portland Avenue
Old Orchard Beach, ME 04064
David Hemingway
(207) 776-9132
dhemingway@oobmaine.org

Quote Information:
Quote #: 23-004014

Version: 2
Delivery Date: 07/24/2023
Expiration Date: 07/28/2023


Quote Summary

Description	Amount
Project Price	\$29,569.00
Total: \$29,569.00	

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

Setronics Corp.

**Recreation Department Old Orchard
Beach Ballpark**

Signature: 
 Name: Andy Wilder
 Title: Senior Sales Executive
 Date: 07/24/2023

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Terms and Conditions

I. SERVICES

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

II. PAYMENTS

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

III. INDEMNIFICATION

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

IV. TERM AND TERMINATION

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

V. VENUE AND ENFORCEMENT

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

VI. ADDITIONAL TERMS

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

Statement from Brian LaCroix, President - Setronics Corp.

To Our Customers:

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

These practices, among others, include:

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

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



Sincerely,

Brian LaCroix
President of Setronics Corp.

AGENDA ITEM #7961

Discussion with Action: Approve the quote from United Ag and Turf in the amount of \$18,359.18 for the purchase of a 2023 John Deere Gator HPX616E and 10ft utility trailer from account# 51002-50922 CIP Rec Equipment with a balance of \$21,743.31.

Chair: Shawn O'Neill

The John Deere Gator is a tool that will enhance the efficiency and productivity of the ballpark and recreational programs. Its versatile design and robust capabilities make it ideal for various tasks, including transporting equipment, maintaining the field, and assisting with various operations required for recreational events.



Town Of Old Orchard Beach
Recreation & Ballpark
7 Ballpark Way, Old Orchard Beach, ME 04064
207.934.0860
jwebber@oobmaine.com
www.oobmaine.com
www.OOBRec.com

John Deere Gator HPX615E Council agenda backup

Dear Town Manager and Council Members,

I am writing to request your approval for the purchase of a 2023 John Deere Gator HPX616E as part of the Capital Improvement Program (CIP) budget. This utility vehicle will be a valuable addition to our facilities, particularly for the ballpark and recreational programs, and I would like to highlight the reasons for this purchase and the benefits it will bring.

Purpose of the Purchase: The 2023 John Deere Gator HPX616E is an essential tool that will significantly enhance the efficiency and productivity of our ballpark and recreational programs. Its versatile design and robust capabilities make it ideal for various tasks, including transporting equipment, maintaining the field, and assisting with various operations required for recreational events.

Key Benefits of the 2023 John Deere Gator HPX616E:

1. **Versatility:** The Gator's multi-purpose functionality allows it to navigate various terrains, making it suitable for different recreational activities and events.
2. **Durability and Reliability:** John Deere is known for producing high-quality and reliable equipment, ensuring that the Gator will withstand the demands of frequent use and adverse weather conditions.
3. **Cost-Effectiveness:** As mentioned, the 2023 John Deere Gator HPX616E has been identified as the lowest bid among all the quotes received. This cost-effectiveness aligns well with our commitment to managing the town's finances responsibly.
4. **Improved Efficiency:** With the Gator's assistance, our staff can accomplish tasks more efficiently, allowing us to better serve the community and optimize our recreational programs.
5. **Safety:** The Gator is designed with safety features that will protect both our staff and the public during its operation.

Quotes :

United AG & Turf:	\$18,359.18
New England Power Equipment	\$20,826.64
Hall Implement Company	\$19,298.00

Considering the above benefits and the competitive pricing, I highly recommend approving the purchase of the 2023 John Deere Gator HPX616E from United Ag & Turf out of Sanford, ME. The acquisition of this utility vehicle will be a valuable investment in the town's recreational facilities, positively impacting the overall experience of our residents and visitors.

Thank you for considering this request. I am available to provide any additional information or answer any questions you may have.

