Town Council - Meeting Agenda

July 21, 2026 @ 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:

PRESENTATION:

ACCEPTANCE OF MINUTES:
Accept the minutes of the 6/16/2026 Regular Town Council Meeting.

Chair: Shawn O'Neill

PUBLIC HEARING – ORDINANCE AMENDMENTS:

Shall the Town amend the Code of Ordinances, Chapter 42, Parks and Recreation, Division 5, Special Events, by adding to the special event permit, a permit for a food truck on private property.

Chair: Shawn O'Neill

NOTICE OF PUBLIC HEARING
MUNICIPAL OFFICERS OF THE TOWN OF
OLD ORCHARD BEACH

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on July 21st, 2026 to consider the following:

Shall the Town Council of the Town of Old Orchard Beach amend the Code of Ordinances, Chapter 42, Parks and Recreation, Division 5, Special Events, by adding the underscored language as follows:

Division 5.-Special Event Permits

Subdivision 1.-In General

Sec. 42-231. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adjacent tidewaters means the ocean waters along the shoreline of the town beach and extending for a distance of 300 feet from such beach, measured from the low water mark.

Beverages means alcoholic and non-alcoholic drinks.

Food Cart means a small, non-motorized unit (pushed by hand or towed) that is typically unenclosed, and requires external transportation, and focuses on limited menus or pre-packaged food and beverages.

Food truck means a motorized vehicle or Food Trailer that is completely mobile from which prepared and/or pre-packaged food and beverages are served. The term "food truck" shall not include ice cream trucks.

Mobile Food Business means a food truck, Food Trailer and food cart as defined in this section.

Private Property means the real property that has a primary structure located on the property for which an event is located.

Public property means:

(1) Any land owned by the town, including but not limited to Veterans Memorial Park, the town beach; and

(2) Adjacent tidewaters.

Special event means any event, sponsored by an individual, corporation, partnership or other entity or organization, intended primarily for recreational, entertainment or charitable purposes, which requires the use of public property, including events which might otherwise be prohibited by division 2 of this article pertaining to the use of motorized and nonmotorized water toys on the town beach.

Special Event on Private Property means a gathering that a sponsoring individual or organization conducts on private property.

Town beach means that beach area and public parkland taken by the town for a public park on or about April 23, 1935, and May 5, 1935, the records of which are on file in the office of the town clerk.

Sec. 42-232. Purpose.

The purpose of this division is to provide the town council with a mechanism for regulating the dates, times, location and conditions under which permittees are authorized to make use of the public property in a manner which is consistent with the public health, safety and welfare and which promotes the use of public property for special recreational, entertainment, or charitable events. This division also regulates mobile businesses that provide services to guests for events on private property.

Sec. 42-233. Enforcement.

This division and the terms of a special events permit issued shall be enforced by any lifeguard employed by the town, by any law enforcement officer, or by any other designated town official duly authorized to enforce this division. The authority of lifeguards to enforce this division is limited to the town beach. A Special Event Permit and Special Event Permit for Private Property can be suspended at any time if the Code Enforcement Department or Police/Fire Departments believe a violation has occurred, or there is a life safety issue. The Town Council may revoke a permit after notice and hearing.

Sec. 42-234. No rights created.

This division grants no rights to and creates no property or other legal interests in any person. The town council, as trustee of public property, retains full control over public property and may in its sole and exclusive discretion issue, issue with conditions or deny special events permits. Decisions of the town council under this division shall be final, and this division provides no right of appeal.

Sec. 42-256. Required.

No person may conduct a special event on public property, or operate a mobile food business on private property, without a special events permit issued by the town council pursuant to this subdivision. The application must be received at least 30 calendar days prior to the event.

Applications for public property may be approved for up to three years prior to the event; however, the applicant must meet with the department heads at least 60 days prior to the event for that year.

Bonfires, small gatherings, including weddings (less than 25 people), located on public property, will require administrative approval only.

Events at the ballpark will require an approved contract or agreement with the Town of Old Orchard Beach with final administrative approval only; however, the town council reserves the right to place the application on the town council agenda before a contract or agreement is signed.

A change in date may be granted administratively due to a cancellation because of rain, snow, piping plovers, conflict with another event, or other needs that may arise.

Sec. 42-257. Criteria for issuance.

In considering whether to issue a special events permit pursuant to this subdivision, the town council shall consider whether the proposed special event:

(1) Is consistent with the goal of promoting use of public property for recreational, entertainment or charitable events.

(2) Can be conducted in the location proposed without endangering the public safety or disturbing the peace and order of the public property.

A. For mobile businesses on private property:

(1) No owner of private property shall allow any mobile food business to operate at an event on their property without a Special Event Permit for Private Property issued by the Town Council. It shall be the responsibility of the property owner to file a new permit application no later than thirty (30) calendar days before the event is held on the property. A single Special Event Permit application can apply to multiple events each calendar year.

(2) Special Event Permits for Private Property can be issued for no more than two mobile food businesses at any one time. A mobile food business can only operate on private property for two days during a seven-day period, and only during the time of the special event. Maximum hours allowed are six hours between the time frame of 10 a.m. and 10 p.m.

(3) Mobile Food businesses may serve event guests and employees only. Service to the general public is prohibited.

(4) State Approvals. Mobile food businesses shall secure all applicable state license and permit approvals, including any inspections, before serving event guests. State approval documentation shall be provided to the town clerk's office before final approval.

(5) Application/Operation Details. An owner or operator of a mobile food business must submit an application to the town council for a special event permit on private property y submitting the following:

1. Location of mobile food business on the real property.
2. Description of mobile food business. Description shall include a visual representation such as a recent photograph.
3. Dates and times mobile food business will be located on private property.
4. Description of the event serviced by the mobile food business.
5. State Qualified Catering Permit if serving alcohol.
6. Emergency contact information.
7. Must have hot/cold running water on the mobile food truck, and must have an adequate container for wastewater. The disposal of wastewater on public property is prohibited.

Sec. 42-259. Conditions.

Each special events permit issued pursuant to this subdivision shall, at a minimum, specify the permit holder's obligations as to the following:

(1) Dates and times.

(2) Designated areas of public property and private property to be affected.

(3) On public property, an insurance policy, for property damage or bodily injured in the amount of at least $500,000.00, listing the Town of Old Orchard Beach as additionally insured. If alcohol is being served, liquor liability insurance is required, with a minimum amount of $2,000,000.00, listing the town as additionally insured.

(4) Crowd control.

(5) Parking.

(6) Cleanup.

(7) Any other conditions which the town council deems necessary to protect the public safety and maintain order on the public property.

(8) Inspection of Mobile Food Businesses. The Code Enforcement Officer and Fire Department shall have the authority to inspect the location of the mobile food business, as well as the mobile food truck before serving event guests.

(9) Mobile Food Businesses cannot be located within 100 feet of an establishment that sells food and beverages.

Mobile Food Businesses cannot be located within 20 feet of the front property line on the private property where the mobile food business will operate, as shown on the Town of Old Orchard Beach zoning map.

Sec. 42-260. Liability.

The holder of a special events permit issued pursuant to this subdivision shall be solely responsible for conducting the special event in compliance with the conditions of the permit and for maintaining public safety and order during the special event. The town assumes no liability or responsibility by issuing the permit.

Sec. 42-261. Exemptions.

Special event permits and special event permits on private property are not required within the Campground Overlay District and Amusement Overly District.

Secs. 42-261—42-280. Reserved.

Under the Schedule of License, Permit and Application fees, Special Event Permits are $50 per day.

Per Order of the Municipal Officers this________ day of _____________, 2026.

A True Copy
Attest:

____
Kim M. McLaughlin, Town Clerk

Commentary on Proposed Amendment: Agenda Item 9042 Mobile Food Businesses for Special Events

The Town has received requests from local businesses and residents to allow food and beverage trucks for special events held on private property. These requests include both commercial gatherings and private celebrations, such as birthday parties.

Under the current Zoning Ordinance, food trucks are only permitted in limited areas: the Campground Overlay District, the Amusement Overlay District, the Salvation Army property, or through Town Council–approved special event permits. To address new needs while maintaining protections for downtown brick-and-mortar establishments, an amendment has been drafted to expand the Special Event Permit process to include food and beverage trucks on private property.

The proposed changes have been reviewed by the Code Enforcement Department, the Town's Health Officer, Police and Fire Departments, and Attorney Phil Saucier. Staff also met with the first requester, Seashell Cottages, to review the amendment prior to presenting it to the Town Council.

This amendment aims to provide flexibility for mobile food services at private events while also safeguarding nearby food service businesses. Key elements of the amendment include:

- Applications must be submitted at least 30 days prior to the event, with required information such as location, event description, dates and times, qualified catering permit (if alcohol will be served), emergency contact information, and confirmation that wastewater will not be disposed of on public property.
- Mobile food businesses may serve only event guests and employees; service to the general public is not allowed.
- Codes and Fire personnel may inspect the event location and the mobile food business before operation.
- Mobile food businesses must be located at least 100 feet from any existing food or beverage establishment.
- Operation is limited to two days within any seven-day period, for no more than six hours per day, between 10 a.m. and 10 p.m.
- Mobile food businesses must be located at least 20 feet from the front property line.

This amendment seeks to balance the needs of event hosts and mobile vendors with the economic interests of established local businesses.

PUBLIC HEARING – LIQUOR LICENSE & APPROVALS:

Fresco Del Forno LLC, Rialto Italian Restaurant, 8 Heath Street Suite D, 206-27-13, Class A Restaurant: On-Premise, Beer, Wine & Spirits.

JBTS II LLC, Joseph's by the Sea, 55 West Grand Avenue, 310-3-3, Class A Restaurant: On-Premise, Beer, Wine & Spirits.

Ma's Jumpin Pub, 181 Saco Avenue, 208-3-3, Class A Restaurant: On-Premise, Beer, Wine & Spirits

Chair: Shawn O'Neill

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Beach Bound Operations (Terry Babbidge), 1 Vehicle for Hire

John Hansell, 5 Kinney Avenue #302, 306-2-3-10, 1 Seasonal Short-Term Rental

Angel Nichols, 26 Cedar Avenue, 312-11-20, 1 Seasonal Short-Term Rental

Blue Ribbon Homes of Maine LLC (Laurie Marcello), 165 East Grand Avenue #5, 302-6-7-5, 1 Seasonal Short-Term Rental

Beachheaven LLC (Alex Bakman), 66 East Grand Avenue #3, 305-6-11-3, 1 Year-Round Short-Term Rental

Barbara Hawley, 39 Smithwheel Road #24, 210-1-20-24, 1 Year-Round Rental

John & Gina Martinez, 7 Stanley Street, 107-3-6-5, 1 Year-Round Rental

Sarah & Kenneth Johnson, 1 Walnut Street #19, 304-1-2-19, 1 Seasonal Rental

RIALTO (Ahmed Rizk), 8 Heath Street Suite D, 206-27-13, 1 Victualers with Prep and Alcohol Sales

Alex Bakman, 10 Hillcrest Avenue, 312-17-5, 5 Year-Round Short-Term Rentals

Dream Haven (Danielle Williams), 170 West Grand Avenue, 321-19-1, 4 Year-Round Short-Term Rentals

Joseph's by the Sea (Danniel Baer), 55 West Grand Avenue, 310-3-3, 1 Victualers with Prep and Alcohol Sales License

Ma's Jumpin Pub (Ashley Bouchard), 181 Saco Avenue, 208-3-3, 1 Victualers with Prep and Alcohol Sales License

Ling Qun Chen, 16 Smithwheel Road #9, 210-2-53-9, 1 Year-Round Rental

Jeannette St. Laurent, 133 West Grand Avenue #2, 319-7-3-2, 1 Year-Round Short-Term Rental

Scott Belanger, 18 Massachusetts Avenue, 323-5-1, 1 Year-Round Short-Term Rental

Michael Ames, 39 West Grand Avenue #25, 310-6-1-25, 1 Year-Round Short-Term Rental

Natalie & Michael Mersha, 9 Fern Avenue, 312-3-9, 1 Year-Round Rental

Maeghan Fortier, 7 Fern Avenue, 312-3-9, 1 Year-Round Short-Term Rental

Gull Cottage LLC (Christian Brown), 7 Tunis Avenue, 319-4-5, 1 Seasonal Short-Term Rental

Neal Weinstein, 10 St. John Street, 206-24-31, 1 Year-Round Rental

Concorde Motel (Ryan Hayes), 136 West Grand Avenue, 315-6-6, 17 Year-Round Motel Units

Mike & Mary Levine, 6 Seaview Avenue #6, 315-13-13-1, 1 Year-Round Short-Term Rental

Powder Horn RV LLC (Kevin Richards), 48 Cascade Road, 104-1-1, 440 Campground Sites, 1 Year-Round Rental, 17 Coin Operated Devices, 2 Vending Machines, 1 Miniature Golf Course, Laundromat, Retail, and Victualers with Prep and Alcohol Sales.

Chair: Shawn O’Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

David Squared Holdings LLC, JJ's Eatery Too, 12 Old Orchard Street Suite A, 306-5-1, Class A Restaurant/Lounge, Guitarist, Outside, 12:00pm-6:00pm, Sunday through Saturday. (Last year was a Juke Box, inside, open to close, all week).

Atlantic Property Preservation Service Inc, SOHO's Oceanic Inn Lounge / OOB Café, 43 West Grand Avenue, 310-6-3, Hotel (Food Optional): Karaoke, Inside, 5:00pm-12:00am, Thursday & Friday (Last year was Wednesday only).

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #9050

Discussion with Action: Adopt an emergency ordinance amendment to Chapter 26, Article II as follows by adding the following section:

Section 26-68. Temporary Stay of Prosecution of Violations, The Old Orchard Beach Town Council intends to review the effectiveness of the existing regulations and consider potential amendments to the Sound Ordinance given the passage of time since the Ordinance was initially enacted, increased development during that time, and the current volume of noise complaints. During the period of review, and notwithstanding anything in this Article II to the contrary, the Old Orchard Beach Police Department shall continue to investigate and respond to noise complaints and alleged violations of this Article and issue written notices to the alleged violator, but shall not issue any citations or otherwise prosecute any violation in the Maine courts.

This section shall take effect immediately upon adoption by the Town Council and shall stand repealed as of the one hundred and sixty first (61st) day following the date of its adoption, unless sooner repealed by the Town Council.

Chair: Shawn O'Neill

Draft Amendment to the Old Orchard Beach Sound Ordinance
(Chapter 26, Article II)

Add the following new section in underline:

<u>Section 26-68. Temporary Stay of Prosecution of Violations</u>

<u>The Old Orchard Beach Town Council intends to review the effectiveness of the existing regulations and consider potential amendments to the Sound Ordinance given the passage of time since the Ordinance was initially enacted, increased development during that time, and the current volume of noise complaints. During the period of review, and notwithstanding anything in this Article II to the contrary, the Old Orchard Beach Police Department shall continue to investigate and respond to noise complaints and alleged violations of this Article and issue written notices to the alleged violator, but shall not issue any citations or otherwise prosecute any violation in the Maine courts.</u>

<u>This section shall take effect immediately upon adoption by the Town Council and shall stand repealed as of the one hundred and eightieth (180th) day following the date of its adoption, unless sooner repealed by the Town Council.</u>

AGENDA ITEM #9051

Discussion with Action: Set a public hearing date of August 4th, 2026, to discuss an application for the Cider Hill Tax Increment Financing (TIF) District

Chair: Shawn O'Neill

ECONOMIC DEVELOPMENT PROGRAM

TOWN OF OLD ORCHARD BEACH, MAINE

An Application for a Municipal Tax Increment Financing District

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CIDER HILL MUNICIPAL TAX INCREMENT FINANCING DISTRICT DEVELOPMENT PROGRAM

Approved by:

OLD ORCHARD BEACH TOWN COUNCIL

[VOTE DATE]

Presented to:

Maine Department of Economic and Community Development

TABLE OF CONTENTS

EXHIBITS

I. Introduction

The Maine Legislature established tax increment financing as an economic development tool to be used by municipalities to: (a) provide new employment opportunities; (b) improve and broaden its tax base; and (c) improve the general economy of the State. The Legislature recognizes that the State and its municipalities benefit from a municipality's economic development partnership with a local business to promote responsible new development that (a) enhances local efforts for economic, industrial, or commercial development; and (b) retains and expands the local tax base and employment opportunities. The Town of Old Orchard Beach (the "Town" or "Old Orchard Beach ") now has the opportunity to enter into such an undertaking with CHA Builders, LLC (the "Developer").

The Developer has proposed that the Town designate a Tax Increment Financing ("TIF") district to be known as the **"Cider Hill Municipal Tax Increment Financing District"** (the "District") for the Developer’s proposed 74 unit, congregate care facility for the over-55 population located in the Town on approximately _____acres located at 2 Granny Smith Lane, more specifically Tax Map/Lot 107-3-1-G2 (the "Project"). When completed, the facility is expected to provide 24-hour staffing and in-room call boxes; full food service (breakfast, lunch, dinner and snacks); a medical/massage room; concierge laundry; cleaning and transportation services, a health club, activity rooms and a swimming pool; a library and a theater; a part time salon and a small convenience store; and a full sports bar.

In designating the proposed District and adopting this Development Program, the Town can accomplish the following goals:

- Maintain the existing tax revenues to the Town’s general fund;
- Develop a vacant lot to bring much needed housing development;
- Enjoy enhanced future tax revenues generated by improvements within the District; and
- Enhance local commerce and improve the general economy of the Town, the Southern Maine region and the State of Maine.

In addition, by creating a TIF district, the Town will "shelter" the increase in municipal valuation that development in the District will bring about. The tax shelter provided by the District will mitigate the adverse effect that the District's increased assessed property value would have on the Town's share of state aid to education, municipal revenue sharing, its local school district contribution and its county tax assessment.

II. Development Program Narrative

A. The Project

The proposed development within the District will provide the Town with an opportunity to partner with the Developer to ensure the planned development provides much needed over-55 housing, filling a gap in Old Orchard Beach's aged housing units. Once the Project is completed, the District will play a prominent role in the Town's economic future and provide much needed housing for this population. The Developer will invest approximately $15,000,000 in the Project.

B. Strategic Growth and Development

By creating and designating the District, the Town is maximizing the economic development potential of this location. The District will be developed by CHA Builders, LLC, and the Town will negotiate and enter into a credit enhancement agreement that meets the needs of the Developer and the Town. The Town is helping to ensure the success of the ongoing development by providing some form of credit enhancement. The Town envisions this area as a vibrant District. Developing more market rate congregate care housing will bring an increased tax base and quality job opportunities to the Town. The District represents a thoughtful opportunity to meet a major housing goal of the community.

Further, the Town's designation of a TIF district and pursuit of this Development Program constitute a good and valid public purpose described in the TIF statute in Chapter 206 of Title 30-A because it represents a substantial contribution to the economic well- being of both the Town and the Southern Maine region, by providing jobs, contributing to property taxes and diversifying the region's rental housing base.

C. The Development District

The District will encompass approximately ____ acres of real property. The District is located at Cider Hill, and the lots that are included in the Development District are identified as Tax Map/Lot 107-3-1-G2. The District is shown in **Exhibits A and B** attached hereto.