Sincerely,

Jason Webber
Recreation & Ballpark Director



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
8 Shaw's Ridge Road
Sanford, ME 04073
207-324-5646
sanford@uatne.com

Quote Summary

Prepared For:
Old Orchard Beach
ME

Delivering Dealer:
United Ag & Turf
Aaron Johnson
8 Shaw's Ridge Road
Sanford, ME 04073
Phone: 207-324-5646
aaron.johnson@uatne.com

Quote ID: 29217463
Created On: 13 July 2023
Last Modified On: 20 July 2023
Expiration Date: 12 August 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™HPX615E (Model Year 2024) Contract: ME VA NASPO MA 18P 200513-142 (PG 8Y CG 22) Price Effective Date: July 12, 2023	\$ 17,163.00	\$ 14,760.18 X	1 =	\$ 14,760.18
PEQUEA MACHINE TR610 RS Contract: ME VA NASPO MA 18P 200513-142 (PG 8Y CG 22) Price Effective Date:	\$ 3,599.00	\$ 3,599.00 X	1 =	\$ 3,599.00
Equipment Total				\$ 18,359.18

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 18,359.18
Trade In	
SubTotal	\$ 18,359.18
Est. Service Agreement Tax	\$ 0.00
Total	\$ 18,359.18
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 18,359.18

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 29217463 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
8 Shaw's Ridge Road
Sanford, ME 04073
207-324-5646
sanford@uatne.com

JOHN DEERE GATOR™HPX615E (Model Year 2024)

Hours:

Suggested List *

Stock Number:

\$ 17,163.00

Contract: ME VA NASPO MA 18P 200513-142 (PG 8Y CG 22)

Selling Price *

\$ 14,760.18

Price Effective Date: July 12, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57GAM	GATOR™HPX615E (Model Year 2024)	1	\$ 14,899.00	14.00	\$ 2,085.86	\$ 12,813.14	\$ 12,813.14
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1012	High-Performance All-Terrain (HPAT) Tires	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2007	Standard Bench Seat - Black	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake and Tail Lights	1	\$ 573.00	14.00	\$ 80.22	\$ 492.78	\$ 492.78
3100	Cargo Box Power Lift	1	\$ 1,100.00	14.00	\$ 154.00	\$ 946.00	\$ 946.00
4000	OPS with Nets	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Poly Roof	1	\$ 591.00	14.00	\$ 82.74	\$ 508.26	\$ 508.26
4249	Less Front Brush Guard	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 2,264.00		\$ 316.96	\$ 1,947.04	\$ 1,947.04
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 17,163.00		\$ 2,402.82	\$ 14,760.18	\$ 14,760.18

PEQUEA MACHINE TR610 RS



JOHN DEERE

Selling Equipment

Quote Id: 29217463 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
8 Shaw's Ridge Road
Sanford, ME 04073
207-324-5646
sanford@uatne.com

Equipment Notes:

Hours: 0

Stock Number:

Contract: ME VA NASPO MA 18P 200513-142 (PG 8Y CG 22)

Price Effective Date:

Suggested List *

\$ 3,599.00

Selling Price *

\$ 3,599.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
TR610 RS	PEQUEA TR610 RS SINGLE AXLE 10FT TRAILER	1	\$ 3,599.00	0.00	\$ 0.00	\$ 3,599.00	\$ 3,599.00
Total Selling Price			\$ 3,599.00		\$ 0.00	\$ 3,599.00	\$ 3,599.00



Quote Summary

Prepared For:
TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVE
OLD ORCHARD BEACH, ME 04064
Business: 207-934-5714

Prepared By:
Jeffrey Dobson
Hall Implement Co.
1 John Deere Road
Windham, ME 04062
Phone: 207-892-6894
jeffreydobson@hallimplementco.com

Quote Id: 29218296
Created On: 13 July 2023
Last Modified On: 13 July 2023
Expiration Date: 31 August 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™HPX615E (Model Year 2024)	\$ 16,838.10	\$ 15,699.00 X	1 =	\$ 15,699.00
Equipment Total				\$ 15,699.00

Quote Summary

Equipment Total	\$ 15,699.00
SubTotal	\$ 15,699.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 15,699.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 15,699.00