D. The Development Program

The Town of Old Orchard Beach 's designation of the District and adoption of this Development Program create a single municipal TIF district in order to capture the value of the real and personal property improvements made within the District and enable the use of TIF Revenues for various approved municipal economic development project costs. The Development Program will begin with the Town's 2027-2028 fiscal year on July 1, 2027 and will continue for a total of thirty (30) years, expiring on June 30, 2057.

Under this Development Program, the Town will capture 100% of the increased assessed value of real property in the District over the original assessed value of the District and retain the tax revenues generated by the captured assessed taxable real property value for designated economic development purposes. In the Assessor's Certificate attached as **Exhibit C** hereto, the Town's Assessor has certified the original assessed property value of the District. The calculation of TIF Revenues (as defined below) is more specifically described below in Section IV - Financial Plan.

By adopting this Development Program, the Town will be creating a TIF district that will (1) contribute to the success of the District with Developer-funded real and personal property improvements and increasing the housing opportunities of the District; and (2) shelter the new municipal real property value from impacting the overall State valuation for the Town of Old Orchard Beach, thereby minimizing (a) decreases in the Town's State school subsidy and State revenue sharing, and (b) potential increases in the Town's county tax assessments.

Further, approval of this Development Program and the designation of the District will have a neutral impact on the existing tax base, because only the increased assessed real and personal property value over the original assessed property value within the District will be captured. In addition, at the end of the 30-year term of this Development Program, the Town will emerge with a substantial amount of new real property value to add to its municipal tax base.

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "TIF Statute"). Subsequent to a Town Council public hearing and vote on [VOTE DATE], the designation of the District and adoption of this Development Program will be effective upon approval by the Department of Economic and Community Development.

E. Improvements to the Public Infrastructure

Not applicable.

F. Operational Components

1. Public Facilities

None.

2. Commercial Improvements Financed Through Development Program

The specific improvements to be financed through the Development Program are the redevelopment activities described throughout this document and the Project will be owned, operated, and maintained by the Developer.

3. Relocation of Displaced Persons

The District is currently a vacant lot and the creation of the District will not result in the relocation of any persons.

4. Transportation Improvements

Not applicable.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the Town of Old Orchard Beach. The Company is solely responsible for ensuring compliance with such rules, regulations and requirements.

6. Plan of Operation

During the term of the District, the Town Manager or her designee will be responsible for all administrative matters within the purview of the Town concerning the implementation and operation of the District.

III. Physical Description

The proposed District will encompass approximately ____acres and is designated on Town Tax Map/Lot 107-3-1-G2.

Municipal documents relating to the District's physical description attached as Exhibits:

- Map showing the property located within the District **(Exhibit A)**
- Town of Old Orchard Beach Map showing the general location of the District within the Town **(Exhibit B)**
- Certification by the Town of Old Orchard Beach Assessor of the original assessed property value of the District **(Exhibit C)**
- Statutory Requirements and Thresholds Form **(Exhibit D)**

IV. Financial Plan

The District will encompass approximately ____acres of property. The original assessed value of the taxable property in the District was $195,100 as of March 31, 2026 (April 1, 2025), as shown on **Exhibit C**. Development of the District is estimated to add over $15,000,000 of new taxable property value to the Town over the course of the District term.

A portion of the TIF Revenues collected on the increased assessed value of taxable real property will contribute to the development project in order to increase the Town's ability to stand out in a competitive marketplace as a dynamic municipality in which to reside and grow a business.

This Development Program provides that, beginning in the 2027-2028 fiscal year after the approval of this TIF District and Development Program by the DECD Commissioner, the Town will capture 100% of the increased assessed value on District real property. Real property taxes collected on that captured assessed value will create "TIF Revenues" which will be allocated as follows:

CEA Year	Percentage Reimbursement to Developer	Percentage Retained by the Town
1-10	60%	10%
11-20	50%	50%

The Town will reimburse the Developer according to the declining schedule described above by entering into a credit enhancement agreement ("CEA") with the CHA Builders, LLC. All reimbursements will cease at the end of the term.

The Town will establish two Development Program Fund subaccounts: one for the Developer reimbursement and one for the Town's TIF programs and projects. Upon each payment in full as due of property taxes by the Developer, the Town, based upon the allocations described above, will deposit into the Development Program Fund the appropriate percentages for the Developer Subaccounts and the Town Subaccount. The Development Program Fund Developer Subaccount is pledged to and charged with the payment of the project costs in the manner provided in 30-A M.R.S. § 5227(3). In each fiscal year, the Town will disburse funds from the Development Program Fund subaccount to the Developer within thirty (30) business days following payment of the taxes on all captured assessed value.

The CEA will provide for a thirty (30) year term of TIF reimbursements to the Developer. Estimates of the increased assessed values of the District, the anticipated TIF Revenues generated by the District are shown in **Exhibit E.**

A. Costs and Sources of Revenues

The Developers will pay for and/or finance all private improvements located in the District through private sources.

B. Indebtedness

None of the project costs will be met through public indebtedness.

C. Project Costs

TABLE 1

V. Tax Shifts

In accordance with Maine statutes governing the establishment of a tax increment financing district, the table set forth in **Exhibit E** identifies the estimated increased assessed value, the anticipated TIF Revenues generated by, and tax shifts that are expected to result during the term of the District.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit F** is the Notice of Public Hearing held on July 21, 2026, in accordance with the requirements of 30-A M.R.S. § 5226(1). The notice was published in a newspaper of general circulation in Old Orchard Beach on or before a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit G** is a certified copy of the minutes of the public hearing and Town Council meeting held on July 21, 2026. Attached as **Exhibit H** is a certified copy of the minutes of the Town Council meeting held on [VOTE DATE] at which time the Town Council designated the District and approved the Development Program.

C. Town Council Order

Attached as **Exhibit I** is a certified copy of the Old Orchard Beach Town Council Order adopted by the Town Council at a meeting duly called and held on [VOTE DATE], designating the District, adopting the Development Program and authorizing the Town Manager to negotiate Credit Enhancement Agreements with the Developer.

Exhibit A

(Map of District)

Exhibit B
(Map of District within Municipal Boundaries)

Exhibit C

(Assessor’s Certificate of Original Assessed Value)

ASSESSOR'S CERTIFICATE OF ORIGINAL ASSESSED VALUE
TOWN OF OLD ORCHARD BEACH

CIDER HILL MUNICIPAL TAX INCREMENT FINANCING DISTRICT

The undersigned Assessor for the Town of Old Orchard Beach, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S. §5227(2) that the original assessed value (the "OAV") for taxable real property within the Cider Hill Municipal Tax Increment Financing District, consisting of a total of 56 acres, was $195,100 of March 31, 2026 (April 1, 2025) as described in the Development Program to which this Certificate is included.

IN WITNESS WHEREOF, This Certificate has been executed as of this ____ day of ________, 2026.

By:_________________________
Printed name: Nicole Axlesen

Exhibit D

(Statutory Requirements and Thresholds Form)

STATUTORY REQUIREMENTS AND THRESHOLDS

Cider Hill Municipal TIF | OD

SECTION A. | Acreage Caps		
1. Total **municipal** acreage;		4,800
2. Acreage of **proposed** Municipal TIF District;		56
3. **Downtown-designation**[1] acres in proposed Municipal TIF District;		0
4. **Transit-Oriented Development**[2] acres in proposed Municipal TIF District;		0
5. **Total acreage [=A2-A3-A4]** of proposed Municipal TIF District counted toward 2% limit;		56
6. **Percentage [=A5÷A1]** of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).		1.17%
7. **Total acreage** of all existing/proposed Municipal TIF districts in municipality **including** Municipal Affordable Housing Development districts:[3] The Pines at Ocean Park AHTIF|4.45 Milliken Heights AHTIF|4.76 Cider Hill MTIF|56	Existing	9.21
	Proposed	56
	Total:	65.21
30-A § 5223(3) EXEMPTIONS[4]		
8. Acreage of an existing/proposed **Downtown** Municipal TIF district;		0
9. Acreage of all existing/proposed **Transit-Oriented Development** Municipal TIF districts:		0
10. Acreage of all existing/proposed **Community Wind Power** Municipal TIF districts:		0
11. Acreage in all existing/proposed Municipal TIF districts **common to**[5] Pine Tree Development Zones per 30-A § 5250-I (14)(A) **excluding** any such acreage also factored in Exemptions 8-10 above:		0
12. **Total acreage [=A7-A8-A9-A10-A11]** of all existing/proposed Municipal TIF districts counted toward 5% limit;		65.21
13. **Percentage of total acreage [=A12÷A1]** of all existing/proposed Municipal TIF districts (CANNOT EXCEED 5%).		1.17%

14. **Real property** in proposed Municipal TIF District that is:	ACRES	% **[=Acres÷A2]**
a. A blighted area;	0	0
b. In need of rehabilitation, redevelopment or conservation;	56	100%
c. Suitable for commercial or arts district uses.	0	0
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		100%

[1] Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

[2] For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

[3] For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

[4] Downtown/TOD overlap nets single acreage/valuation caps exemption.

[5] PTDZ districts approved through December 31, 2008.

SECTION B. | Valuation Cap		
1. **Total TAXABLE** municipal valuation—use most recent April 1;		$3,682,050,000
2. **Taxable Original Assessed Value (OAV)** of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;		$195,100
3. **Taxable OAV of all** existing/proposed Municipal TIF districts in municipality **excluding** Municipal Affordable Housing Development districts: Cider Hill MTIF|195,100	Existing	$0
	Proposed	$195,100
	Total:	$195,100
30-A § 5223(3) EXEMPTIONS		
4. **Taxable OAV** of an existing/proposed **Downtown** Municipal TIF district;		0
5. **Taxable OAV** of all existing/proposed **Transit-Oriented Development** Municipal TIF districts:		0
6. **Taxable OAV** of all existing/proposed **Community Wind Power** Municipal TIF districts:		0
7. **Taxable OAV** of all existing/proposed **Single Taxpayer/High Valuation**[6] Municipal TIF districts:		0
8. **Taxable OAV** in all existing/proposed Municipal TIF districts **common to** Pine Tree Development Zones per 30-A § 5250-I (14)(A) **excluding** any such OAV also factored in Exemptions 4-7 above:		0
9. **Total taxable OAV [=B3-B4-B5-B6-B7-B8]** of all existing/proposed Municipal TIF districts counted toward 5% limit;		$195,100
10. **Percentage of total taxable OAV [=B9÷B1]** of all existing/proposed Municipal TIF districts (CANNOT EXCEED 5%).		0.01%

COMPLETED BY			
PRINT NAME	Philip Saucier, Esq		
SIGNATURE		DATE	
If this form has **not be completed by the municipal or plantation assessor**, the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME	Nicole Axelsen		
SIGNATURE		DATE	

[6] For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

Exhibit E

(TIF Revenue Projections and Anticipated Tax Shifts)

Exhibit F

(Notice of Public Hearing)

NOTICE OF PUBLIC HEARING
TOWN OF OLD ORCHARD BEACH, MAINE

Regarding

**the designation of a Municipal Development and
Tax Increment Financing District to be known as the
"Cider Hill Municipal Tax Increment Financing District"**

Notice is hereby given that the Town of Old Orchard Beach (the "Town") will hold a public hearing on

**July 21, 2026, at 6:30 pm
Town Hall Council Chambers
1 Portland Avenue
Old Orchard Beach, ME 04064**

The purpose of the public hearing is to receive public comments on the following item pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended:

(1) The designation of the proposed Cider Hill Municipal Tax Increment Financing District and the proposed development program for the District. The District consists of approximately 56 acres, and a proposed credit enhancement agreement with CHA Builders, LLC (the "Developer") relating the development of the property in the District.

A copy of the relevant materials relating to the proposed District and credit enhancement agreement will be on file with the Town and a copy can be requested from the Town by calling (207) 934-5714 prior to the public hearing and requesting a copy be mailed or emailed to you. Copies of the materials can also be obtained at oobmaine.com. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

Public comments will be taken at the hearing and written comments should be submitted to Town Clerk Kim McLaughlin at kmclaughlin@oobmaine.com. Written comments will be accepted until July 20, 2026.

Exhibit G

(Minutes of Town Council Public Hearing)

Exhibit H

(Minutes with Vote Results)

Exhibit I

(Town Council Order)

TOWN OF OLD ORCHARD BEACH, MAINE
AN ORDER DESIGNATING THE CIDER HILL MUNICIPAL TAX INCREMENT FINANCING DISTRICT

WHEREAS, the Town of Old Orchard Beach (the "Town") is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specific areas within the Town as the Cider Hill Municipal Tax Increment Financing District (the "District") and to adopt a development program for the District (the "Development Program"); and

WHEREAS, there is a need to provide continuing affordable housing for the residents of the Town and the surrounding region; to improve and broaden the tax base of the Town, and to improve the general economy of the Town, the surrounding region and the State of Maine; and

WHEREAS, adopting and implementing the District and the Development Program will help to improve and broaden the tax base in the Town and improve the economy of the Town and the State of Maine; and

WHEREAS, the Town held a public hearing on July 21, 2026 on the question of establishing the District in accordance with the requirements of 30-A M.R.S. §5226, upon at least ten (10) days prior published notice in a newspaper of general circulation within the Town; and

WHEREAS, the Town desires to designate the District and to adopt the Development Program for the District; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development ("DECD"), approving the designation of the District and the adoption of the Development Program;

NOW THEREFORE, BE IT ORDERED BY THE TOWN COUNCIL OF THE TOWN OF OLD ORCHARD BEACH, MAINE:

Section 1. The Town hereby finds and determines that:

(a) At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is in need of rehabilitation, redevelopment or conservation or is suitable for commercial uses as defined in 30-A M.R.S. §5223(3); and

(b) The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development districts within the Town (including the District) does not exceed five percent (5%) of the total acreage of the Town; and

(c) The aggregate original assessed value of the District plus the original assessed value of all other existing tax increment financing districts in the Town does not exceed five percent (5%) of the total value of taxable property within the Town as of April 1, 2026; and

(d) The Town Council has considered all evidence presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that any such adverse economic effect on or detriment to any existing business is outweighed by the contribution expected to be made through the District and the adoption of the Program. The projects and improvements described in the Development Program will contribute to the economic growth and well-being of the Town and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the Town, including affordable housing, a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the Town hereby designates the District and adopts the Development Program all as more particularly described in the Development Program presented to the Town Council and such Development Program is hereby incorporated by reference into this vote as the Development Program for the District.

Section 3. Pursuant to the provisions of 30-A M.R.S. §5227, the percentage of increased assessed value to be retained in the District as captured assessed value and the term for which it will be retained is hereby established as set forth in the Development Program.

Section 4. The Town Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the designation of the District and the Development Program to DECD for review and approval pursuant to the requirements of 30-A M.R.S. §5226(2).

Section 5. The foregoing designation of the District and adoption of the Program shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the designation of the District and adoption of the Development Program by DECD, without requirement of any further action by the Town, the Town Council, or any other party.

Section 6. The Town Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions and corrections to the Development Program or to the scope, cost or description of the public improvements to be financed with tax increment revenues generated by the District as described in the Development Program, and to the exhibits to the Development Program, as the Town Manager deems reasonably necessary or convenient, necessary in order to facilitate the process for review and approval of the District or the Development Program by DECD, or for any other reason so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.

Section 7. The Town Manager, or his duly appointed representative, is hereby authorized and directed to enter into credit enhancement agreements with the owners of the District property in substantially the form as presented to the Town Council and consistent with the terms of the credit enhancement agreements that are described in the Development Program.

Section 8. This Order shall take effect immediately upon adoption.

Approved [VOTE DATE] by the Town Council, at a meeting duly convened and conducted in Old Orchard Beach, Maine.

AGENDA ITEM #9052

Discussion with Action: Appoint Thomas Mourmouras as a regular member of the Comprehensive Plan Committee, term to expire 12/31/2027.

Chair: Shawn O'Neill

AGENDA ITEM #9053

Discussion with Action: Approve the Special Event Permit from Dunkins Pierre to hold a youth group service and picnic in Memorial Park on Saturday, July 25th, 2026 from 1:30 p.m. to 4:30 p.m., including set up and takedown.

Chair: Shawn O’Neill

APPLICATION INFORMATION

PLEASE SUBMIT A **COMPLETE** APPLICATION A MINIMUM OF **30 CALENDAR DAYS** PRIOR TO THE EVENT.

1. Name of applicant Dunkins Pierre

   Address of applicant 26 Ledges CT Lewiston ME 04240
   City State Zip

   Phone number of applicant (207) 596-3609 Fax (__)____

   Cell phone ( ) SAME E-mail dunkinspierre6651@gmail.com

   On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)

   ____

   Website address (if an Organization, Firm or Corporation)__________

   Type of Event:
   - ☐ Festival/Fair
   - ☐ Race/Walk/Bike Ride
   - ☐ Concert
   - ☐ Parade/March
   - ☑ Other – Please specify Youth Service and Picnic

2. Event Description (name all vendors who will provide entertainment and the type of entertainment provided)

   A youth group service and group picnic.
   No commercial vendors will be used.

   Will you be using tents? ______YES ✓ NO

   If yes, list size of tent and supplier, as well as what portion of the event will be taking place under the tent (i.e. cooking, sales, picnic tables, chairs, etc), and how the tent will be secured.

   ____

Will you be using staging? __________YES ___√___NO

If yes, the following items will be used at the event (Please mark all that apply):

☐ Amplified Music ☐ Bleacher(s) ☐ Dance Floor(s) ☐Live Entertainment
☐ Loud Speaker(s) ☐Microphone(s) ☐ Stadium(s) ☐ Stage(s)

☐ Other: ____

Note: If any of the above items will be used, please indicate their location on your attached Site Plan/Map. Use of the above items may require the Event Organizer to meet ADA regulations.

3. Chairperson and/or responsible party for the event, if other than above:
(Include information how this person may be contacted at any time during the event).

Name ______________________________ Work Phone (___)____________________

Address ____
City State Zip

Cell phone (___)______________________ Fax (___)______________________

E-mail ____

4. SET-UP Date for Event 7/25/26 ~~SAT~~ Day of Week SAT from 1:30 to 2:00

Date of Event 7/25/26 Day of Week SAT from 2:00 to 4:00

Date of Event ____________ Day of Week ______________ from ________ to ________

Date of Event ____________ Day of Week ______________ from ________ to ________

Date of Event ____________ Day of Week ______________ from ________ to ________

TAKE-DOWN date 7/25/26 Day of Week SAT from 4:00 to 4:30

RAIN DATE(s) ________________ Times ______________________
(if rain date listed, insurance must list rain date)

5. Location of the Event Veterans Memorial Park
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

✓ 0-150; _____ 150-500; ______ 500-1000; _____ 1,000+

7. If a parade or public gathering, will it occupy any or all of the roadway involved or to be traversed? (if yes, explain). Use extra sheet of paper to describe exact route of parade, including any water stops.

NO

8. Will the sale of food and/or beverages occur at the event? NO If yes, describe the commodities to be sold.

☐ Alcoholic Beverages (only at Ballpark, using Ballpark Licensee) ☐ Pot Luck Items
☐ Professional Catering ☐ Non-Profit Food Vendors ☐ Retail Food Vendors

9. Will there be merchandise sold at the event? _______YES ✓ NO

Description of merchandise ________________________________

10. Is the event a Charitable event? ______YES ✓ NO

Is this event co-sponsored by the Town of Old Orchard Beach? _______YES ✓ NO

If this event a Regional School Unit #23 event? __________Yes ✓ NO
(The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or co-sponsored by the Town of Old Orchard Beach).

11. If the event is charitable, name the beneficiary of the proceeds from the event:

12. List any Event Sponsors:

Will admission be charged for the event? __________YES ✓ NO
Will participants be charged for parking?___________YES ✓ NO

13. Has this event been held previously in Old Orchard Beach?

_____ YES (if yes, please list dates): ____

✓ NO

14. What is the applicant doing to ensure the event will not endanger the public safety or disturb the peace? Describe your plans for security at your event, including crowd control (attach additional sheets if necessary). Security plan will need final approval by the Old Orchard Beach Police Department and they have final say in appropriate number and type of security personnel required. Must include at least one Old Orchard Beach Police Officer, if security is required. Costs associated with security are the sole responsibility of the event organizer.

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) :

~~A6~~ Adult chaperones from our organization will provide supervision and internal crowd control for our small familiar group to maintain public peace.

Additional Uniformed presence provided by: ___Off-Duty Police Officers; ___ Private Security; ___Volunteers

Times: ____________________ How many? ______________________________

If you have already made contact with someone about security, provide the contact name and number:

Name: ______________________________ Phone Number: ____________________

Please list any items that will be left overnight. If equipment will be left on-site overnight, provide details for personal property safety and security of site: (Note that the event organizer is solely responsible for items left on the property. The Town assumes no responsibility for items of personal property at the location at any time)

N/A

Will audible devices be used at this event? ✓ YES ______NO

If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

Small bluetooth speaker 2:00 - 4:00

Where will the event attendees/participants park? Public Parking

Will a shuttle service be provided from parking areas to the event site? ______YES ✓ NO

If yes, please describe shuttle plan, and name of company provided service:

Will you require special parking (RV's, trailers, trucks)? __________YES ✓ NO

If yes, give details:

15. Describe your plans for waste disposal at your event. What arrangements have you made for removal and disposal of trash generated by your event? Please supply details of numbers and type of containers and supplier of containers that will be used. (Attach additional sheets if necessary) Costs associated with waste disposal are the sole responsibility of the event organizer. Disposal in Town trash receptacles is NOT an accepted means of disposal, and is prohibited.

Standard trash bags

Is the use of barricades necessary/requested for this event? NO

If yes, number needed and location

Will it be necessary to cover street and/or parking signs for this event, or place no parking signs?

______YES ✓ NO If yes, please describe:

Is any other public works assistance needed? N/A

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? ______________.

16. Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc? ______YES ✓ NO

If yes, explain: ______________________________

If this application includes a request for a bonfire, the attached Bonfire Permit must also be filled out.

17. Describe your plans for all signage and/or decorations for the event. Please include type of signage to be used, and description of verbiage being posted on signage.

Tablecloth for table

Will this event be posting a banner on public property? ______YES ✓ NO

If yes, please list requested dates, dimensions of banner, wording on banner, and location (no more than two weeks prior to the event):

18. Alcohol is not allowed on public property, except as outlined in the liquor license for the Ballpark. If this is a Ballpark event, will there be alcohol available for consumption? Note, if alcohol is being served, the Town requires additional Liquor Liability Insurance (minimum $2,000,000, listing Town of Old Orchard Beach as additionally insured): ______YES ✓ NO

Will the alcohol be: ______Sold; ______Given away; ______Both

Describe the type of alcohol to be served, times consumption will be allowed, and plans for controlling consumption:

____

____

19. If this is a Ballpark Event, have you signed an agreement with the Ballpark Commission for use of the Ballpark? ______Yes, it's attached ___✓___No

20. Will the event involve professional fireworks? ___________YES ___✓___NO
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company?______________________________
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? ______________________________

21. Will there be any kind of animals at this event? (e.g. petting zoo, pony rides, etc.) ___YES_✓_NO

If so, please indicate the location of the animals on the Site Plan/Map.

22. Piping Plovers are state and federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 1st through August 31st of each year. Will this event occur on the beach? ________YES ___✓___NO

If yes, you must contact the Public Works Department at 207-934-2250, approximately one week prior to the event. In the event there are any active piping plover nests in the vicinity of your event, you may have to move your event farther down the beach, or request permission to change the date of your event.

Piping Plover Essential Habitat: The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects/events that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. ***However, projects must be reviewed by MDIFW before Town approval.***

If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final event proposal per review standards established for Essential Habitats and determine if the event would significantly alter the habitat or violate protection guidelines. Application is attached.

The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

23. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town of Old Orchard Beach Town Clerk's Office 30 days prior to the event date. The applicant shall at its own cost and expense furnish a policy or policies for property damage or bodily injury in the amount of at least $500,000. The Town of Old Orchard Beach **MUST** be listed as an Additional Named Insured.

________Yes, it has been provided with the application; _______ No, it will be provided at least 30 days prior to the event.

24. Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)? ____________YES ___✓_______NO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

____

____

SPECIAL EVENT PERMIT AGREEMENT

I, Dunkins Pierre on behalf of Jarme Youth Group
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

1. All pre-event determined fees shall be paid at least two weeks prior to the event. I agree to pay any costs determined after the event immediately upon receipt of invoice.

2. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town Clerk's Office at least 30 days prior to the event date. The Town of Old Orchard Beach MUST be listed as an Additional Name Insured with the proper endorsement included. ____DP____**(initial)**

3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.

4. Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.

5. Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.

6. To comply will all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.

7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.

8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.

9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.

10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.

11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.

12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.

13. Events are considered rain/shine. Refunds are not issued if the event does not occur.

14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.

15. Consumer Fireworks are illegal in Old Orchard Beach.

I have read and understand the Special Events Permit Agreement terms and conditions and I agree to be bound by said terms and conditions. I certify that the information I provided is accurate to the best of my knowledge.

Signature: ______________ Date: 6-25-26
(authorized representative)

Print name: DUNKINS PIERRE

Print Organization Name (if applicable): Dunkins Pierre

SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)
In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Porta Potties/Rest Rooms
Vendor Locations
Garbage Cans
Water Sources
Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers

Town Of Old Orchard Beach
1 Portland Ave, Old Orchard Beach, ME 04064
207.937.5626

REQUEST FOR BONFIRE PERMIT

1. Form must be completed and attached instructions initialed in each box.
2. **Incomplete applications, and failure to submit the required fees, will cause the permit to be returned without approval.**
3. Insurance, listing the Town of Old Orchard Beach as additionally insured, with a minimum coverage amount for property damage and bodily injury of $500,000 and must be provided with the completed application.
4. You must submit a $200 cash deposit at the Town Clerk's Office before the permit is issued.
5. You must arrange a site visit with Public Works and Fire Department before and after.
6. You must obtain a burn permit from the Fire Department day of, Box 12.
7. . See box 13 for requirements regarding piping plovers.
8. Bonfire permits are for less than 25 people. If 25 or more, a Special Event Permit application is required.

REQUIRED INFORMATION

Date submitted:____________________ Date of Proposed Bonfire: ____________________

Time of Proposed Bonfire (all bonfires must end by 10 p.m.):

START: _________ END: ___________Proposed Beach Location:__________________________

Applicant Name:____

Home Phone number: __________________ Cell Number: ____________________________

Address: ____

Note: The issuance of the permit is based upon the information contained in this application only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. Any change(s) to the application shall be submitted to the Office of the Town Clerk for review.

I hereby certify that I am aware of the conditions and requirements for having a bonfire and agree to comply with the conditions and requirements. I understand that failure to comply with the conditions would mean cancellation of this permit and possible denial of future permits.

Applicant's Signature ______________________________ **Date** ________

INITIAL EACH BOX

	1. Fires: A. <u>LEAVING A FIRE UNATTENDED IS PROHIBITED!</u> B. The kindling of any ground fire is permitted only on the beach between the high tide and low tide marks. C. Bonfire material must be placed in a pit approximately one (1) foot deep and (3) feet larger than the outer edge of the bonfire material. Material should be stacked no higher than three (3) feet. D. Bonfire material must not consist of salt treated lumber, tar paper, contents containing any rubber products, creosote treated lumber, glue impregnated material, plastic, foam, paint, nails or trash. E. Flammable and/or combustible liquids must not be utilized for fueling the bonfires. F. A small water extinguisher and shovel must be present. G. Upon completion of the bonfire, all ashes and leftover material must be thoroughly wet down, placed in a trash bag and removed from the beach. Material and/or hot ashes shall not be buried in the sand. H. Per State Law, untreated wood cannot be brought into the State of Maine. Where are you obtaining your untreated wood? ______________________________
	2. Cleanup and restoration of the site must be completed by the expiration date and time set forth by this permit (5 a.m. the following day). The person obtaining the permit is responsible for providing the trash bags, stacking the trash and placing all the trash in the proper containers, and removing off site. Failure to remove all bonfire residue from the beach by 5 a.m. may result in the Town refusing to issue a bonfire permit in the future, or an invoice for the cost of removing the debris or both, as well as the forfeiture of the $200 deposit. How are you removing the wood debris from the beach? ______________________ ____
	3. All persons encompassed in this permit must vacate the bonfire site no later than the date and time set forth by this permit.
	4. Groups under the age of 18 must be chaperoned by an adult twenty-one (21) years of age or older. FOR SUCH GROUPS, THE PERMIT WILL ONLY BE ISSUED TO THE CHAPERONE.

	5. Servicing the bonfire site will be accomplished by hand carrying the equipment and supplies to the site. Vehicles shall not service the bonfire onsite.
	6. The person obtaining the permit must be present during the hours of the bonfire. They must have in their possession a copy of this permit and present it upon request of a Fire Official or Police Officer. The Town of Old Orchard Beach reserves the right to check for permit compliance at any time.
	7. Unsuitable wind or weather conditions must be taken into consideration prior to and during the actual bonfire. Adverse conditions may cause the revocation of this permit.
	8. Application for the permit must be made to the Office of Town Clerk, a. By mailing to Office of Town Clerk, 1 Portland Avenue, Old Orchard Beach, ME 04064 or b. Faxed (207) 934-7967 or c. Emailed to kmclaughlin@oobmaine.com or d. The applicant may also stop by the Office of the Town Clerk located at 1 Portland Avenue during regular office hours, 8 a.m. to 4 p.m. Monday through Friday, with extended office hours until 6 p.m. on Tuesdays. Please call ahead for holidays. e. If submitting by fax or e-mail, the applicant must still come into the Town Clerk's Office to pay the $200 cash deposit. **Application must be submitted a minimum of one week (7 days) prior to the date of the scheduled bonfire, with the required insurance.**
	9. A non-refundable Permit Fee of $50.00 can be paid in the form of a check, money order (payable to the Town of Old Orchard Beach), cash and/or credit card and must be paid upon submitting the completed application.
	11. In addition, a refundable **CASH** deposit of $200 is required for all fires when the permit is approved, and before issuance. The deposit will be returned if the applicant met with the Public Works Department and Fire Department to review the bonfire site before and after the permit is issued, and Public Works Department and/or Fire Department has determined the area is clean. Also, any violation of this permit will, at minimum, forfeit the deposit.
	12. A burn permit must be requested on the day of the event. The Fire Department will need to meet with the applicant on site the day of the bonfire to review the site and material being used. The Fire Department will issue a permit based on class day as listed by the Maine Forest Service. **NOTE: Permission may be refused or permission may be revoked by the Fire Chief or his designee if safety issues arise, or if the Maine State Forestry Commission (governing body) declares a "Red Flag" day on which NO open fires may be allowed in our zone.**

	13. Piping Plovers are state and federally protected birds and nest on the beach from as early as April to August. In the event there are any active piping plover nests in the vicinity of your bonfire, you may have to move your event farther down the beach. You must contact Public Works (207-934-2250) two workdays before the event to ensure there aren't any piping plovers in the area of your bonfire. We will know approximately one week prior to the event. You will be notified if you need to move your event at the phone number listed on the application. Any bonfires on the beach occurring between Mullen Avenue and the Scarborough line, or between Seacliff Avenue and the Saco line, the applicant must apply to Maine State Inland Fisheries and Wildlife for an Essential Habitat Evaluation Process. This process may take several days and requires meeting with the applicant on site. This process must be completed, and a copy of the approval must be received by the Town Clerk's Office before the permit is issued.

Fire Department contacts to arrange site visit:

E-mail both Chief Gilboy, jgilboy@oobmaine.com and Deputy Chief McDonald, tmcdonald@oobmaine.com

Public Works Department contact to arrange site visit:

E-mail both Administrative Operations Manager, Jaime Conte, jconte@oobmaine.com and Operations manager, Ed Dalton, edalton@oobmaine.com

Official Use Only below:

Date completed application received w/fee ____________________ Application #______________

Reviewed by FD and ready: ______________________ Town Manager Sign Off: __________________

The applicant will be notified when the bonfire permit is ready.

INSTRUCTIONS FOR COMPLETING A "*REQUEST FOR PROJECT EVALUATION*" (ESSENTIAL HABITATS OF ENDANGERED AND THREATENED SPECIES)

Formal MDIFW review of projects proposed within Essential Habitats is initiated upon submission of a "***Request For Project Evaluation***" (MDIFW Form EHR4/03) by a state agency or municipality. **Both the project applicant and the agency or municipal official reviewing the project must provide information on the form.**

Please read the following instructions carefully before completing a request form. Contact the appropriate MDIFW Regional Wildlife Biologist if you have questions or require assistance.

1. **Please type or print clearly**. Illegible or incomplete forms will be returned.

2. The **project applicant**[1], or representative, must complete, sign and date **Section A** (see both sides of form) and provide the appropriate agency or municipal official with **3 copies** of each of the following items:

   a. a copy of that portion of the official MDIFW Essential Habitat map that denotes the affected Essential Habitat and clearly shows project boundaries; and
   b. a copy of the **final** project application, permit, and/or license as recommended for approval by the town or state. If none of these items exist for the project, a site map must be provided (scale: 1" = 200'). **Conditions agreed to as safeguards for the Essential Habitat must be itemized** in the permit application, site plan, or other project documentation.

   Additional project documentation is generally not required but, if included, may enable a more rapid review by the Department.

3. An appropriate **representative of the state agency or municipality** reviewing or proposing the project must complete, sign, and date **Section B,** and ensure that all information and attachments required from the applicant are provided.

4. The completed form and all attachments should be sent to:

   Maine Department of Inland Fisheries and Wildlife
   Attn: Environmental Coordinator/EH Review
   284 State Street, State House Station #41
   Augusta, Maine 04333-0041

[1]In cases where a state agency or municipality is proposing to fund or carry out a project within an Essential Habitat, the agency or municipality is considered the project applicant.

Section A (continued)

7. Briefly describe the nature and extent of project activities. Address <u>each</u> item answered by a "yes" in the previous question and provide details of those activities proposed within the Essential Habitat. (If additional space is needed, complete on a separate page and attach to this form.):

____
____
____
____
____
____

8. What are the starting and ending dates of the project? If applicable, give dates for on-site planning, construction, and operational phases.

____
____
____

9. Please summarize and attach any additional facts regarding this project you wish to bring to the attention of MDIFW.

10. I certify that the information described within this form is complete and accurate to the best of my knowledge and belief.

Signature: ______________________ Date: ____________

Section B (to be completed by agency or municipal representative)

1. Name of agency/municipality: ______________________
   Mailing address: ______________________
   ____
   Contact Individual: ______________________
   Title: ______________________ Telephone: ____________

2. This agency/municipality finds the project described herein meets our criteria for approval, but is partly or wholly within a designated Essential Habitat. I hereby request evaluation by MDIFW to determine if the project would significantly alter the Essential Habitat or violate protection guidelines adopted for the habitat.

Signature: ______________________ Date: ____________

Section C (for use by MDIFW only)

Received by: ______________________ Date: ____________

EHR#: ________ EH#: ________ Region: ________ CD: ________

EO#: ________ Town: ________ Agency: ________ Type: ________

INSTRUCTIONS FOR COMPLETING A "*REQUEST FOR PROJECT EVALUATION*" (ESSENTIAL HABITATS OF ENDANGERED AND THREATENED SPECIES)

Formal MDIFW review of projects proposed within Essential Habitats is initiated upon submission of a "***Request For Project Evaluation***" (MDIFW Form EHR4/03) by a state agency or municipality. **Both the project applicant and the agency or municipal official reviewing the project must provide information on the form.**

Please read the following instructions carefully before completing a request form. Contact the appropriate MDIFW Regional Wildlife Biologist if you have questions or require assistance.

1. **Please type or print clearly**. Illegible or incomplete forms will be returned.

2. The **project applicant**[1], or representative, must complete, sign and date **Section A** (see both sides of form) and provide the appropriate agency or municipal official with **3 copies** of each of the following items:

   a. a copy of that portion of the official MDIFW Essential Habitat map that denotes the affected Essential Habitat and clearly shows project boundaries; and
   b. a copy of the **final** project application, permit, and/or license as recommended for approval by the town or state. If none of these items exist for the project, a site map must be provided (scale: 1" = 200'). **Conditions agreed to as safeguards for the Essential Habitat must be itemized** in the permit application, site plan, or other project documentation.

   Additional project documentation is generally not required but, if included, may enable a more rapid review by the Department.

3. An appropriate **representative of the state agency or municipality** reviewing or proposing the project must complete, sign, and date **Section B,** and ensure that all information and attachments required from the applicant are provided.

4. The completed form and all attachments should be sent to:

   Maine Department of Inland Fisheries and Wildlife
   Attn: Environmental Coordinator/EH Review
   284 State Street, State House Station #41
   Augusta, Maine 04333-0041

[1] In cases where a state agency or municipality is proposing to fund or carry out a project within an Essential Habitat, the agency or municipality is considered the project applicant.

REQUEST FOR PROJECT EVALUATION
ESSENTIAL HABITATS OF ENDANGERED AND THREATENED SPECIES

INSTRUCTIONS:
- ☑ Please type or print clearly. Incomplete or illegible forms will be returned.
- ☑ The project applicant must complete, sign, and date Section A (see both sides).
- ☑ An appropriate state agency or municipal representative must complete, sign, and date Section B (see reverse).
- ☑ Send completed form and all required attachments to: **Maine Department of Inland Fisheries and Wildlife, ATTN: Environmental Coordinator/EH Review, State House Station #41, Augusta, Maine 04333-0041.**
- ☑ For assistance, contact the appropriate MDIFW Regional Wildlife Biologist.

SECTION A (to be completed by project applicant or representative)

1. Name of project applicant: ______________________
   Mailing address: ______________________
   ______________________ Telephone: ______________

2. Name of property owner: ______________________
   Mailing address: ______________________
   ______________________ Telephone: ______________

3. Project location: Town Tax Map# ____________ Lot# ____________
   Township: ______________________ County: ______________

4. Are permit(s) or license(s) required for this project? _____ Yes _____ No
   If Yes, please list: ______________________

5. Attachments: Each of the following items must be sent **in triplicate** with this form:
   a) a photocopy of that portion of the official MDIFW map denoting the affected Essential Habitat and clearly showing project boundaries (maps are available in all MDIFW and affected town offices, and at www.mefishwildlife.com); **and**
   b) a copy of the **final** project application, permit, and/or license as recommended for approval; if none of these items exist for the project, the applicant must provide a site map (scale: 1″ = 200′)

   Additional project documentation is generally not required but, if included, may enable a more rapid review by MDIFW.