Trailer \$3,599
\$19,298.⁰⁰

\$3,599 10ft Trailer

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 29218296

Customer: TOWN OF OLD ORCHARD BEACH

JOHN DEERE GATOR™HPX615E (Model Year 2024)				
Hours:				Suggested List
Stock Number:				\$ 16,838.10
				Selling Price
				\$ 15,699.00
Code	Description	Qty	Unit	Extended
57GAM	GATOR™HPX615E (Model Year 2024)	1	\$ 14,899.00	\$ 14,899.00
Standard Options - Per Unit				
0202	United States	1	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	\$ 0.00
1011	High-Performance All-Purpose (HPAP) Tires	1	\$ 0.00	\$ 0.00
2007	Standard Bench Seat - Black	1	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake and Tail Lights	1	\$ 573.00	\$ 573.00
3100	Cargo Box Power Lift	1	\$ 1,100.00	\$ 1,100.00
4000	OPS with Nets	1	\$ 0.00	\$ 0.00
4030	Black Poly Roof	1	\$ 591.00	\$ 591.00
4249	Less Front Brush Guard	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 2,264.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 950.00	\$ 950.00
	Setup	1	\$ 150.00	\$ 150.00
	GOVERNMENTAL DISCOUNT	1	\$ -1,424.90	\$ -1,424.90
Other Charges Total				\$ -324.90
Suggested Price				\$ 16,838.10
Customer Discounts				
Customer Discounts Total			\$ -1,139.10	\$ -1,139.10
Total Selling Price				\$ 15,699.00



New England Power Equipment

Bill of Sale

Deal # 2171

400 Boston Post Rd
Old Saybrook, CT 06475
860-395-1688

Sales Person: Scott Hart

Date: 07/13/2023

Buyer: Stewart, Tyler
Old Orchard Beach, ME (York) 04064 -
tstewart@oobmaine.com
(M) 207-284-3989

Table with 5 columns: Stock#, Unit, VIN, Mi/Hrs, Price. Row 1: STEWART, New John Deere 57GAM (green), VIN, 0, \$15,399.00. Summary: Total Unit(s) Price: \$15,399.00

Invoice Summary table with items: Total Unit(s) Price: \$15,399.00, Total Freight: \$0.00, Total Set-Up: \$0.00, Total Other: \$0.00, Total F&I: \$0.00, Total Parts: \$0.00, Total Service: \$0.00, Sales Tax: \$1,028.64, Doc Fees: \$0.00, Other Fees: \$800.00, Total Sale Price: \$17,227.64, Trade-In Allowance: \$0.00, Trade-In Payoff: \$0.00, Trade-In Value: \$0.00, Cash Back: \$0.00, Payments: \$0.00, Balance Due: \$17,227.64. Handwritten: Trailer 3,599

Total \$20,826.64
\$3,599 Trailer
IDFT.

AGENDA ITEM #7962

Discussion with Action: Renew the liquor license for Sandy Bottom Investment Group LLC, Myst Restaurant, (306-1-2-I), 1 East Grand, m-s-v in a class I restaurant.

Chair: Shawn O'Neill

AGENDA ITEM #7963

Discussion with Action: Renew the liquor license for Surfs Up LLC, Surf 6 Restaurant, (306-2-9), 2 Cortland St., m-s-v in a class I restaurant.

Chair: Shawn O'Neill

AGENDA ITEM #7964

Discussion with Action: Approve the bid from Eastern Salt for the purchase of sodium chloride bulk road salt at \$74.74 per ton from account 20151-50515 Road Salt – Winter with a balance of \$100,000.

Chair: Shawn O’Neill

The Town purchases salt for winter road treatment through a regional purchasing agreement administered through the State of Maine Department of Administrative and Financial Services Division of Procurement Services.