6. Are any of the following activities associated with this project?

a)	subdivision plan or residential development?	_____ No	_____ Yes
b)	exterior construction or repair of buildings?	_____ No	_____ Yes
c)	road or trail construction or maintenance?	_____ No	_____ Yes
d)	recreational activities?	_____ No	_____ Yes
e)	alteration of soils or vegetation?	_____ No	_____ Yes
f)	timber harvests or forest management?	_____ No	_____ Yes
g)	agriculture or agricultural management?	_____ No	_____ Yes
h)	alterations to wetlands, open waters, submerged lands, dunes, islands, or alpine areas?	_____ No	_____ Yes
i)	modifications to shoreland zones (uplands within 250 feet of any wetland or wate body)?	_____ No	_____ Yes

****SEE REVERSE: APPLICANT MUST COMPLETE SECTION A****

5. The reviewing agency or municipality and the project applicant should each retain a copy of the completed form and all attachments. This will facilitate response to any additional inquiries from MDIFW staff during the project evaluation.

The completed "*Request For Project Evaluation*" and all attachments will be retained on file by MDIFW and referenced to ensure that approved projects are carried out as described. **Projects that deviate from information provided on the form may be referred to the State Attorney General's Office as possible violations of the Maine Endangered Species Act.**

MISCELLANEOUS PAYMENT RECPT#: 694906
TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 06/25/26 TIME: 10:54:41
CLERK: clopresti DEPT:
CUSTOMER#:

COMMENT: SPEC EVENT PERMIT

CHG: TCREC TOWN CLERK RECE 50.00

AMOUNT PAID: 50.00

PAID BY: PIERRE, DUNKINS
PAYMENT METH: CREDIT CARD

REFERENCE: PIERRE, DUNK

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
Insurance Canopy North Chesterfield, VA, 23234	CONTACT NAME: Insurance Canopy PHONE (A/C, No, Ext): (844) 520-6993 FAX (A/C, No): E-MAIL ADDRESS: info@insurancecanopy.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Dunkins Pierre 26 Ledges Ct Lewiston, ME, 04240	INSURER A: Accelerant National Insurance Company	10220

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PO INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☐ PROFESSIONAL LIABILITY ☐ (CLAIMS-MADE FORM) GENL AGGREGATE LIMIT APPLIES PER ☑ POLICY ☐ PROJECT ☐ LOC	☑	☐	N0284GL00000200-CAS274881	07/25/2026	07/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS COMP/OP AGG	$1,000,000 $300,000 $5,000 $EXCLUDED $2,000,000 $EXCLUDED
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	☐	☐					
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	☐	☐				EACH OCCURRENCE AGGREGATE	0 0 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED Y/N ☐ (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	N/A	☐				☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE EA EMPLOYEE E.L. DISEASE POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space required)
It is understood and agreed that the Certificate Holder is named as Additional Insured per attached CG 20 26 (Ed. 04 13) - Additional Insured - Designated Person or Organization subject to all policy terms, conditions, and exclusions.

CERTIFICATE HOLDER	CANCELLATION
Town of Old Orchard Beach 1 Portland Ave Old Orchard Beach, ME, 04064	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Town of Old Orchard Beach

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
However:
a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

INSURANCE CANOPY
http://www.insurancecanopy.com
844-520-6993

ACCELERANT
Accelerant National Insurance Company
400 Northridge Rd.
Suite 800
Sandy Springs, GA 30350
Tel: (833) 284-9200

COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM CERTIFICATE PAGE

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

INSURANCE COMPANY: ACCELERANT NATIONAL INSURANCE COMPANY
NAMED INSURED: HOSPITALITY & ENTERTAINMENT TRADE ALLIANCE
CERTIFICATE HOLDER: Dunkins Pierre
ADDRESS: 26 Ledges Ct, Lewiston, Maine 04240
POLICY PERIOD: 07/25/2026 12:01 am **to 07/27/2026** 11:59 pm at the Address of The Certificate Holder

POLICY NUMBER:
N0284GL00000200

CERTIFICATE NUMBER:
CAS274881

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	$	2,000,000	
Products-Completed Operations Aggregate Limit	$	EXCLUDED	
Personal and Advertising Injury Limit	$	EXCLUDED	
General Each Occurrence Limit	$	1,000,000	
Damage to Premises Rented to You Limit	$	300,000	Any One Premises
Medical Expense Limit	$	5,000	Any One Person
Professional Coverage Extension	$	Not Purchased	Each Claim
	$	Not Purchased	Aggregate
Professional Coverage Deductible	$	Not Purchased	Each Claim
Liability Deductible		None	

FORM OF BUSINESS: Sole Proprietor/Individual
BUSINESS DESCRIPTION: ; Community & Nonprofit Services; Vendor Services

PREMIUM: $10.00
TOTAL POLICY COST: $49.00

CODE NUMBER: 11168 **PREMIUM BASIS:** Gross Sales **EXPOSURE:** 1 - 3 Consecutive Days
BUSINESS DESCRIPTION: Community & Nonprofit Services,Vendor Services

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING

FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO CLAIMS@VOPINS.COM OR BY LETTER TO VERACITY INSURANCE SOLUTIONS, LLC 260 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062.

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01 (11/85).

ADMINISTRATED BY

Veracity Insurance Solutions, LLC
260 South 2500 West Suite 303
Pleasant Grove Utah 84062
844.520.6993
info@veracityins.com

ADMINISTRATOR'S SIGNATURE: [signature]

FORMS SCHEDULE

Form Number / Edition		Form Name
IL DS 00	09/08	COMMON POLICY DECLARATIONS
IL 0017	11/98	COMMON POLICY CONDITIONS
IL 0985	12/20	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
IL 0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)
N IL 220 00 03	05/24	GLOBAL SANCTION ENDORSEMENT
IL P 001	01/04	US TREASURY DEPARTMENTS "OFAC" ADVISORY NOTICE
ANIC IL D 0001	05/24	ANIC SIGNATURE PAGE
ANIC IL N 0001	05/24	COMPLAINT NOTICE GENERAL

FORMS SCHEDULE

Form Number / Edition		Form Name
CG DS 01	10/01	COMMERCIAL GENERAL LIABILITY DECLARATIONS
CG 0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
N GL 220 00 02	05/24	RISK PURCHASING GROUP ENDORSEMENT
CG 0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG 2026	12/19	ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
CG 2015	12/19	ADDITIONAL INSURED - VENDORS
CG 2104	11/85	EXCLUSION – PRODUCTS/COMPLETED OPERATIONS HAZARD
CG 2138	11/85	EXCLUSION – PERSONAL AND ADVERTISING INJURY
N GL 220 00 5	05/24	EXCLUSION - DESIGNATED PROFESSIONAL SERVICES
CG 2147	12/07	EMPLOYMENT – RELATED PRACTICES EXCLUSION
		EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – LIMITED BODILY INJURY
CG 2107	05/14	EXCEPTION NOT INCLUDED
CG 2167	12/04	FUNGI OR BACTERIA EXCLUSION
CG 2153	01/96	EXCLUSION – DESIGNATED ONGOING OPERATIONS
N GL 220 00 4	05/24	EMPLOYERS LIABILITY EXCLUSION ENDORSEMENT
N GL 220 00 5	05/24	TOTAL POLLUTION EXCLUSION ENDORSEMENT
N GL 220 00 6	05/24	EXCLUSION OF CLAIMS AND SUITS ALLEGING INFRINGEMENT OF INTELLECTUAL PROPERTY
N GL 220 00 7	05/24	EXCLUSION – LIABILITY ARISING OUT OF LEAD
N GL 220 00 8	05/24	ASSAULT AND BATTERY EXCLUSION
CG 2132	05 9	COMMUNICABLE DISEASE EXCLUSION
N GL 220 00 9	05/24	ABUSE, MOLESTATION, HARASSMENT OR SEXUAL CONDUCT EXCLUSION
N GL 220 00 0	05/24	SILICA OR RELATED DUST EXCLUSION
N GL 220 00 7	05/24	ASBESTOS EXCLUSION
CG 2109	06/15	EXCLUSION – UNMANNED AIRCRAFT
CG 4035	12/23	EXCLUSION – CYBER INCIDENT
N GL 220 00 1	05/24	EXCLUSION - PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS)
N GL 220 00 4	01/25	WELDING AND CUTTING OPERATIONS EXCLUSION
N GL 220 00 2	05/24	WHO IS AN INSURED - BROAD NAMED INSURED
N GL 220 00 3	05/24	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
CG 2176	01/15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 2184	01/15	EXCLUSION OF NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

POLICY NUMBER:

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) $0 **This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): NA** **Additional information, if any, concerning the terrorism premium:**
SCHEDULE – PART II
Federal share of terrorism losses 80 % (Refer to Paragraph **B.** in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part **II** of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

GLOBAL SANCTION ENDORSEMENT

Notwithstanding any other provision of this Policy, this insurance cannot provide coverage and the Insurer shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such coverage or benefit, or the payment of such claim, would violate, conflict with, or expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or any applicable economic or financial sanctions or other trade laws or regulations, including, but not limited to, of the United States of America, European Union, United Kingdom, or Canada.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Accelerant National Insurance Company

(A Stock Company)

400 Northridge Rd.
Suite 800
Sandy Springs, GA 30350
(833) 284-9200

Your complete policy consists of the declarations, coverage form(s) and any endorsement(s).

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

President

Secretary

Accelerant National Insurance Company

IMPORTANT NOTICE FOR POLICYHOLDERS

COMPLAINT PROCEDURES AND TOLL-FREE NUMBER

If you have questions about your policy, or about any insurance matter, you can contact your independent agent or broker. If you have additional questions, contact the company issuing the policy at the following address:

Accelerant National Insurance Company
400 Northridge Rd., Suite 800
Sandy Springs, GA 30350

Phone: 1-833-284-9200

Email: uscomplaints@accelins.com

If you have been unable to obtain satisfaction from either the agent or the company, you may contact your state Department of Insurance.

The Department of Insurance should be contacted only after the contacts with agent and the company have failed to produce a satisfactory solution to your problem.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

         (d) Arising out of his or her providing or failing to provide professional health care services.

      (2) "Property damage" to property:

         (a) Owned, occupied or used by;

         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

   a. Medical expenses under Coverage **C;**

   b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

   c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A**; and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RISK PURCHASING GROUP ENDORSEMENT

This endorsement applies to coverage provided to members of the following risk purchasing group, who are issued a "Certificate of Coverage":

Beauty Health & Trade Alliance

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The second paragraph of the preamble is replaced by the following:

Throughout this Policy, the words "you" and "your" refer to the Certificate Holder in the "Certificate of Coverage", and any other person or organization qualifying as a Certificate Holder under this Policy. The words "we", "us" and "our" refer to the company providing insurance. Throughout this Policy, the words Named Insured or first Named Insured refer to the "Policyholder" shown as Named Insured in the Declarations. Because the Policy provides coverage to the Certificate Holder, the Named Insured, first Named Insured and "Policyholder" do not qualify as an insured.

Throughout this Policy, the phrase policy period refers to the period of time the Policy is in effect as shown in the "Certificate of Coverage". Regardless of the policy period of this Policy, in no event shall the expiration date in the "Certificate of Coverage" be later than the expiration date of this Policy. The Policy consists of the "Certificate of Coverage", Coverage Forms for which Limits of Insurance are shown on the "Certificate of Coverage" and any endorsements shown on the "Certificate of Coverage".

B. Throughout this Policy, the word Declarations, and phrase Declarations Page are replaced with "Certificate of Coverage", except in the following forms:

1. Commercial General Liability Coverage Form, Condition 9. When We Do Not Renew

2. Common Policy Conditions:

   a. Cancellation

   b. Changes

   c. Premium

C. SECTION II - WHO IS AN INSURED, subparagraph 3., is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Certificate Holder if there is no other similar insurance available to that organization. However:

   a. coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Certificate Holder in the "Certificate of Coverage".

The Named Insured, first Named Insured and "Policyholder" do not qualify as an insured.

D. SECTION IV - CONDITIONS, 7. Separation of Insureds is replaced by the following:

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the Certificate Holder, this insurance applies:

a. as if each Certificate Holder were the only Certificate Holder; and

b. separately to each insured against whom claim is made or "suit" is brought.

E. SECTION III - LIMITS OF INSURANCE is amended as follows:

1. Paragraph 1. Is replaced by the following:

1. The Limits of Insurance shown in the "Certificate of Coverage" and the rules below fix the most we will pay regardless of the number of:

a. insureds;

b. claims made or "suits" brought; or

c. persons or organizations making claims or bringing "suits".

2. The final paragraph is replaced by the following:

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the "Certificate of Coverage", unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

The Limits of Insurance of this Coverage part apply individually to each "Certificate of Coverage" issued to members of the risk purchasing group as stated above.

F. The following are added to the DEFINITIONS section:

"Certificate of Coverage" means the document issued to the Certificate Holder as part of the Policy that shows the limits and applicable coverage for that Certificate Holder.

"Policyholder" means a Risk Purchasing Group shown as the Named Insured on the Declarations. The Policy does not provide coverage for the "Policyholder". The "Policyholder" is not an insured.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible PER CLAIM	or	PER OCCURRENCE
Bodily Injury Liability	$		$
OR			
Property Damage Liability	$		$
OR			
Bodily Injury Liability and/or Property Damage Liability Combined	$ Per Certificate		$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:

a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";

b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

   a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";

   b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or

   c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:

      (1) "Bodily injury";

      (2) "Property damage"; or

      (3) "Bodily injury" and "property damage" combined

   as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

   1. Our right and duty to defend the insured against any "suits" seeking those damages; and

   2. Your duties in the event of an "occurrence", claim, or "suit"

   apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): **Per Individual Certificate of Coverage**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s) (Vendor)	Your Products
Any vendor of products covered by the policy but only for product defect claims where said vendor had no involvement in the creation of the alleged defect and there are no allegations of independent wrongdoing.	All products of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
   - **a.** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   - **b.** Any express warranty unauthorized by you;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

COVERAGE B (Section I) does not apply and none of the references to it in the Coverage Part apply.

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in subparagraphs **d.** or **f.; or**

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PROFESSIONAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule

Description Of Professional Services

1. Any and all professional services related to the Named Insured and their operations

2.

3.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury and Property Damage Liability,** Paragraph **2. Exclusions** of **Section I – Coverage B – Personal and Advertising Injury Liability,** and Paragraph **2. Exclusions** of **Section I – Coverage D – Professional Liability:**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – LIMITED BODILY INJURY EXCEPTION NOT INCLUDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.p.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):

Adult-themed entertainment or similar events or shows; Alcohol, tobacco, vape or similar events or shows;
Any amusement rides, motorized vehicles, self-propelled or electric-assisted scooters, bikes, golf carts and similar amusement devices;
Any activity or event involving live animals;
Any activity or event involving motorized equipment or vehicles;
Any artwork installations, including murals, statues or other permanent installation;
Any direction, hosting, organization, planning, promotion or sponsorshop of a concert, fair, festival, show, sporting event or similar event;
Birthday parties;
Christmas tree lots;
Disk jockey or video jockey;
Gun, knife, weapon or similar events or shows; Martial arts events;
Medical professionals, including the sale or distribution of narcotics;
Narcotics-related events;
Performing artists or musicians;
Political rallies, demonstrations or events; Pumpkin patches;
Tattoo conventions or shows; or
Transportation industry events or shows.

Specified Location (If Applicable):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Exclusion e., **Employer's Liability**, under paragraph **2.**, **Exclusions**, of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, is deleted and replaced by the following:

c. Employer's Liability "Bodily Injury" to:

(1) an "employee" of any insured arising out of and in the course of:

(a) employment by any insured; or

(b) performing duties related to the conduct of the Insured's business; or

(2) the spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) whether the Insured may be liable as an employer or in any other capacity;

(2) to any obligation to share damages with or repay someone else who must pay damages because of the injury; and

(3) to liability assumed by any insured under an "insured contract".

This endorsement does not change any other provision of the Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION I - COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions** is hereby amended by replacement of exclusion **f.** with the following:

   f. Pollution

   (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants", at any time.

   Exclusion **f.(1)** does not apply to "bodily injury" which is sustained within a building that is at a premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured, if caused by smoke, fumes, vapor or soot:

   (a) produced by or originating from equipment that is used to heat, cool, or dehumidify the building; or

   (b) equipment that is used to heat water for personal use, by the building's occupants or their guests.

   Exclusion **f.(1)** does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire":

   a. At or from any premises, site or location which is owned or occupied by or rented or loaned to any insured.

   b. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

   (2) Any loss, cost or expense arising out of any:

   (a) request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

   (b) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assess the effects of "pollutants".

2. **SECTION I - COVERAGES, Coverage B - Personal and Advertising Injury Liability, 2. Exclusions** is hereby amended by the replacement of exclusion **m.** with the following:

   m. Which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CLAIMS AND SUITS ALLEGING INFRINGEMENT OF INTELLECTUAL PROPERTY OR UNFAIR COMPETITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, Coverage B - Personal and Advertising Injury Liability, 2. Exclusions, i. Infringement of Copyright, Patent, Trademark or Trade Secret**, is deleted and replaced by the following:

i. Claim or Suit Alleging Infringement of Intellectual Property

(1) Any claim or "suit" that alleges "personal and advertising injury" arising out of any actual, alleged, or threatened misappropriation, infringement, or violation of any intellectual property or intellectual property right or law of any description, including but not limited to any of the following:

(a) copyright;

(b) patent;

(c) trademark;

(d) trade name;

(e) trade secret;

(f) trade dress;

(g) service mark;

(h) slogan;

(i) service name;

(j) description of origin, source, authorship, authenticity, or quality.

(k) other right to or law recognizing an interest in any expression, idea, likeness, name, style of doing business, symbol, or title; or

(l) Any other intellectual property right or law.

This exclusion applies to our duty to defend and our duty to pay damages whether such misappropriation, infringement, or violation is committed in your "advertisement" or otherwise.

B. The following exclusion is added to **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I - COVERAGES, Coverage B - Personal and Advertising Injury Liability, 2. Exclusions:**

Claim or Suit Alleging Violation of Laws Concerning Unfair Competition or Similar Laws

1. Any claim or "suit" that alleges "personal and advertising injury" arising out of any actual, alleged, or threatened violation of any statutes, common law, or other laws or regulations concerning unfair competition, antitrust, restraint of trade, piracy, unfair trade practices, or any similar laws or regulations.

2. Any "personal and advertising injury" alleged in a claim or "suit" that also alleges any actual, alleged, or threatened violation of any statutes, common law, or other laws or regulations concerning unfair competition, antitrust, restraint of trade, piracy, unfair trade practices, or any similar laws or regulations.

This exclusion applies to our duty to defend and our duty to pay damages whether such misappropriation, infringement, or violation is committed in your "advertisement" or otherwise.

C. The following exclusion is added to **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I - COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions:**

Claim or Suit Alleging Infringement of Intellectual Property or Violation of Laws Concerning Unfair Competition or Similar Laws

Any "bodily injury" or "property damage" alleged in any claim or "suit" that also alleges any:

1. misappropriation, infringement or violation of any intellectual property or intellectual property right or law described in paragraph (1) of **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I - COVERAGES, Coverage B - Personal and Advertising Injury, 2. Exclusions, I. Claim or Suit Alleging Infringement of Intellectual Property;** or

2. violation of any statute, common law, or other laws or regulations described in **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I - COVERAGES, Coverage B - Personal and Advertising Injury, 2. Exclusions, Claim or Suit Alleging Violation of Laws Concerning Unfair Competition or Similar Laws.**

D. The following exclusions are added to **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I - COVERAGES, Coverage C - Medical Payments, 2. Exclusions:**

Claim or Suit Alleging Infringement of Intellectual Property or Violation of Laws Concerning Unfair Competition or Similar Laws

Any medical expenses alleged in any claim or "suit" that also alleges any:

a. misappropriation, infringement or violation of any intellectual property or intellectual property right or law described in paragraph (1) of **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I - COVERAGES, Coverage B - Personal and Advertising Injury, 2. Exclusions, I. Claim or Suit Alleging Infringement of Intellectual Property**, or

b. violation of any statute, common law, or other laws or regulations described in **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I - COVERAGES, Coverage B - Personal and Advertising Injury, 2. Exclusions, Claim or Suit Alleging Violation of Laws Concerning Unfair Competition or Similar Laws.**

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIABILITY ARISING OUT OF LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to:

1. "bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, or in any way caused by or related to the actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead in any form from any source; or

2. any loss, cost, expense, liability, or other type of obligation arising out of or resulting from, or in any way related to, any:

   a. claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of lead in any form from any source, or to any

   b. claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

We shall not be obligated to investigate on behalf of an Insured or to defend or indemnify an Insured or any person or entity claiming any right under the policy for the matters excluded in this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSAULT AND BATTERY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

the following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury and Property Damage Liability,** Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability,** and Paragraph **2. Exclusions** of **Section I – Coverage D – Professional Liability:**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising from, based on or caused by:

1. Assault and/or Battery committed by any person;
2. the failure of any person to suppress or prevent any assault or battery, or any act or omission in connection with the prevention or suppression of any Assault and/or Battery; or,
3. the negligent hiring, placement, supervision, employment or training of any employee or agent of the Insured with respect to the events described in 1. or 2., above.

This endorsement does not change any other provision of the Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE, MOLESTATION, HARASSMENT OR SEXUAL CONDUCT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any liability based upon, arising out of, resulting from, caused by or contributing to, or in any way involving any actual, alleged, or threatened abuse, molestation, harassment, or sexual conduct by any person.

This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in the employment, investigation, supervision, retention, or reporting of, or failure to report, any person who committed or is alleged to have committed such conduct.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following exclusion is added to paragraph **2., Exclusions**, of **SECTION I. Coverage A. Bodily Injury and Property Damage Liability**, of the **Commercial General Liability Coverage Form**, and to paragraph **2., Exclusions**, of **SECTION I. COVERAGES**, of the **Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor**:

2. Exclusions

This insurance does not apply to:

Silica or Related Dust

a. Any "bodily injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, exposure to, or contact with, "silica" or dust that includes or contains "silica".

b. Any "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica".

c. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica", by any insured or by any other person or entity.

This exclusion applies regardless of:

(i) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and

(ii) whether the "silica" or dust that includes or contains "silica", is mixed or combined with, or also includes or contains, any other substance.

B. The following exclusion is added to paragraph **2., Exclusions** of **SECTION I. Coverage B. Personal and Advertising Injury Liability** of the **Commercial General Liability Coverage Form**:

2. Exclusions

This insurance does not apply to:

Silica or Related Dust

a. Any "personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened, or suspected in-halation or ingestion of, contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica."

b. Any loss, cost, or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica", by any insured or by any other person or entity.

This exclusion applies regardless of:

(i) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and

(ii) whether the "silica" or dust that includes or contains "silica", is mixed or combined with, or also includes or contains, any other substance.

C. The following definition is added to the **Definitions** Section:

"Silica" means silicon dioxide (SiO2) in any form, from any source.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of or related in any way to asbestos, asbestos-containing materials, or asbestos-containing products.

We shall not have the duty to defend any such claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 26 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph **2. Exclusions** of **Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Bodily injury" or "property damage" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

B. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

C. For the purposes of this endorsement, the following definition is added to the **Definitions** Section:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system.

2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.

3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following exclusion is added to **SECTION I - COVERAGES, Coverage A. Bodily Injury and Property Damage Liability, 2. Exclusions:**

Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)

1. Any "bodily injury" or "property damage" which would not have occurred in whole or in part but for the actual, alleged, or threatened discharge, disposal, seepage, migration, release, escape, or exposure to, contact with, existence, ingestion, inhalation, absorption or consumption of "Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)" or materials containing "Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)".

2. **Any loss, cost or expense arising out of any:**

   a. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)" or materials containing "Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)"; or

   b. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) or materials containing "Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)".

3. This exclusion applies regardless of whether: (1) any insured or any other person or entity designed, developed, manufactured, stored, processed, packaged, handled, tested, monitored, distributed, sold, marketed, advertised, used, removed, abated, contained, treated, detoxified, neutralized, transported, or disposed of, or engaged in any other activity in connection with or in any way associated with, PFAS; or (2) any actual, alleged, threatened, or suspected ingestion, absorption, inhalation, consumption, application, existence, or presence of, from, or in any way associated with, or contact with, or exposure to PFAS, concurrently or in any sequence, contributed to or caused any injury, damage, or loss.

B. The following exclusion is added to **SECTION I - COVERAGES, Coverage B. Personal and Advertising Injury, 2. Exclusions:**

Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)

1. Any "personal and advertising injury" which would not have occurred in whole or in part but for the actual, alleged, or threatened discharge, disposal, seepage, migration, release, escape, or exposure to, contact with, existence, ingestion, inhalation, absorption or consumption of "Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)" or materials containing "Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)".

2. **Any loss, cost or expense arising out of any:**

   a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)" or materials containing "Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)"; or

   b. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) or materials containing "Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)".

3. This exclusion applies regardless of whether: (1) any insured or any other person or entity designed, developed, manufactured, stored, processed, packaged, handled, tested, monitored, distributed, sold, marketed, advertised, used, removed, abated, contained, treated, detoxified, neutralized, transported, or disposed of, or engaged in any other activity in connection with or in any way associated with, PFAS; or (2) any actual, alleged, threatened, or suspected ingestion, absorption, inhalation, consumption, application, existence, or presence of, from, or in any way associated with, or contact with, or exposure to PFAS, concurrently or in any sequence, contributed to or caused any injury, damage, or loss.

C. The following is added to the **DEFINITIONS** section:

"Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)" means any of the following:

1. Any per- or poly-fluoroalkyl or per- or poly-fluorinated substance, including but not limited to any of the following:

   a. Perfluorooctanioic acid or PFOA;

   b. Perfluorooctane sulfonic acid or PFOS; or

2. Any substance that is a replacement of any substance included in 1. above, including but not limited to GenX, C6 H4 F11 NO3, Ammonium perfluoro (2-methyl-3-oxahexanoate), C3 Dimer Acid, hexafluoropropylene oxide acid, or HFPO Dimer Acid.

3. Any substance, good, or product, including "Your Product", that contains or is comprised of, in any amount, any substance included in 1. or 2. above;

4. Any substance, good, or product, including "Your Product", that contains or is comprised of, in any amount, the same or similar active ingredients of any substance included in 1. or 2. above; or

5. Any associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivative, formulation, transformation, degradation, compound, or generic version of any substance included in 1. or 2. above.

6. Any PFAS identified at any time as a Persistent Organic Pollutant (POP) in Annex A (Elimination), Annex B (Restriction), or Annex C (Unintentional production) in the Stockholm Convention on Persistent Organic Pollutants as ratified by the United States of America and administered by the United States Environmental Protection Agency (USEPA)

by whatever name manufactured, formulated, sold or distributed.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WELDING AND CUTTING OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the following coverage part:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph **2., Exclusions**, of **Section I, Coverage A, Bodily Injury and Property Damage Liability**:

This insurance does not apply to any "bodily injury" or "property damage" arising out of, caused by, resulting from, contributed to, aggravated by, or related in any way, whether directly or indirectly, and whether in whole or in part, to any actual, alleged, or threatened exposure to, existence of, presence of, contact with, ingestion of, inhalation of, or absorption of, any fume, vapor, dust, residue, smoke, soot, gas, chemical, radiation or radioactive material, particle, or particulate, arising from any:

1. welding operation, including, but not limited to welding, brazing, soldering, thermal spraying, or cutting; or
2. welding or cutting equipment or material, including, but not limited to, rods, electrodes, wire or similar product, welding consumables, base metal, or any coating present on base material; or
3. any supervision, instruction, recommendation, warning, or advice, given or which should have been given, in connection with item 1. or 2. above.

This exclusion applies regardless of whether the exposure, existence, presence, contact, ingestion, inhalation, or absorption, or any of its effects, was sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

B. The following exclusion is added to Paragraph **2., Exclusions**, of **Section I, Coverage B, Personal and Advertising Injury Liability.**

This insurance does not apply to any "personal and advertising injury" arising out of, caused by, resulting from, contributed to, aggravated by, or related in any way, whether directly or indirectly, and whether in whole or in part, to any actual, alleged, or threatened exposure to, existence of, presence of, contact with, ingestion of, inhalation of, or absorption of, any fume, vapor, dust, residue, smoke, soot, gas, chemical, radiation or radioactive material, particle, or particulate, arising from any:

1. welding operation, including, but not limited to, welding, brazing, soldering, thermal spraying, or cutting; or
2. welding or cutting equipment or material, including, but not limited to, rods, electrodes, wire or similar product, welding consumables, base metal, or any coating present on base material; or
3. any supervision, instruction, recommendation, warning, or advice, given or which should have been given, in connection with item 1. or 2. above.

This exclusion applies regardless of if the exposure, existence, presence, contact, ingestion, inhalation, or absorption, or any of its effects, was sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WHO IS AN INSURED – BROAD NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SECTION II – WHO IS AN INSURED is replaced by the following:

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you, and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members, and their spouses are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. The spouses of the "executive officers" are insureds, but only with respect to the conduct of your business. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

f. Any individual, entity or both, who rents or leases booth spaces, chairs or any portion of the premises covered, and any "employee" of such individual, entity or both, but only with respect to liability arising out of the rendering or failure to render such professional services.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", or your "independent contractors", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only:

(1) for acts within the scope of their employment by you or while performing duties related to the conduct of your business; and

(2) if the "employee" has been reported to us and premium has been paid within 30 days of the "employee's" hire date; and

(3) if the "independent contractor" has been reported to us and premium has been paid within 30 days of the "independent contractor's" hire date.

However, none of these "employees", "volunteer workers" or "independent contractors" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, to any "volunteer workers", or any "independent contractors", while performing duties related to the conduct of your business;

(b) to the spouse, child, parent, brother or sister of that co-"employee", "volunteer worker", or "independent contractor" as a consequence of **(1)(a)** above;

(c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** or **(b)** above; or

(d) arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) owned, occupied or used by;

(b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

you, any of your "employees", "volunteer workers", "independent contractors", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee", "volunteer worker" or "independent contractor") or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) with respect to liability arising out of the maintenance or use of that property; and

(2) until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:

a. coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations.

B. The following is added to the **DEFINITIONS** section:

"Independent contractors" means:

a. any natural person or organization who is employed by the Named Insured to render professional services; or

b. any natural person who renders professional services that are operating as part of the Named Insured's operations and for whom a premium has been paid on this policy.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Insurance Under Two or More Coverage Forms

If this Coverage Form or policy and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence," the maximum applicable Each Occurrence Limit and Aggregate Limits of Insurance available under all Coverage Forms or policies shall not exceed the highest applicable Each Occurrence Limit and Aggregate Limits of Insurance under any one Coverage Form or policy.

This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
   a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
   b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COMMON POLICY DECLARATIONS

COMPANY NAME	PRODUCER NAME
Dunkins Pierre (207) 596-3609	VERACITY INSURANCE SOLUTIONS 260 SOUTH 2500 WEST, STE 303 PLEASANT GROVE, UT 84062

NAMED INSURED: **Dunkins Pierre , Dunkins Pierre**

MAILING ADDRESS: **26 Ledges Ct, Lewiston, ME 04240**

POLICY PERIOD: **FROM 07/25/2026 TO 07/27/2026**
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION	☐ Agricultural Products & Farm Goods ☐ Arts, Crafts & Handmade Goods ☐ Professional & Business Services ☐ Construction & Trade Services ☐ Educational & Instructional Services ☐ Energy Products & Services ☐ Environmental & Sustainability Services ☐ Apparel, Fashion & Beauty Products ☐ Public Sector & Government Contracting ☐ Health, Wellness & Fitness Services ☐ Home Goods & Household Products ☐ Product Manufacturing & Assembly ☐ Retail, Wholesale & Distribution ☑ Community & Nonprofit Services ☐ Religious & Spiritual Services ☐ Sports, Recreation & Entertainment Services ☐ Technology & Digital Services ☐ Travel, Tourism & Hospitality Services ☑ Vendor Services

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THE POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.	PREMIUM SURPLUS LINES TAX STAMPING FEE TOTAL COST	$10.00 $0.00 $0.00 $49.00

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):
REFER TO S GL 220 00 16 05 24

Administrated By:

Veracity Insurance Solutions, LLC
260 South 2500 West
Suite 303
Pleasant Grove Utah
84062
888-568-0548
info@insurecanopy.com

Administrator's Signature:

NOTE
OFFICER'S FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

AGENDA ITEM #9054

Discussion with Action: Re-appoint Rickey Haskell as Code Enforcement Officer, Electrical Inspector and Licensed Plumbing Inspector; Zachary Heffernan and Arius Caron as Deputy Code Enforcement Officers, Deputy Licensed Plumbing Inspectors, and Deputy Electrical Inspectors; and appoint Adam Stoddard as Deputy Code Enforcement Officer, Deputy Licensed Plumbing Inspector and Deputy Electrical Inspector, terms to expire 07/01/2027.

Chair: Shawn O’Neill

AGENDA ITEM #9055

Discussion with Action: Approve the quote from Quirk Ford of Augusta for the Purchase of a 2026 Ford F-150 Police Responder in the amount of $48,367.00 from CIP Account # 52002 -50849 Police Department Vehicle Expense with an account balance of $137,448.21.

Chair: Shawn O'Neill

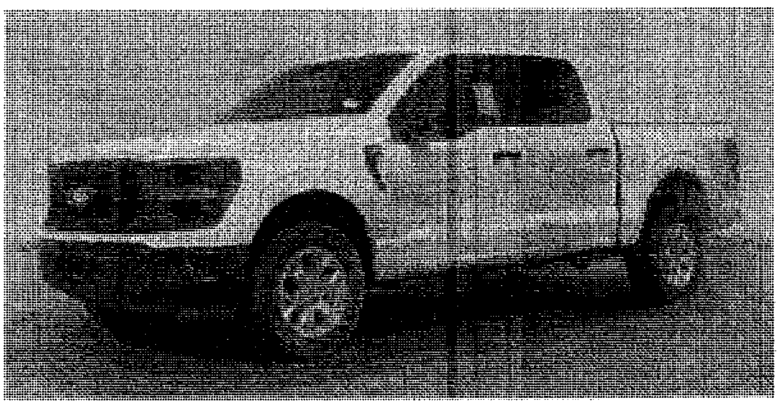
QUIRK AUTO GROUP
LEO CHICOINE | 2074301621 | lchicoine@quirkauto.com

TOWN OF OLD ORCHARD POLICE

Prepared For: DAVID HEMINGWAY

DHEMINGWAY@OOBMAINE.COM

Vehicle: [Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box



THANK YOU FOR THE OPPORTUNITY TO QUOTE YOU ON YOUR NEXT.PURCHASE. IF YOU HAVE ANY QUESTION.
PLEASE GIVE ME A CALL.

QUIRK AUTO GROUP
LEO CHICOINE | 2074301621 | lchicoine@quirkauto.com

Vehicle: [Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✓ Complete)

Price Summary

PRICE SUMMARY		
		MSRP
Base Price		$52,350.00
Total Options		$1,710.00
Vehicle Subtotal		$54,060.00
Destination Charge	4 4 4	$2,795.00
Grand Total		**$56,855.00**

Q4/D3 ORDER #

$48,367.00

Leo.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 28865. Data Updated: Jun 30, 2026 2:07:00 AM UTC.

Vehicle: [Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
W1P	2026 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box	$52,350.00

COLORS

CODE	DESCRIPTION
UM	Agate Black Metallic

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
998	Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed (STD)	0.00 lbs	0.00 lbs	$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)	0.00 lbs	0.00 lbs	$0.00

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
150A	Equipment Group 150A	0.00 lbs	0.00 lbs	$0.00

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
UM	Agate Black Metallic	0.00 lbs	0.00 lbs	$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PB	Black, HD Police-Grade Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench	0.00 lbs	0.00 lbs	$0.00

QUIRK AUTO GROUP

LEO CHICOINE | 2074301621 | lchicoine@quirkauto.com

Vehicle: [Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✓ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
423	50-State Emissions System Not Required -inc: Control code for units either shipped to or ordered by dealers in California emission states for registration in non-California emission state locations, In Maine, Rhode Island and Vermont, dealers cannot use this code to order vehicles for customers in non-California emission state locations (except state public service/emergency - 936)	0.00 lbs	0.00 lbs	$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
153	Front License Plate Bracket -inc: Standard in states where required by law, optional to all others	0.00 lbs	0.00 lbs	$0.00
18B ✓	Black Platform Running Boards	0.00 lbs	0.00 lbs	$255.00
54R ✓	Power Glass Heated Sideview Mirrors -inc: manual folding, turn signal and black skull caps	0.00 lbs	0.00 lbs	$405.00
595	Fog Lamps	0.00 lbs	0.00 lbs	$145.00
59E ✓	Driver Only LED Bulb Spot Lamp (Unity)	0.00 lbs	0.00 lbs	$405.00
62B ✓	Keyed Alike - 1284x -inc: Note: These are inner-milled keys, unique to F-150 Police Responder and not compatible w/Police Interceptor Utility	0.00 lbs	0.00 lbs	$50.00
924 ✓	Rear-Window Fixed Privacy Glass w/Defroster	0.00 lbs	0.00 lbs	$100.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
67P ✓	Remote Keyless-Entry Key Fob w/o Key Pad -inc: Less PATS, 4-key fobs and perimeter anti-theft alarm, Note: Available w/Keyed Alike, However, key fobs are not fobbed alike when ordered w/Keyed Alike	0.00 lbs	0.00 lbs	$350.00
	Options Total	**0.00 lbs**	**0.00 lbs**	**$1,710.00**

Data Version: 28865. Data Updated: Jun 30, 2026 2:07:00 AM UTC.