ADJOURNMENT

Chair: Shawn O’Neill

MA 18P 2306120000000000178
NEW

State of Maine



Master Agreement

Effective Date: 07/01/23

Expiration Date: 06/30/24

Master Agreement Description: Road Salt for Select Maine Municipalities/Political Subdivis

Buyer Information

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

Issuer Information

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

Requestor Information

Sharon Krechkin 207-624-3038 ext. sharon.krechkin@maine.gov

Agreement Reporting Categories

Authorized Departments

17A TRANSPORTATION

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000000083

Vendor Name

Eastern Salt company Inc.

Alias/DBA

Vendor Address Information

134 Middle Street
Suite 210
Lowell, MA 01852
US

Vendor Contact Information

Karen Girard
978-251-8553 ext.
kgirard@easternsalt.com

Commodity Information

Vendor Line #: 1

Vendor Name: Eastern Salt company Inc.

Commodity Line #: 1

Commodity Code: 77545

Commodity Description: Road Maintenance Salt (See Class 192 for Ice Removal Chemicals)

Commodity Specifications:

Commodity Extended Description: Master Agreement Contracts for Road Salt for State of Maine Municipalities.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00	07/01/23	06/30/24
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 6/30/2023
2A644AF5681F482...

Signature Date

David Morris, Acting Chief Procurement Officer

and

Eastern Salt company Inc.

DocuSigned by:
Shelagh E. Mahoney 6/30/2023
F250A0FDE6464A8...

Signature Date

Shelagh E. Mahoney, President

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – MA User Information and/or Specifications
<input checked="" type="checkbox"/>	List of participating Municipalities and Political Subdivisions
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ

RIDER A
Master Agreement User Information and/or Specifications
MA 230612-178

Commodity: Road Salt for Select Maine Municipalities/Political Subdivisions

Master Agreement Competitive Bid RFQ: 17A 230504-268

Contract Period: Through June 30, 2024.

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Kaitie Butler **Tel:** 855-676-9388

Email: kbutler@easternsalt.com

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

I. GENERAL REQUIREMENTS

MUNICIPALITIES/POLITICAL SUBDIVISIONS: Municipalities/Political Subdivisions are committing to buying at least 75% of that quantity and the prices received will also be held for up to 125%. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures. Participating entities are 100% responsible for whatever they commit to and the State of Maine and/or MDOT will not pay for salt the municipalities do not use or pay for.

AUDITS AND ACCOUNTING:

The successful bidder shall allow representatives of the State of Maine to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful bidder may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

INVOICING:

Separate invoices are required for each order number. Invoices shall include the stockpile location the order is taken from. Each load is to be listed separately with the date

delivered on the invoice. Partial orders will not be paid for unless the State has over-ordered for a particular location. Matching delivery slip numbers for each order should be included on the invoice. Invoices received with the delivery slip numbers will be processed prior to invoices without delivery slip numbers.

ORDERING PROCEDURE:

Municipalities, Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

MEASUREMENTS:

The term 'Ton' shall mean the short ton consisting of 2,000 pounds avoirdupois. Each truck used to haul salt shall bear a plainly legible identification mark, and a tare weight shall be taken prior to each load.

WEIGH SLIPS:

Each truck delivery shall be accompanied by a weigh slip, which shall be left with an employee who works at the delivery point of load. The employee will sign a copy of the weigh slip to acknowledge the receipt of the load.

Contractor shall provide numbered weigh slips, which show the following information:

- Name and address of the contractor
- Name and address of the owner of the scales
- Location of the scales
- Consignee and destination
- Date of delivery
- Order number
- Gross, tare and net weights
- Signature of weigher
- Current vehicle registration number and/or other legible identification mark and signature of vehicle operator
- Space for signature of the department employee accepting the shipment

The State of Maine/Municipalities/Political Subdivisions reserves the right to weigh any truck at a designated location before or after delivery to any particular storage site.

STORAGE REQUIREMENTS

All salt distribution piles shall be covered to prevent the salt from becoming excessively damp. Salt distribution piles shall be covered, or stored within a building, within five (5) days of being established.

DELIVERY REQUIREMENTS:

The sodium chloride shall arrive at the delivery location in a free flowing and useable condition. All truck deliveries shall be dumped at a specific location, either inside or immediately outside a storage building, as directed by the on-site personnel.

Deliveries of trucked salt shall be protected in transit by tight, waterproof coverings to avoid spillage and to prevent additional accumulation of moisture during transit to ensure the least possible moisture content upon delivery. Torn, ripped or permeable load covers or excess water running out of the delivery truck are unacceptable conditions and are likely to result in rejection of the load (ref. "Delivery Rejection" section below).

All deliveries of salt **must** be made in complete compliance with existing state, national, provincial laws or regulations. Violation of any laws or regulations, including but not limited to weight limitations, shall be considered as grounds for disqualification of the supplier, hauler or both.

DELIVERY:

Orders for salt shall be delivered within five (5) business days of order notification to the contractor. If the contracted vendor fails to deliver within five (5) business days and the municipality/political subdivision is forced to purchase salt from another source, the vendor will be notified by the requesting entity, the late order can be canceled, and the quantity purchased from the other source will be deducted from the minimum agreed to amount without penalty to the municipality/political subdivision. If non-delivery occurs more than twice the municipality/political subdivision will have the option to terminate the contract without penalty. Contractor will make every effort to have delivery vehicle arrival times spread out so as not to exceed the capacity of the equipment used to pile the salt at the delivery location. Should several vehicles arrive at the delivery point at the same time, some vehicles may be delayed before being allowed to dump their load.

NOTICE OF DELIVERY:

The contractor must provide a minimum twenty-four (24) hour notice to any Municipality/Political Subdivision office prior to any delivery. Notice must include scheduled delivery date, estimated time and quantity of salt to be delivered

FAILURE TO DELIVER:

If a contractor fails to furnish salt in accordance with all requirements, including delivery through the end of the contract period, the-Municipalities/Political Subdivisions may re-purchase the same item from another source, without competitive bidding, and the original contractor may be liable to the Municipalities/Political Subdivision for any excess cost. The Municipalities/Political Subdivision will be responsible for any litigation for non-deliveries. The State of Maine is not liable for any costs associated with and will not participate in any litigation between Municipalities/Political Subdivisions and the contractor. Experience from past winters has shown that, during periods of heavy storm activity, the ability to provide a trucking capacity of at least twelve (12) 30-ton deliveries, per day, per

region, will be necessary at times. Contractors that are unable to reliably provide salt deliveries may become ineligible to receive future contract awards.

INSPECTIONS:

Municipalities/Political Subdivisions shall be provided free entry and access at the Contractor's storage areas for sampling. It is anticipated that determination for initial compliance will be made from samples obtained from the supplier's storage areas or from rail cars if no storage areas are provided within the state. Shipments to the delivery locations may be randomly sampled for compliance. Said samples shall be representative of all salt delivered to a location on that day. Penalties, if any, will be assessed against the accumulated and mixed samples of each day's delivery to each location. Details of penalties and percentages are outlined in Section III, *Penalties and Price Adjustments*. Laboratory results will be provided to the Contractor when penalties are assessed.

Contractor is strongly encouraged to sample and test their product prior to shipping product to the buyer so that any necessary corrective action may be taken to assure conformity to specifications.

DELIVERY REJECTION:

Municipalities/Political Subdivisions reserves the right to reject or refuse any salt or deliveries which do not conform to these specifications for screen size, chemical quality or moisture content, or which are not delivered in good condition. Shipments that are rejected will be returned to the Contractor at no cost to the state. Contractor shall promptly replace all deliveries of salt that are rejected. Deliveries of unusable salt will reduce the amount estimated for that municipality and that municipality will not be required to order the full 75% amount of their estimated seasonal amount.

II. SPECIFICATIONS FOR MINED ROCK SALT

CHEMICAL COMPOSITION:

The sodium chloride shall conform to a chemical composition of a minimum of 95%. Variations of less than 95% but above 93% will result in acceptance at reduced payment as provided in Section III, *Penalties and Price Adjustments*.