Vehicle: [Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	44G
Trans Type	10	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.70
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.87
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Electronic
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	23 (2025) MPG	Cruising Range - City	442.00 mi
EPA Fuel Economy Est - City	17 (2025) MPG	Fuel Economy Est-Combined	19 (2025) MPG
Cruising Range - Hwy	598.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	998	Engine Type	Twin Turbo Regular Unleaded V-6
Displacement	3.5 L/213	Fuel System	Port/Direct Injection
SAE Net Horsepower @ RPM	382 @ 6000	SAE Net Torque @ RPM	500 @ 3100
Engine Oil Cooler	None		

Electrical

Cold Cranking Amps @ 0° F (Primary)	800	Cold Cranking Amps @ 0° F (2nd)	800
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	240

AGENDA ITEM #9056

Discussion with Action: Approve the quote from Advanced Electronics Design Inc. for the purchase of one Rhino Tab M3 Computer Tablet and mounting components in the amount of $6,695.07 from CIP Account # 52002 -50849 Police Department Vehicle Expense with an account balance of $137,448.21.

Chair: Shawn O'Neill

SRC6A22554Z

Advanced Electronic Design Inc
344 John Dietsch Blvd, Unit 2
North Attleboro, MA, US 02763
(508) 699-0458

DRAFT

QUOTE

 # QUO-17518
2026-01-08
Sales Agent: Jesse Coulombe
Email: jcoulombe@patrolpc.com
Phone: (508) 431-4123

Attention		
David Hemingway	dhemingway@oobmaine.com	(207) 937-5803

Bill To	Ship To
ME - Town of Old Orchard Beach PD 16 East Emerson Cummings Blvd Old Orchard Beach, ME - 04064	ME - Town of Old Orchard Beach PD 16 East Emerson Cummings Blvd Old Orchard Beach, ME - 04064

Expiry Date	Shipping Rate	Payment Terms
2026-03-09	GROUND	NET 30

Item	Description	Type	Unit Price	Qty	Line Total
RH-M3	RhinoTab® M3 UltraRugged® Portable MDT (Intel Core i7-1185G7E Processor (1.8 GHz - 4.4 GHz, 12 MB Cache, 4 Core, Intel Iris Xe Graphics), Projected Capacitive Touch Screen, Internal Battery, Ambient Light Sensor, WiFi 802.11 2.45GHz B/G/N/AC + Bluetooth, GPS, 2MP Front Camera and 8MP Rear Camera w/ Flash, Dual Digital Microphones, Stereo Speakers, 2 USB 3.0 ports, TPM v2.0)	SALE	$3,795.00	1	$3,795.00
RAM: RAM-32GB-DDR4	32GB DDR4-2400 RAM		INCLUDED		INCLUDED
Hard-Drive: SSD-250GB-NVMe	250GB M.2 NVMe SSD - 1GB = 1,000,000,000 bytes. Total usable memory will be less depending on actual system configuration		INCLUDED		INCLUDED
Screen: SCRN-HRES-RH-M3	12.1in 2160x1440, 3:2 Ratio, Sunlight Readable, Optically bonded Display - 1300 NITs+		$100.00		$100.00
Operating System: OS-W11E64-RH-M3	Windows 11 IoT Enterprise 64 Bit (GAC License) Operating System for RhinoTab® M3		$209.00		$209.00
Bumpers: BMP-S-RH-M3	RhinoTab® M3 Shock-Absorbing Bumpers (Standard)		INCLUDED		INCLUDED
Kick Stand: KST-S-RH-M3	RhinoTab® M3 Integrated Kick Stand		$59.00		$59.00
Carrying Method: CARRY-HANDLE-S-RH-M3	RhinoTab® M3 Side-Mount Rhino Handle		INCLUDED		INCLUDED
Cellular: CELL-ATT-URC1-RH-M3	RhinoTab® M3 Embedded Cellular Modem. ATT. Dual SIM capable. Certified for FirstNet and Band 14. Uses black FirstNet Core SIM Card		$545.00		$545.00
Scanner: 2DS-RH-M3	RhinoTab® M3 Embedded 2D Barcode Scanner		$353.00		$353.00
Warranty: WRNT-3YR-RH-M3	3 Year RhinoTab® M3 Computer Warranty (Tablet Only)		INCLUDED		INCLUDED
RD-V2	Patrol PC® RhinoDock™ Low Profile Dock (Non-Configurable) - 1 10/100/1G Ethernet, 2 USB 3.0, 2 Always On USB 2.0, 4 RF Pass-Thru, 2 Ports for External Power Control and Ignition Sense. 10 AMP Fused Power Cable, 3 Year Warranty	SALE	$595.00	1	$595.00
Power Cable: CBL-PWR-6FT	6 FT Fused Power Cable		INCLUDED		INCLUDED
Warranty: WRNT-3YR-RD-M2	3 Year RhinoDock Warranty (Dock Only)		INCLUDED		INCLUDED
KBD-000028	TG3 83-Key Keyboard, Backlit, Hard key, Touchpad, USB, Two Cables (Coiled and Straight), US (MPN: KBA-BLTX-U-US).	SALE	$267.00	1	$267.00

MNT-VEH-TM-5502UDB-F150	Westin Tablet and Keyboard Mount with Two Telescopic Posts. 12" Tablet Post with G.R.I.P. Tilt/Swivel and Single Arm with Universal Display Bracket with VESA 75, VESA 100 & 2X4 Patterns (UDB-01). 10" Keyboard Post with G.R.I.P. Tilt/Swivel and Double Arm with Triple Pivot and Adjustable Tray for 12" Keyboard. Telescopic Mid Section on Under the Seat Base for Express Van 2011-2021; Silverado 2011-2014, 2021-2023; Tahoe 2011-2014, 2021-2022; Expedition 2018-2021; E-Series 2011-2021; F150 2011-2022; F250/F350/F450/F550/F650 2017-2022; Ranger 2018-2021 MPN#500-0033	SALE	$671.00	1	$671.00

☐ I have read and understood the following terms and conditions.

Will a matching PO be issued for this order? YES ☐ NO ☐

Subtotal:	$6,594.00
Shipping Cost:	$101.07
Total:	$6,695.07

Printed Name: ____________________

Date of Approval: ____________________

____

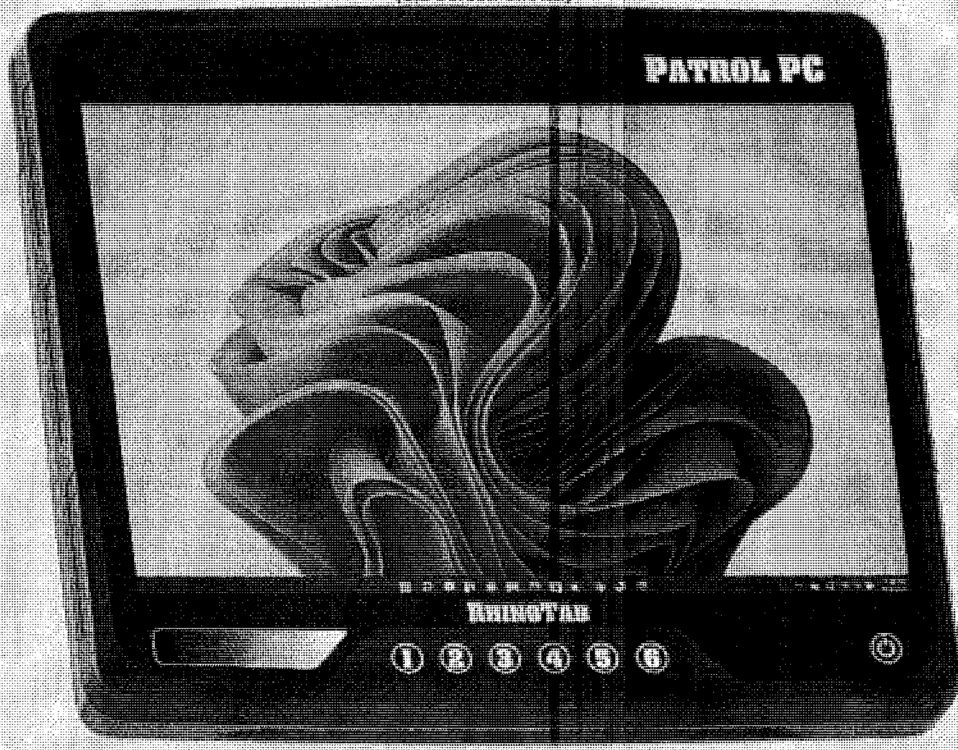
Signature of Approval

Terms & Conditions:

Sales tax, if applicable, will be invoiced in accordance with purchaser's tax rate. Unpaid balances accrue 1.5% interest per month.

PATROL PC®

(3:2 Screen Shown)



RHINOTAB® M3

ULTRARUGGED® TABLET

Lowest cost of ownership and maintenance

Extended warranties available up to 7 years

(4:3 Screen Shown)

*Optional Item

Proudly Designed and Manufactured in the U.S.A
www.PatrolPC.com

VETERAN OWNED BUSINESS

RhinoTab® M3 Specifications & Options

PROCESSOR
- Intel® i7 Gen 11 (1185G7E) 1.8GHz - 4.4GHz

RAM
- 32GB DDR4 SO-DIMM (Optional up to 64GB)

STORAGE
- 250GB NVMe PCIe SSD[1] (Optional up to 2TB)

GRAPHICS
- Intel® Iris® Xe Graphics

DISPLAY
- 12.1" 1024x768, 4:3 Ratio LCD
- 12.1" 2160x1440, 3:2 Ratio LCD (Optional)
- 1300+ NIT High-Bright
- 170/170° Viewing Angles
- User Adjustable Auto-Dimming Control

TOUCHSCREEN
- Multi-Touch Capacitive
- Windows Genstures Support
- Water and Palm Rejection
- Active and Passive Stylus Support

AUDIO
- Integrated Stereo Speakers
- High-Definition Audio Codec
- Dual Digital Microphones

BARCODE
- Honeywell N6600 Barcode Scanner (Optional)

WIFI
- Intel® AX200 (802.11ax, Bluetooth 5.2)

GPS
- uBlox NEO-M8 Concurrent GNNS

LTE
- Sierra Wireless® EM7511 (Optional)
  - ✓ Verizon
  - ✓ AT&T (FirstNet Capable)

CAMERAS
- 8MP Rear-Facing Camera
- 2MP Front-Facing Wide Viewing Angle Camera
- FLIR Lepton 3.5 Thermal Imaging Camera (Optional)

SECURITY FEATURES
- TPM v2.0
- SSD Hardware Encryption
- 13.5MHz RFID Reader (Optional)
- 125KHz RFID Reader (Optional)
- FAP 30 Certified Fingerprint Reader (Optional)
- FIPS 140-2 Certified SSD (Optional)

WARRANTY
- 3 Year Bumper-To-Bumper Warranty (Optional up to 7 Year)

OPERATING SYSTEMS
- Windows 11 IoT Enterprise[2]
- Windows 11 Pro[2] (Optional)

ACCESSORIES
- Slim-line Bumpers
- Rugged Rubber Bumpers (Optional)
- Kickstand (Optional)
- Sling Adapter (Optional)
- Rugged Handle (Optional)
- Connector Sealing Doors (Optional)

POWER
- 7-16V Direct Vehicle Power
- 4700mAh Lithium-Ion Battery
- Over-Voltage and Reverse Polarity Protection

DURABILITY
- -15°F to +150°F Operational Temperature (Fan-less)
- CNC Machined 6061-T6 Billet Aluminum Chassis
- Optically Bonded Chemically Strengthened Touchscreen
- High Strength PC/ABS Plastic

DIMENSIONS & WEIGHT
- 11.29" x 9.63" x 1.09"
- 4.25lbs.

I/O INTERFACES
- USB 3.2 Side Ports x2
- Gigabit Ethernet Jack x1
- Configurable Hotkey Buttons x6
- Configurable Capacitive Slider x1

DOCKS

	RD-V2	RD-S3
USB 3.0	2	4 (Up to 6)
USB 2.0	2[3]	2[3]
LAN	1[3]	1[3] (Up to 3)
RF Pass-Through	4 (LTE x2, WLAN, GPS)	4 (LTE x2, WLAN, GPS)
I/O Block	2	4
Fans	1	2
Micro-HDMI	1	1

1. 1GB = 1,000,000,000 bytes. Total usable memory depends on system configuration.
2. Windows 10 can be used by downgrading Windows 11 installation.
3. Always on ports (Powered by computer)

Patrol PC is constantly enhancing product specifications and accessories. Specifications subject to change without notice.

(508)699-0458 sales@PatrolPC.com www.PatrolPC.com

AGENDA ITEM #9057

Discussion with Action: Approve the quote from 2-Way Communication Service, Inc. DBA NEVO (New England Vehicle Outfitters) for the purchase and installation of police cruiser interior equipment to include lighting, interior components, and electronic components in the amount of $22,350.00 from CIP Account # 52002 – 50849 Police Department Vehicle Expense with an account balance of $137,448.21.

Chair: Shawn O'Neill

New England Vehicle Outfitters
40 Old Dover Road
Suite 11
Newington, NH 03801

NEW ENGLAND VEHICLE OUTFITTERS
Automotive Tailors

Proposal

4496

Date: 1/9/2026

Name / Address:

Old Orchard Beach Police
16 E Emerson Cummings Blvd
Old Orchard Beach, ME
4064

Phone : 603-436-2954

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

P.O. No.:	Terms	Rep:
D. Hemingway	Net 30	753

Qty	Item	Description	Total
		2026 Ford F150: Provide & Install New & Customer Supplied Public Safety Equipment	
		Removal: Remove bed drawer system from retired F150	
1	MUNICIPAL - NEVO Labor	NEVO Service Labor	175.00
		Front Lighting	
2	TSS0E	ION-T SURFACE MT DUO BLU/WHT	320.00
		Side / Intersection Lighting	
2	TSS0E	ION-T SURFACE MT DUO BLU/WHT	320.00
2	Lighting	Whelen TCRWX6 WeCanX Tracer With TCRB47 Mounting Brackets, Blue/White DUO	2,400.00
		Rear Lighting	
2	PSE02FCR	MEGA-T DUO FLASHER BLU/WHT	360.00
		Interior Lightbar Package	
1	Lighting	Whelen BSFW47Z Ford F150 XLP Inner Edge, WeCanX DUO B/W	3,950.00
1	Lighting	Whelen BSRW8 Ford F150 RST Inner Edge, 8 Lamp WeCanX DUO, All B/A With one R/A	0.00
1	C399	CENCOM CORE WCX CONTROL CENTER	0.00
1	CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD	0.00
1	C399SP	SCANport KIT FOR C399	0.00
1	SA315U	SA315U SPEAKER, BLACK PLASTIC (Replaces SA315P)	0.00
1	Siren	Whelen SAK73 F150 Siren Speaker Mounting Bracket	0.00
1	CEM16	WeCanX 16 OUTPUT EXPANSION MOD	240.00
1	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	300.00
1	CANLITEB	CANTROL LIGHT SENSOR BLACK - Controls Hi/Lo Power Modes	70.00
1	Siren	Whelen CHOWLER WCX LOW FREQUENCY SIREN SYSTEM With HSB35 Mounting Bracket	750.00
		Console	
1	C-VSW-2400-F150-1	Vehicle-Specific 24" Wide Flat Console For 2021-2024 Ford F-150 Police Responder, Special Service Vehicle (SSV), 2023-2024 Ford F-250, 350, 450 XL & XLT Super Duty Pickup, F-450 & 550 Cab Chassis & F-600 Chassis Cab	875.00
1	C-EB25-XTL-1P	Equipment Mounting Bracket (Moto)	0.00
1	C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket, 4' Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	0.00
1	CUP2-1001	Self-Adjusting Double Cup Holder	65.00
2	C-ARM-102	Side Mount Arm Rest	200.00
1	C-APW-1258	12" Accessory Pocket, 5.8" Deep For 3.3"W Section Of Wide Consoles	55.00
1	C-AP-0625-1	Havis 6" Accessory Pocket, 2.5" Deep	65.00

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

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

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

Subtotal

Sales Tax (0.0%)

Total

New England Vehicle Outfitters
40 Old Dover Road
Suite 11
Newington, NH 03801

NEVO
NEW ENGLAND VEHICLE OUTFITTERS
Automotive Tailors

Proposal

4496

Date: 1/9/2026

Name / Address:

Old Orchard Beach Police
16 E Emerson Cummings Blvd
Old Orchard Beach, ME
4064

Phone : 603-436-2954

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

P.O. No.:	Terms	Rep:
D. Hemingway	Net 30	753

Qty	Item	Description	Total
1	MMCLIP	Magnetic Mic Clip	45.00
1	Console	Havis C-W-LP1-USB-1 Accessory Bracket with 1 Lighter Plug Outlet and 1 USB-C & USB Type A Dual Port Charger for 3.3" Section of VSW Consoles	125.00
1	Ticket Light	60CREGCS - 12V WHT/RED 6' COMPARTMENT LT	210.00
		Computer Stand	
		Customer Supplied Computer Stand & Docking Station	
		Gun Locks	
2	Santa Cruz SC-917-5	Santa Cruz Model SC-917-5 Rapid Adjust Weapon Lock with XL Lock & Handcuff Key Override 1 x SC-6-XL Universal Gunlock (Handcuff Key) 1 x SC-502 18" Flat Bar 1 x SC-1900 or SC-1901 Butt Plate 1 x SC-9903 L-Bracket 1X Nuts and Bolts	700.00
		Prisoner Transport	
1	Prisoner Transport	Setina PK0355FDT15F150 Recessed Panel Partition With Center Sliding Window	1,100.00
1	Prisoner Transport	Setina T338FDT15F150 Cargo Deck With Drawer Super Max With Window Guards	4,000.00
		Interior Accessories	
1	STINGER DS LED HL	Stinger DS LED HL High Lumen w/ 12V DC	165.00
1	Interior Accessories	Tiger Tough T0512032-IW-BLK Tactical Driver's Seat, Black,	250.00
		Exterior Accessories	
1	Exterior Accessories	ProGard PB81FT16HD Heavy Duty Push Bumper	550.00
1	Exterior Accessories	AutoVentShade 94975 15-C F150/17-C F250/350 SUPER DUTY SUPERCREW 4PC OUTSIDE MOUNT VENTVISOR	75.00
		Antenna System	
1	60605	Heavy Duty 1/4 w/Spring 132-525MHz .	85.00
1	27208	NMO Mount 17' Antenna Cable	45.00
1	2880376E84	Mini UHF Antenna Connector	10.00
		Materials & Installation	
1	CG-X	CHARGEGUARD automatic on/off timer switch.	100.00
1	6-Split Distro	BLR-1206-G 6 position ATO/ATC Fuse Block with Ground - Single Input	85.00

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

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

Subtotal

Sales Tax (0.0%)

Total

New England Vehicle Outfitters
40 Old Dover Road
Suite 11
Newington, NH 03801

NEVO
NEW ENGLAND VEHICLE OUTFITTERS
Automotive Tailors

Proposal

4496

Date: 1/9/2026

Name / Address:

Old Orchard Beach Police
16 E Emerson Cummings Blvd
Old Orchard Beach, ME
4064

Phone : 603-436-2954

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

P.O. No.:	Terms	Rep:
D. Hemingway	Net 30	753

Qty	Item	Description	Total
1	12-Split Distro	BLR-1312-G 12 position ATO/ATC Fuse Block with Ground - Duel Input	115.00
1	HP8	Hardware Package, Wire, Loom, ZipTies, Fuses, Fuse Holders, Fasteners, etc.	600.00
1	CB100	153100 - 100A Circuit Breaker	55.00
1	CB80	153080 - 80A Circuit Breaker	65.00
1	SUV Upfit - Mid Size	Labor Frontline Upfit	3,000.00
1	Add Mirror Lights	Installation of Mirror Mounted, Door Mounted or Rocker Panel Mounted Lights at Time of Vehicle Upfit	325.00
1	Add WatchGuard	Installation Of WatchGuard Camera System / Axon Camera System At Time Of Orignal Vehicle Build	325.00
1	Add Push Bumper	Installation of Push Bumper at Time Of Vehicle Upfit	175.00

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

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

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

Subtotal

Sales Tax (0.0%)

Total

New England Vehicle Outfitters
40 Old Dover Road
Suite 11
Newington, NH 03801

NEVO
NEW ENGLAND VEHICLE OUTFITTERS
Automotive Tailors

Proposal

4496

Date: 1/9/2026

Name / Address:

Old Orchard Beach Police
16 E Emerson Cummings Blvd
Old Orchard Beach, ME
4064

Phone : 603-436-2954

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

P.O. No.:	Terms	Rep:
D. Hemingway	Net 30	753

Qty	Item	Description	Total
	Terms and Conditions	TERMS AND CONDITIONS: By signing this proposal, you agree to the following terms and conditions: •Special Order items: All special-order items will be invoiced to the customer when the order is placed. Please be sure the PO for this job will allow for multiple payments. •Please note that some special-order items may take 12-16 weeks for delivery from the manufacturer and there are NO RETURNS or CANCELLATIONS on special-order items. • Returned goods and/or canceled orders may be subject to a restocking fee of up to 30%. •Additional products or services provided outside of the original scope of this proposal will be subject to additional charges. •Delays caused by other vendors, including vehicle manufacturers and delivery delays may affect the scheduling and completion timeframe of your vehicle. •Hardware Package pricing is subject to change without notice. •NEVO will not store customer supplied or customer owned equipment; before or after vehicle upfit is complete. Equipment purchased from other vendors should be shipped to the customer's location. Items purchased from other vendors can be delivered to NEVO no more than 30 days prior to the scheduled build date. •Customer equipment left at NEVO longer than 30 days will be subject to a monthly storage fee of $100 per month •Payments for invoices are due in the timeframe established in the customers terms. Beginning at 30 days past-due, unpaid invoices will incur 5% late fee every 30 days. •NEVO guarantees the quality of their craftsmanship and warranties the installation from any defects caused by the installation for as long as the original customer owns the vehicle. •NEVO reserves the right to deny reimbursement for repairs that are made elsewhere prior to NEVO being made aware of the situation and provided the opportunity to inspect and address the issues first. This will be addressed on a case by case basis. •Customer Signature ______________________________ Date______________	0.00

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

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

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

Subtotal	$22,350.00
Sales Tax (0.0%)	$0.00
Total	**$22,350.00**

AGENDA ITEM #9058

Discussion with Action: Approve the quote from Motorola Solutions for the purchase of one M500 In Car Video System V300 in the amount of $6,803.00 from CIP Account # 52002 -50849 Police Department Vehicle Expense with an account balance of $137,448.21

Chair: Shawn O'Neill

MOTOROLA SOLUTIONS

QUOTE-3456783
(1) M500

Billing Address:
OLD ORCHARD BEACH POLICE DEPARTMENT
1 PRTLAND AVE
OLD ORCHARD BEACH,
ME 04064
US

Quote Date:01/12/2026
Expiration Date:03/13/2026
Quote Created By:
Klaudia Piechocka
Klaudia.Piechocka@
motorolasolutions.com

End Customer:
OLD ORCHARD BEACH POLICE DEPARTMENT
Deputy Chief David Hemingway

AGREEMENT: WG AGREEMENT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	M500						
1	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	1		$6,575.00	$5,260.00	$5,260.00
2	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	1		$410.00	$328.00	$328.00
3	LSV07S05297A	5Y ESSENTIAL WITH ADVANCED REPLACEMENT M500	1	5 YEARS	$1,518.75	$1,215.00	$1,215.00

Subtotal	$8,503.75
Total Discount Amount	$1,700.75
Grand Total	**$6,803.00(USD)**

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

- Unless otherwise noted in this quote / order, installation of equipment is not included.

M500 In-Car Video System Solution Description

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
  - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.

MOTOROLA SOLUTIONS

QUOTE-3456783

01/12/2026

OLD ORCHARD BEACH POLICE DEPARTMENT
1 PRTLAND AVE
OLD ORCHARD BEACH, ME 04064

RE: Motorola Quote for (1) M500

Dear Deputy Chief David Hemingway ,

Motorola Solutions is pleased to present OLD ORCHARD BEACH POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide OLD ORCHARD BEACH POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Klaudia Piechocka at Klaudia.Piechocka@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Klaudia Piechocka

AGENDA ITEM #9059

Discussion with Action: Approve the quote from FLOWBIRD for the purchase of two CWTCCC Touch and Display Pay Stations in the amount of $14,888.00 from Parking Control Capitol Improvement Account (Pay and Display Parking Kiosks) Account #52002-50884 with a balance of $26,623.99.

Chair: Shawn O'Neill

Old Orchard Beach

Quote Date	11/21/25
Quote Expires	2/19/26
Quote Issued By	Natalie Snow Mobile: 864-501-8836 natalie.snow@flowbird.group

Equipment

Product Name	Quantity	Unit Price	Term	Year 1	Year 2	Year 3
CWT Credit Card Pay Station - Color Touch Display Color: Black Solar / Cellular Payment Methods: Credit/Debit Card Configuration: Pay by Plate Warranty: 12-month	2	$6,250.00	One Time	$ 12,500.00		
Equipment Total:				$ 12,500.00	$ -	$ -

On Going Service

WebOffice Includes: All Mode Configuration Maintenance alarms alerts to cell phone Reporting (standard) Credit Card Gateway Communication Fees 24/7 Support	2	$ 62.00	Monthly	$ 1,488.00	$ 1,488.00	$ 1,488.00
Text Receipts - Optional	TBD	$0.03	Per Transaction			
Flowbird Meter Extension from smart phone - fee paid by end user - Optional	TBD	$0.35	Per Transaction			
PartSmart Extended Warranty program - Optional	2	$ 32.00	Monthly		$ 768.00	$ 768.00
On Going Services Total:				$ 1,488.00	$ 2,256.00	$ 2,256.00

General Services

Installation Services to prepared ground and training	2	$ 250.00		$ 500.00		
Installation of concrete Pad if needed	TBD	$ 900.00				
Shipping	2	$ 200.00		$ 400.00		
General Services Total:				$ 900.00	$ 2,256.00	$ 2,256.00
TAX:				$ -	$ -	$ -
Total:				**$ 14,888.00**	**$ 2,256.00**	**$ 2,256.00**
Grand Total:				**$ 14,888.00**	**$ 2,256.00**	**$ 2,256.00**

All prices stated are exclusive of taxes and shipping costs unless specifically itemized in this quotation. Customer is responsible for all taxes or providing proof of tax-exempt status. By accepting this order, Customer agrees to be bound by all applicable terms and conditions or terms of existing contract(s) between Customer and Flowbird for the same products and services, if any:

Accepted by: ______________________________ Date: _____/_____/_____

AGENDA ITEM #9060

Discussion with Action: Approve the quote from Jack Chevrolet of Saco for the purchase of a 2026 Chevrolet Trailblazer in the amount of $29,079.00 from Account #52002 -50849 Police Department Vehicle Expense CIP with an account balance of $137,448.21.

Chair: Shawn O'Neill

Date:	2/5/2026 11:06 AM
Salesperson:	- HOUSE SALES REP
Manager:	Michael Mullen
Customer ID #:	1076708

FOR INTERNAL USE ONLY

CUSTOMER TOWN OF OLD ORCHARD BEACH — Home Phone : (207) 934-2250

Address : 16 E EMERSON CUMMINGS BLVD OLD ORCHARD BEACH, ME 04064YORK — Work Phone : (207) 289-0709

E-Mail : DHEMINGWAY@OOBMAINE.COM — Cell Phone :

VEHICLE

Stock # : N26274 — New / Used : **New** — VIN : KL79MRSL0TB077660 — Mileage: 26

Vehicle : 2026 Chevrolet Trailblazer — Color : Sterling Gray M

Type : LT 4dr All-Wheel Drive1TW56

MSRP/List Price	29,450.00
Discount	1,000.00
Market Value	28,450.00
Doc Fee	594.00
Non Tax Fees	35.00
Balance	29,079.00

Customer Approval: ______________________ Management Approval: ______________________

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

AGENDA ITEM #9061

Discussion with Action: Authorize the Town Manager to enter into an agreement for Municipal Solid Waste Collection services between Casella Waste, Inc. and the Town of Old Orchard Beach for an additional three years commencing July 1, 2027, to continue with curbside solid waste collection services.

Chair: Shawn O'Neill

FIRST AMENDMENT TO CONTRACT FOR MUNICIPAL SOLID WASTE and RECYCLABLES COLLECTION

This First Amendment ("Amendment") is entered into as of July 1, 2027, by and between the Town of Old Orchard Beach, Maine ("Town"), and Pine Tree Waste, Inc. ("Contractor").

RECITALS

WHEREAS, the parties entered into that certain Contract for Municipal Solid Waste and Recyclables Collection dated July 1, 2022, with a current expiration date of June 30, 2027; and

WHEREAS, the Contract provides for one (1) three-year extension by mutual agreement of the parties; and

WHEREAS, the parties desire to exercise such extension option and establish pricing for the extension term.

NOW, THEREFORE, the parties agree as follows:

1. EXTENSION OF TERM
The parties hereby extend the term of the Contract for an additional three (3) years commencing July 1, 2027 and expiring June 30, 2030.

2. COMPENSATION
Effective July 1, 2027, Paragraph 13 of the Agreement shall be amended to provide:

For each Term Year, the Town shall pay the Contractor, the Fee for Contractor's full performance of all obligations under this Contract, including but not limited to provision of the MSW and Recyclable Curbside Collection Service.

July 1, 2027 – June 30, 2028
Annual Compensation: $ 605,156.36

Annual Fee shall Increase on July 1 of each year by 3%.

Town shall make payment of the Fee as follows: 1/12 of the Fee shall be due and owing on the last day of each month in which the Contractor provides MSW and Recyclable Curbside Collection Service in accordance with this contract.

3. RATIFICATION

Except as expressly modified herein, all terms and conditions of the Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of July 1, 2027.

PINE TREE WASTE, INC.:

By: ____________________________

Name: __________________________

Title: ___________________________

Date: ___________________________

TOWN OF OLD ORCHARD BEACH, MAINE

By: ____________________________

Name: __________________________

Title: ___________________________

Date: ___________________________

AGENDA ITEM #9062

Discussion with Action: Approve the quote from Aquatics Informatics Inc for the purchase of WIMS software with an annual fee of $5,226.84 and an initial start-up fee of $16,784.88 for a total of $22,011.72 from account #20161-50310 Wastewater Service Contracts with a balance of $44,200.00.

Chair: Shawn O'Neill

PURCHASE ORDER REQUEST FORM

Date: 7/2/26 Department: Wastewater

Vendor #: 8281 (is vendor active in Munis? If not a vendor packet needs to be completed prior to requesting PO)

Vendor Name: Aquatics Informatics inc.

Account (Org/Obj): 20161-50310

Current Account Balance: $44,200

Amount Requested: $22,011.72

- Copies of quotes if required, are they attached? Yes ○ No ○
- Copies of bids if required, are they attached? Yes ○ No ○
- Items to purchase $5000 and over approved by Council? Yes ⊙ No ○
  - Agenda Item # ____________
  - Date approved ____________

General Description: Yearly and One time startup fee for WIMS program

Estimate, Quote or Itemized list included (enter items on attached table): Yes ○ No ○

- Quantity
- Cost for each
- Description of item
- Freight charge

[signature] 7/15/26

Department Head Signature Date

Description	Quantity	Cost	Freight	Total Cost (quantity x cost + freight)
Annual fee	1	5226.84		5226.84
Start up Fee	1	16784.88		16784.88

WIMS-IMPRT-SCADA **WIMS Interface - SCADA** *SCADA import subscription for the WIMS Platform. Price for a single standard SCADA interface, for a single system/operation with automatic data ingestion.*	$1,798.50	12mos	1.0	$1,798.50
WIMS-SCDA_INT-STRTUP **WIMS SCADA Interface Configuration and Training** *Implementation and training service to configure a SCADA interface with the WIMS software. The customer's participation is critical for successful implementation of the interface with the customer providing; a fully configured SCADA system to feed the WIMS software along with a complete list detailing the SCADA tags to be configured. The interface will be configured remotely via several implementation sessions as required based on the specific interface, this service includes remote training on the specific configuration so additional configuration can be undertaken by the customer if required. This service includes the configuration of one SCADA interface from the available SCADA interface list.*	$4,268.32	12mos	1.0	$4,268.32

Summary of Products & Services

Software Licenses (One-Time License Fees): $0.00 USD
Professional Services (One-Time Service Fees): $16,784.88 USD
Recurring Annual Fees (SaaS & SMA): $5,226.84 USD

GRAND TOTAL: **$22,011.72 USD**

AGENDA ITEM #9063

Discussion with Action: Approve the quote from Maine-ly Sports for the purchase of a 2026 CFMoto CF600UZ utility vehicle in the amount of $15,446.95 from account # 53002-50905 Wastewater Treatment Facility Vehicle CIP with a balance of $64,485.

Chair: Shawn O'Neill

PURCHASE ORDER REQUEST FORM

Date: 7/15/26 Department: Wastewater

Vendor #:______________ (is vendor active in Munis? If not a vendor packet needs to be completed prior to requesting PO)

Vendor Name: Maine-LY Action Sports

Account (Org/Obj): 53002-50905

Current Account Balance: $25,210

Amount Requested: $15,446.95

- Copies of quotes if required, are they attached? Yes ○ No ○
- Copies of bids if required, are they attached? Yes ○ No ○
- Items to purchase $5000 and over approved by Council? Yes ○ No ○
  - Agenda Item #________________
  - Date approved________________

General Description: ____

____

Estimate, Quote or Itemized list included (enter items on attached table): Yes ◉ No ○

- Quantity
- Cost for each
- Description of item
- Freight charge

[signature] 7/15/26

Department Head Signature Date

MAINE-LY ACTION SPORTS

596 Main Street
Oxford Maine 04270
207-539-8811

Buyer's Order

Town of old orchard beach

24 manor st ocean park
OOB Maine 04063
H W C 207-934-4416

Date
Order No. 4008043
Salesman

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2026	CFMoto	CF600UZ	LCELDUZ9XT6005234	CFS26-34	$10,999.00

Options:

FULL DOORS	$1,999.98	D
GLASS FRONT WINDSHIELD	$999.99	D
REAR POLY WINDSHIELD	$299.99	D
Side mirrors	$99.99	D

Manufacturer Retail Price	$10,999.00
Less Dealer Discount	$0.00
Dealer Unit Price	$10,999.00
Factory Options	$0.00
Added Accessories	$3,399.95
Freight	$1,000.00
Dealer Prep / Rigging Fee	$0.00
Title Fee	$0.00
Arbitration Fee	$0.00
Pre Paid Maintenance	$0.00
Discount	$0.00
Service Contracts	$0.00
VSI	$0.00
UCC	$0.00
Membership	$0.00
Cash Price	$15,398.95
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$15,398.95
Sales Tax	$0.00
Title/License/Registration Fees	$0.00
Document or Administration Fees	$48.00
Credit Life Insurance	$0.00
Accident & Disability	$0.00
Total Other Charges	$48.00
Sub Total (Net Sale + Other Charges)	$15,446.95
Cash Down Payment	$0.00
Amount to Pay/Finance	→ $15,446.95 ←

Notes:
U 600 glass front

poly rear

Hard doors
Trade Information
MIRRORS

TAX EXEMPT

Factory Cab

Monthly Payment of $0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

Customer Signature ____________________ Dealer Signature ____________________

Thank You for Your Business!

QUOTATION

Abbott's Power Equipment
MOTORSPORTS • LAWN & GARDEN • COMMERCIAL
P.O. Box 330, 154 Main Street, E. Waterboro, ME 04030
207-247-5278

PHONE #:	(207)934-4416	DATE:	7/7/2026
CELL #:	(207)699-6191	ORDER #:	107576
ALT. #:	(207)934-4416	CUSTOMER #:	115606
P.O.#:		CP:	DAVID
TERMS:	Net 30	LOCATION:	1
SALES TYPE:	Quote	STATUS:	Active

BILL TO 115606

OOB WASTE WATER DEPT
1 PORTLAND AVE
OLD ORCHARD BEACH, ME 04064 US

SHIP TO

OOB WASTE WATER DEPT
1 PORTLAND AVE
OLD ORCHARD BEACH, ME 04064 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
POL	R26MAU57B5	2026 POLARIS RANGER SP 570 NorthStar Edition Zenith Blue CA	1	$25,868.70	$20,526.00	$20,526.00

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

No returns on electrical or special order items. There may be a 20% restocking fee imposed on returned items. All returns must be accompanied by the original receipt and be made within 30 days.

Thank you for your business!

SUBTOTAL:	$20,526.00
TAX:	$0.00
ORDER TOTAL:	$20,526.00

Factory Encloseur

Authorized By: ____________________

Buyers Order

REYNOLDS MOTORSPORTS
P.O. BOX 99
Gorham, ME 04038
207 929-6841

Salesperson Details
Name: S N LYONS Phone: [illegible] Email: [illegible]

Buyer Information

N/U	Year	Make	Model	Stock #	VIN	Width
New	2026	HONDA	SXS700M2T	102047	1HFVE0227T4102047	4.99

Options	
FULL CAB ENCLOSURE (NOT INSTALLED) (D) →	$5,424.94

Pricing Details	
Manufacturer Base Price	$12,899.00
Options Price	$5,424.94
Freight & Dealer Prep	$1,798.00
Subtotal (Total Before Discount)	$20,121.94
Discount	($1,979.91)
Unit Subtotal	$18,142.03
Other Extras & Fees	$316.00
Tax	$1,014.26
Net Selling Price	$19,472.29
Amount Financed	→ $19,472.29
Estimated Payment	$385.48 for 60 Months @ 6.99%

Payment Options Matrix			
Down	$0.00	$0.00	$1,000.00
54 Term	$59.97	$41.45	$22.93
60 Term	$53.97	$37.30	$20.64
66 Term	$49.07	$33.91	$18.76
Estimated APR			

Honda
Factory CaB

QUOTATION

Abbott's Power Equipment
MOTORSPORTS • LAWN & GARDEN • COMMERCIAL
P.O. Box 330, 154 Main Street, E. Waterboro, ME 04030
207-247-5278

PHONE #: **(207)934-4416**
CELL #: **(207)699-6191**
ALT. #: **(207)934-4416**
P.O.#:
TERMS: **Net 30**
SALES TYPE: **Quote**

DATE: **7/7/2026**
ORDER #: **107574**
CUSTOMER #: **115606**
CP: **DAVID**
LOCATION: **1**
STATUS: **Active**

BILL TO 115606

OOB WASTE WATER DEPT
1 PORTLAND AVE
OLD ORCHARD BEACH, ME 04064 US

SHIP TO

OOB WASTE WATER DEPT
1 PORTLAND AVE
OLD ORCHARD BEACH, ME 04064 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
POL	R26MAE57B5	2026 POLARIS RANGER SP 570 Premium Zenith Blue CA	1	$18,588.70	$13,850.00	$13,850.00
POL	2885075	K-ACCY,DOOR,FULL,CNVS,FRT	1	$1,019.99	$1,019.99	$1,019.99
POL	2885080	K-ACCY WNDSLD,GLS FXD	1	$879.99	$879.99	$879.99
POL	2879965	K-RR PNL,GLS,RGT	1	$449.99	$449.99	$449.99
POL	2885082	K-ACCY HEATER	1	$1,199.99	$1,199.99	$1,199.99

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

No returns on electrical or special order items. There may be a 20% restocking fee imposed on returned items. All returns must be accompanied by the original receipt and be made within 30 days.