GRADING:

Rock salt shall conform to the following particle size distribution specifications as determined by laboratory sieves:

- Passing a ½" sieve (12.50mm) 100%
- Passing a 3/8" sieve (9.50mm) 95% - 100%
- Passing a No. 4 sieve (4.75mm) 20% - 80%
- Passing a No 8 sieve (2.36mm) 10% - 50%
- Passing a No 30 sieve (0.60mm) 0% - 10%

Because of restrictions used to calibrate salt on Department sanders, the 1/2" gradation requirement is critical. The contractor will be required to re-screen the sodium chloride for continued oversize deliveries.

MOISTURE:

Salt shall be in a free-flowing condition when received at the delivery location with a moisture content not to exceed 1%.

ANTI-CAKING ADDITIVE:

Salt shall be loose and free of lumps and shall contain not less than 20ppm of pure anti-caking agent. All bidders are required to identify type of anti-cake additive used in their product. Bidders are required to submit the appropriate Material Safety Data Sheets (MSDS) and Product Information/Data Sheets to the State of Maine at the time of bid response.

III. PENALTIES AND PRICE ADJUSTMENTS

CHLORIDES:

Penalties will be assessed against the accumulated and mixed samples of each day's deliveries to each location for salt that does not meet the chemical composition of total chlorides as specified in Table 1.

TABLE 1 – Percent Sodium Chloride

Percent (%) of Sodium Chloride	Percent (%) of Payment of Unit Bid Price
95.0 % - 100%	100%
94.0 % – 94.9 %	96%
93.0 % - 93.9 %	92%
Below 93.0 %	Not Acceptable

MOISTURE:

Delivered rock salt shall not normally exceed one percent (1.0 %). Salt which exceeds the moisture content as specified will be subject to penalties according to Table 2.

TABLE 2 – Moisture Content for Rock Salt

Moisture Content	<u>Percent (%) of Payment of Unit Bid Price</u>
0 – 1.0 %	100%

1.1 – 2.0 %	98%
Above 2.0 %	Normally rejected. If accepted, see ** below

** Rock salt with a moisture content in excess of 2% will normally be rejected. If the state elects to accept salt with a moisture content exceeding 2%, the price reduction shall be calculated as follows:

Percentage (%) of payment of unit bid price = $100 - 3.5 (\text{moisture content in } \% - 1)$

Example: *Rock salt with a moisture content of 3.0 %*

% of Payment of unit bid price = $100 - 3.5 (3.0-1.0)$

% of Payment of unit bid price = 93.0 %

GRADATION:

A penalty will be assessed for gradations that exceed the maximums specified in Section II, *Grading*. The bid price of the salt will be reduced by one (1) percent for each percent by which gradation exceeds the maximums allowed.

CONTAMINATION:

Each load of salt having contaminants in it (e.g. trash, pavement chunks, tarps, etc...) shall be subject to rejection at no cost to MaineDOT. If MaineDOT elects to keep the delivery, a penalty of 5% will be applied to each load, in addition to any other applicable penalties that may be in effect.

ASSESSMENT OF PENALTIES:

Random sampling and testing of rock salt shall be obtained and tested by Maine Department of Transportation personnel. Failing test reports will be used to calculate reduced payments when penalties and price adjustments are to be applied. The reduction in payment shall continue until such time as a new passing test is obtained. When onsite inspections and tests indicate that the salt being supplied is an inferior product, the Contractor will be notified that the salt is unacceptable. If acceptable rock salt is not provided within five (5) business days (or as otherwise authorized by the MaineDOT/Municipalities/Political Subdivisions), then the MaineDOT/Municipalities/Political Subdivisions may pursue such actions as described in Section I, *Failure to Deliver*.

EXCESSIVE PENALTIES:

Contractors that are unable to reliably provide salt meeting the specifications set forth in Section II, without penalties, may become ineligible to receive future contract awards.

IV. SAMPLING AND TESTING

SAMPLING:

Each sample submitted for testing shall consist of a minimum of three increments selected at random from the material. Each increment shall be at least a pound in weight and not include the top inch of stored material. Every attempt shall be made to insure a composite sample representative of the pile. Samples for chemical composition, gradation and anti-caking may also be obtained at the time of delivery to the purchaser's delivery destination.

METHOD OF TESTING:

1. Chemical composition testing for sodium chloride shall conform to the rapid method of testing given in Appendix A1 of AASHTO M-143-86. A second method of rapid analysis could be the use of Gran's plot titration method developed by Orion Research Incorporated. In case that the coarse salt sample is used 100.00 g sample is taken and dissolved in a 2-liter volumetric flask quantitatively. An aliquot of 5.00 ml or 2.00 ml of this solution is then pipetted out to the titrated according to either of these two methods.

If controversy occurs, analysis shall be made in accordance with the method specified for "Salt" in the current "Official Methods of Analysis for the Association of Official Agricultural Chemists".

2. Particle size analysis shall consist of using sieves with square openings mounted on substantial frames or interlocked in a manner as to prevent loss of material during sieving. Woven wire cloth shall conform to AASHTO M92. Gradation analysis shall be made on oven dried material and the sample shall weigh after drying at least 500 grams. In no case shall the fraction retained on any sieve at the completion of the sieving operation weigh more than four grams per square inch of sieving surface (this is 200 grams for 8 inch diameter round sieves).

If sieving is completed by hand, the procedure will include shaking with lateral and vertical motion with occasional jarring action so as to keep the material moving continuously over the surfaces of the sieves for a time of not less than three minutes. The balance or scale shall be sensitive to within 0.2% of the weight of the sample to be tested.

3. Moisture content shall be determined by a method of weighing before and after oven drying at $110^{\circ} + 5^{\circ} \text{ C}$ ($230^{\circ} + 9^{\circ} \text{ F}$) for a minimum of four hours.

4. The test for anti-caking material shall be made following the attached method for colorimetric determination of YPS or YPP treated salt. For an anti-caking material other than YPS or YPP the successful bidder shall indicate the chemical nature of the material and shall furnish a laboratory procedure for determining the amount of anti-caking material to the Maine Department of Transportation, Testing Engineer, P.O. Box 1208, Bangor, Maine 04401 within 30 days of the award of the bid by the Bureau of Purchases.

METHOD FOR THE COLORIMETRIC DETERMINATION - YPS TREATED ROCK SALT

Scope of Method

This colorimetric procedure is applicable in determination range 0-100 ppm of Sodium Ferro cyanide $\text{Na}_4\text{Fe}(\text{CN})_6 \cdot 10 \text{H}_2\text{O}$ (YPS) utilizing a colorimeter such as the Coleman Jr. II spectrophotometer.

Reagents

1. Sodium Ferro cyanide $\text{Na}_4\text{Fe}(\text{CN})_6 \cdot 10 \text{H}_2\text{O}$
2. Ferrous Sulfate $\text{FeSO}_4 \cdot 7 \text{H}_2\text{O}$
3. Sulfuric Acid, concentrated
4. Sodium Chloride, reagent grade
5. Sodium Hydroxide, reagent grade

Reagent Solutions

A. Sodium Ferro cyanide Solutions

1. 0.1% solution - weigh exactly 1.000 gram of Sodium Ferro cyanide, dissolve in distilled water and dilute to 1 liter.
2. 0.05% (500 ppm) solution - take 50 ml aliquot of the above 0.1% solution and dilute to 100 ml.

B. Ferrous Sulfate (5% solution)

Dissolve 5 grams $\text{FeSO}_4 \cdot 7 \text{H}_2\text{O}$ in approximately 50 ml of water, add 2 ml concentrated Sulfuric Acid and dilute to 100 ml.

C. Sodium Hydroxide Solution (2%)

Dissolve 20 grams of NaOH in 1 liter of water.

D. Sulfuric Acid, 1:5

Add 20 ml of conc. H_2SO_4 slowly into 100 ml of water, mix well and let cool.

Note: Solutions A and B should be prepared fresh daily or as required.

Preparation of Standards

Six 25 gram samples of reagent grade NaCl are weighed (to 0.01 g) and placed in 250 ml beakers. To each of the samples add 0, 1, 2, 3, 4 and 5 ml of 0.05% sodium Ferro cyanide solution, respectively, (0 ml being a blank) mix well. Prepare standard solution by adding NaOH and H_2SO_4 as described in the sample preparation except NO filtration is needed. To all six flasks add 5 ml of the Ferrous Sulfate solution, bring to 100 ml mark with water, cover flasks with stoppers and mix well. Maximum intensity of color develops in 15 minutes. The standards now indicate 0-100 ppm of Sodium Ferro cyanide in increments of 20 ppm with respect to the original salt sample.

Determination of Sodium Ferro cyanide in Rock Salt

The bulk sample is split down to representative sample of about 300 grams. This portion is then pulverized such that it will all pass a 70 mesh sieve and is mixed thoroughly to ensure good homogeneity. A 25 gram portion of this material is mixed with 5 ml 2% NaOH, stirred and let set for 10 min., 60 ml of water is then added into this solution and the pH is adjusted to 2 with H₂SO₄ (1:5). The solution is filtered through a #1 Whatman filter paper into a 100 ml volumetric flask. Five ml of Ferrous Sulfate solution is added, the volume brought to mark, the flask stoppered, the contents well mixed and allowed to stand 15 minutes. The absorbance of each of the standard solutions is determined against the blank solution at

775 nm. A calibration curve of absorbance vs. ppm is constructed. The absorbance of the samples is then determined and the concentration is read off the calibration curve.

Municipality	2023-2024 Tonnage	Bid Price Per Ton
Acton	1500	\$79.24
Berwick	2500	\$79.24
Canton	352	\$83.02
Dresden	450	\$81.34
Fryeburg	800	\$81.55
Greene	980	\$79.45
Greenwood	425	\$82.81
Hollis	1200	\$75.31
Kennebunk	2400	\$75.88
Kennebunkport	800	\$76.72
Lebanon	1200	\$78.61
Lisbon	3500	\$77.14
Livermore Falls	500	\$83.85
Lovell	600	\$82.18
Lyman	1200	\$75.88
Newfield	600	\$79.03
Norway	1100	\$79.66
Old Orchard Beach	1285	\$74.74
Oxford County	650	\$80.92
Poland	950	\$76.72
Raymond	1200	\$75.31
Sabattus	1440	\$79.24
Sanford	4400	\$77.56
Stoneham	120	\$81.97
Sumner	1000	\$83.43
Turner	1100	\$80.08
Waterboro	2000	\$76.30
Wiscasset	1000	\$80.08

RIDER B TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
 - d. The term "Division" shall refer to the State of Maine Division of Purchases.
 - e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term "Contract" or "Agreement" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

- 3. TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination,

excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders
and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

Appendix A

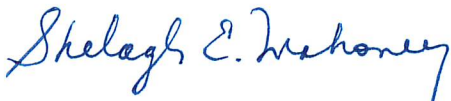
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Eastern Salt Company, Inc.		
Chief Executive - Name/Title: Shelagh E. Mahoney, President		
Tel: 978-251-8553	Fax: 978-251-8244	E-mail: info@easternsalt.com
Headquarters Street Address: 134 Middle Street, Suite 210		
Headquarters City/State/Zip: Lowell, MA 01852		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Jason Archambault, Sales		
Tel: 978-251-8553	Fax: 978-251-8244	E-mail: info@easternsalt.com
Street Address: 134 Middle Street, Suite 210		
City/State/Zip: Lowell, MA 01852		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Shelagh E. Mahoney	Title: President
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: May 16, 2023

Debarment, Performance, and Non-Collusion Certification

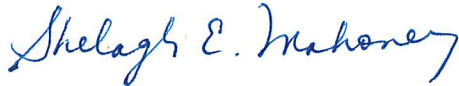
By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Shelagh E. Mahoney	Title: President
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: May 16, 2023