Thank you for your business!

SUBTOTAL:	**$17,399.96**
TAX:	**$0.00**
ORDER TOTAL:	**$17,399.96**

AfterMarket
CaB

Authorized By: ______________________

AGENDA ITEM #9064

Discussion with Action: Approve the quote from Messer Truck and Van for a Knapheide crane truck body in the amount of $39,275 from account #53002-50905 Wastewater Treatment Facility Vehicle CIP with a balance of $64,485.00.

Chair: Shawn O'Neill

PURCHASE ORDER REQUEST FORM

Date: 7/13/26 Department: Wastewater

Vendor #: 4108 (is vendor active in Munis? If not a vendor packet needs to be completed prior to requesting PO)

Vendor Name: Messer truck and van

Account (Org/Obj): 53002-50905

Current Account Balance: $64,485

Amount Requested: $39,275

- Copies of quotes if required, are they attached? Yes ○ No ○
- Copies of bids if required, are they attached? Yes ○ No ○
- Items to purchase $5000 and over approved by Council? Yes ⊙ No ○
    - Agenda Item # __________
    - Date approved __________

General Description: To replace current flatbed crane truck body with a side mount crane service body.

Estimate, Quote or Itemized list included (enter items on attached table): Yes ○ No ○

- Quantity
- Cost for each
- Description of item
- Freight charge

[signature] 7/13/26

Department Head Signature Date

Messer Truck and Van
Westbrook, ME 04092

207-854-9751
info@messerbuilt.com
messerbuilt.com

Quote

Date	Quote #
7/8/2026	17417

Quote valid for 30 days.

Name / Address
Town of Old Orchard Beach-Waste Water 1 Portland Ave Old Orchard Beach, ME 04064

Attention	Terms	P.O. Number	Acct. Rep	Sales Rep
Jeremy	Net 30		DG	Dana

Description	Qty	U/M	Total
Knapheide Crane Body	1	ea	39,275.00
Model 6108DL-30			
Price includes			
Removal of flatbed and Venturo crane			
Install new body and crane on right pack of service body			
Rugged 14 ga A-40 galvanneal steel body shell w/exclusive Knapheide 6 yr warranty			
Double spring over center door closures			
250# capacity adjustable shelves with dividers			
Slammable tailgate			
Interior light guards			
Automotive bulb-type neoprene door seals			
All stainless steel continuous hinges			
Double shell 20 ga two-sided A-40 galvanneal steel hat section reinforced doors			
Stainless steel paddle handles			
Security ring strikers			
Outrigger rear bumper with hitch			
Full LED lighting package			
Epoxy primer with electric fusion during 100% body submersion			
Painted White single stage			
Black magnum rack no lights			
Wire strobes in tail lights			
(2) Rear work lights			

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

Messer Truck and Van
Westbrook, ME 04092

207-854-9751
info@messerbuilt.com
messerbuilt.com

Quote

Date	Quote #
7/8/2026	17417

Quote valid for 30 days.

Name / Address
Town of Old Orchard Beach-Waste Water 1 Portland Ave Old Orchard Beach, ME 04064

Attention	Terms	P.O. Number	Acct. Rep	Sales Rep
Jeremy	Net 30		DG	Dana

Description	Qty	U/M	Total
(2) Strobe lights mounted on Magnum rack			
LED Compartment Lights Installed			
Vortex (bedline)load bed floor walls and compartment tops			
Modern vehicle electrical systems sometimes require a re-flash of the vehicles computer after a body and lighting is installed. This varies by make, model and trim level and is done by the dealer. This service is typically about $300.	1	ea	0.00
OPTIONS NOT INCLUDED:			
Relocate diesel transfer tank add $700.00			

We will build your work truck or van in accordance with the above specifications, in addition to federal safety guidelines. Please note: vehicle computer systems may require reprogramming after an upfit is complete. This is only done by dealerships and can vary by make, model, trim, and type of upfit. Alternations, changes, or if reprogramming is required will result in additional costs. Our workers are covered by worker's compensation insurance.

Sales Tax (0.0%)	$0.00
Total	$39,275.00

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

Acceptance of Proposal - Sign and Return

AGENDA ITEM #9065

Discussion with Action: Approve the estimate from Thyng Paving in the amount of $683,900.00 for paving the following roads: Olympia Ave, Casco Ave, Tioga Ave, Roanoke Ave, Spring St, Boivert, Clover Ave, Portland Rd, Parcher Ave, Banks Brook Cir, Maple Ave, Kinney Ave, Hobson Rd, Center St, Oceana, and Oakcrest from account #5002-50506 Public Works Road Maintenance and Improvement CIP with a balance of $600,000.00.

Chair: Shawn O'Neill

						THYNG	SHAW	PIKE				
Olympia Av	Full Depth	2026	Road CIP	320		50,000.00	70,632.87	73,390.00				
Casco Ave	Full Depth	2026	Road CIP	550		31,000.00	35,751.00	23,620.00				
Tioga Ave.	Full Depth	2026	Road CIP	320		41,500.00	43,370.00	37,950.00				
Roanoke A	Full Depth	2026	Road CIP	215		16,000.00	18,030.80	16,120.00				
Spring Stre	Full Depth	2027	Road CIP	525		45,000.00	39,216.81	29,840.00				
Boisvert	This is a new request from residents that live on this road. It is a town accepted road.	2027	Road CIP	417		20,000.00	24,849.46	15,580.00				
Clover Ave	Mix of full depth patch and reclaim. Culvert needs to be replaced	2027	Road and Stormwat er CIP	875		48,000.00	44,530.63	38,560.00				
Portland Road towards Scarborou gh	PW Directo	2027	Road CIP	4748		227,000.00	243,484.80	247,750.00				
Parcher Rd	This is a new request from residents that live on this road. It is a town accepted road.	2027	Road CIP	312.5		24,500.00	35,985.10	21,880.00				
Banks broo	This is a new request from residents that live on this road.	2027	Road CIP			43,200.00	58,235.70	52,100.00				
Maple	This is a new request from residents that live on this road.	2027	Road CIP			26,000.00	30,924.50	26,340.00				
Kinney Ave	this was added for FY27	2027	Road CIP			18,000.00	46,985.55	42,115.00				
Hobson Rd		2027	Road CIP			24,000.00	24,330.93	29,110.00				
Center ST		2027	Road CIP			21,800.00	24,705.93	35,700.00				
Oceana		2027	Road CIP			19,000.00	39,811.75	60,350.00				
Oakcrest		2027	Road CIP			28,900.00	30,163.20	16,920.00				
						683,900.00	811,009.03	767,325.00				

David Pinkham

From:	Thyng Paving LLC <quickbooks@notification.intuit.com>
Sent:	Wednesday, July 1, 2026 12:26 PM
To:	David Pinkham
Cc:	thyngpaving1@gmail.com
Subject:	Estimate 1987 from Thyng Paving LLC
Attachments:	Estimate_1987_from_Thyng_Paving_LLC.pdf

ESTIMATE 1987 DETAILS

Thyng Paving LLC

$683,900.00

Review and approve

Powered by QuickBooks

Dear TOWN OF OLD ORCHARD,

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thyng Paving LLChanks for your business!
Thyng Paving LLC

Address	TOWN OF OLD ORCHARD TOWN OF OLD ORCHARD BEACH ATTN: PUBLIC WORKS DEPT. 1 PORTLAND AVE 207-934-2250 OLD ORCHARD BEACH, ME 04064

Services $50,000.00

Olympia Ave:
Agree to turn existing asphalt to reclaim and leave on site to be finely graded for the proper base. Grind butt joints at driveways and roadways. Apply tack coat then lay approximately 2" of base coat and 1.5" of top coat.

Services $26,000.00

Maple Ave:
Agree to mill down approximately 1-1.5" of asphalt. Grind butt joints at driveways and roadways. Apply tack coat and shim in low areas as needed. Then lay 1.5" of hot asphalt all rolled and compacted.

Services $24,000.00

Hobson Ave:
Agree to mill down approximately 1-1.5" of asphalt. Grind butt joints at driveways and roadways. Apply tack coat and shim in low areas as needed. Then lay 1.5" of hot asphalt all rolled and compacted.

Services $21,800.00

Center St:
Agree to mill down approximately 1-1.5" of asphalt. Grind butt joints at driveways and roadways. Add reclaim as needed. Apply tack coat and shim in low areas as needed. Then lay 1.5" of hot asphalt all rolled and compacted.

Services $45,000.00

Spring St:
Agree to turn existing asphalt to reclaim and leave on site to be finely graded for the proper base. Agree to add reclaim as needed. Grind butt joints at driveways and roadways. Apply tack coat then lay approximately 2" of base coat and 1.5" of top coat.

Services $19,000.00

Oceana Ave:
Agree to turn existing asphalt to reclaim and leave on site to be finely graded for the

proper base. Add reclaim as needed. Grind butt joints at driveways and roadways. Apply tack coat then lay approximately 2" of base coat and 1.5" of top coat.

Services $48,000.00

Clover St:
Agree to mill down approximately 1-1.5" of asphalt. Grind butt joints at driveways and roadways. Apply tack coat and shim in low areas as needed. Then lay 1.5" of hot asphalt all rolled and compacted.

Services $31,000.00

Casco Ave:
Agree to mill down approximately 1-1.5" of asphalt. Grind butt joints at driveways and roadways. Apply tack coat and shim in low areas as needed. Then lay 1.5" of hot asphalt all rolled and compacted.

Services $41,500.00

Tioga Ave:
Agree to mill down approximately 1-1.5" of asphalt. Grind butt joints at driveways and roadways. Apply tack coat and shim in low areas as needed. Then lay 1.5" of hot asphalt all rolled and compacted.

Services $16,000.00

Roanoke Ave:
Agree to mill down approximately 1-1.5" of asphalt. Grind butt joints at driveways and roadways. Apply tack coat and shim in low areas as needed. Then lay 1.5" of hot asphalt all rolled and compacted.

Services $18,000.00

Kinney Ave:
Agree to mill down approximately 1-1.5" of asphalt. Grind butt joints at driveways and roadways. Apply tack coat and shim in low areas as needed. Then lay 1.5" of hot asphalt all rolled and compacted.

Services $20,000.00

Boisivert St:
Agree to turn existing asphalt to reclaim and leave on site to be finely graded for the proper base. Add reclaim as needed. Grind butt joints at driveways and roadways. Apply tack coat then lay approximately 2" of base coat and 1.5" of top coat.

Services $24,500.00

Parcher Ave:
Agree to regrade with reclaim as needed to be finely graded for the proper base. Then lay 2" of base coat all rolled and compacted. Then lay 1.5" of top coat all rolled and compacted.

Services $43,200.00

Banks Brooks Circle:
Agree to mill down approximately 1-1.5" of asphalt. Grind butt joints at driveways and roadways. Apply tack coat and shim in low areas as needed. Then lay 1.5" of hot asphalt all rolled and compacted.

Services $227,000.00

Portland Rd:
Shim in low areas. Apply tack coat and then overlay with 1-1.5" of hot asphalt all rolled and compacted.

Services $28,900.00

Oakcrest Drive:
Agree to shim in low areas. Apply tack coat and then overlay with 1-1.5" of hot asphalt all rolled and compacted.

Total $683,900.00

Dear Customer,
Please note this is a 4% discount on purchases made by cash or check. For those opting to pay with debit or credit cards, please note the price will be 4% higher than the listed price above.
Thank you for your understanding
Best Regards,
Thyng Paving LLC

Review and approve

Thyng Paving LLC

264 So Waterboro Rd Lyman, ME 04002

+12074990059

thyngpaving1@gmail.com

www.thyngpaving.com

If you receive an email that seems fraudulent, please check with the business owner before paying.

BELMONT OFFICE
3 EASTGATE PARK ROAD, BELMONT, NH 03220
Phone: (603) 527-5100

PIKE INDUSTRIES
A CRH COMPANY

AN EQUAL OPPORTUNITY EMPLOYER
ESTABLISHED 1872

To:	Town Of Old Orchard Beach	**Contact:**	
Address:	Public Works Facility, 103 Smithwheel Rd.	**Phone:**	(207) 934-2250
	Old Orchard Beach, ME 4064	**Email:**	
Project Name:	Town Of Old Orchard Beach, ME - 2026	**Bid Number:**	
Project Location:	Various Strrets, Old Orchard Beach, ME	**Bid Date:**	7/10/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Bank Brooks Rd					
14	HOT MIX ASPHALT 9.5 MM HMA	280.00	TON	$170.00	$47,600.00
22	PAVEMENT BUTT JOINTS	75.00	SY	$20.00	$1,500.00
38	BITUMINOUS TACK COAT APPLIED	150.00	GAL	$10.00	$1,500.00
54	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	5.00	TON	$300.00	$1,500.00
	Total Price for above Bank Brooks Rd Items:				**$52,100.00**
Bosisivert St					
12	HOT MIX ASPHALT 9.5 MM HMA	75.00	TON	$170.00	$12,750.00
23	PAVEMENT BUTT JOINTS	50.00	SY	$20.00	$1,000.00
39	BITUMINOUS TACK COAT APPLIED	33.00	GAL	$10.00	$330.00
55	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	5.00	TON	$300.00	$1,500.00
	Total Price for above Bosisivert St Items:				**$15,580.00**
Casco Ave					
9	HOT MIX ASPHALT 9.5 MM HMA	118.00	TON	$170.00	$20,060.00
24	PAVEMENT BUTT JOINTS	75.00	SY	$20.00	$1,500.00
40	BITUMINOUS TACK COAT APPLIED	56.00	GAL	$10.00	$560.00
55	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	5.00	TON	$300.00	$1,500.00
	Total Price for above Casco Ave Items:				**$23,620.00**
Center Ave					
3	HOT MIX ASPHALT 9.5 MM HMA	190.00	TON	$170.00	$32,300.00
25	PAVEMENT BUTT JOINTS	50.00	SY	$20.00	$1,000.00
41	BITUMINOUS TACK COAT APPLIED	90.00	GAL	$10.00	$900.00
57	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	5.00	TON	$300.00	$1,500.00
	Total Price for above Center Ave Items:				**$35,700.00**
Clover St					
6	HOT MIX ASPHALT 9.5 MM HMA	195.00	TON	$170.00	$33,150.00
26	PAVEMENT BUTT JOINTS	100.00	SY	$20.00	$2,000.00
42	BITUMINOUS TACK COAT APPLIED	101.00	GAL	$10.00	$1,010.00
58	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	8.00	TON	$300.00	$2,400.00
	Total Price for above Clover St Items:				**$38,560.00**

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Hobson Ave					
4	HOT MIX ASPHALT 9.5 MM HMA	150.00	TON	$170.00	$25,500.00
27	PAVEMENT BUTT JOINTS	65.00	SY	$20.00	$1,300.00
43	BITUMINOUS TACK COAT APPLIED	81.00	GAL	$10.00	$810.00
59	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	5.00	TON	$300.00	$1,500.00
		Total Price for above Hobson Ave Items:			**$29,110.00**
Kinney Ave					
11	HOT MIX ASPHALT 9.5 MM HMA	60.00	TON	$170.00	$10,200.00
19	REMOVE CONCRETE WALK	170.00	LF	$15.00	$2,550.00
21	REMOVE PAVEMENT	825.00	SY	$15.00	$12,375.00
28	PAVEMENT BUTT JOINTS	50.00	SY	$20.00	$1,000.00
44	BITUMINOUS TACK COAT APPLIED	24.00	GAL	$10.00	$240.00
60	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	5.00	TON	$300.00	$1,500.00
71	HOT MIX ASPHALT 19.0 MM HMA	95.00	TON	$150.00	$14,250.00
		Total Price for above Kinney Ave Items:			**$42,115.00**
Maple Ave					
2	HOT MIX ASPHALT 9.5 MM HMA	115.00	TON	$170.00	$19,550.00
29	PAVEMENT BUTT JOINTS	150.00	SY	$20.00	$3,000.00
45	BITUMINOUS TACK COAT APPLIED	54.00	GAL	$10.00	$540.00
61	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	10.00	TON	$325.00	$3,250.00
		Total Price for above Maple Ave Items:			**$26,340.00**
Oakcrest Dr					
15	HOT MIX ASPHALT 9.5 MM HMA	84.00	TON	$170.00	$14,280.00
30	PAVEMENT BUTT JOINTS	35.00	SY	$20.00	$700.00
46	BITUMINOUS TACK COAT APPLIED	44.00	GAL	$10.00	$440.00
62	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	5.00	TON	$300.00	$1,500.00
		Total Price for above Oakcrest Dr Items:			**$16,920.00**
Oceana Ave					
7	HOT MIX ASPHALT 9.5 MM HMA	135.00	TON	$170.00	$22,950.00
18	RECLAIMED AND FINE GRADE	1,400.00	SY	$8.00	$11,200.00
31	PAVEMENT BUTT JOINTS	35.00	SY	$20.00	$700.00
47	BITUMINOUS TACK COAT APPLIED	75.00	GAL	$10.00	$750.00
63	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	5.00	TON	$300.00	$1,500.00
73	HOT MIX ASPHALT 19.0 MM HMA	155.00	TON	$150.00	$23,250.00
		Total Price for above Oceana Ave Items:			**$60,350.00**
Olympia/Oak					
1	HOT MIX ASPHALT 9.5 MM HMA	123.00	TON	$170.00	$20,910.00
17	RECLAIMED AND FINE GRADE	1,725.00	SY	$8.00	$13,800.00
32	PAVEMENT BUTT JOINTS	185.00	SY	$20.00	$3,700.00
48	BITUMINOUS TACK COAT APPLIED	48.00	GAL	$10.00	$480.00
64	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	15.00	TON	$300.00	$4,500.00
70	HOT MIX ASPHALT 19.0 MM HMA	200.00	TON	$150.00	$30,000.00
		Total Price for above Olympia/Oak Items:			**$73,390.00**
Parcher Ave					
13	HOT MIX ASPHALT 9.5 MM HMA	40.00	TON	$170.00	$6,800.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
20	FINE GRADE	575.00	SY	$6.00	$3,450.00
33	PAVEMENT BUTT JOINTS	25.00	SY	$20.00	$500.00
49	BITUMINOUS TACK COAT APPLIED	18.00	GAL	$10.00	$180.00
65	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	5.00	TON	$300.00	$1,500.00
72	HOT MIX ASPHALT 19.0 MM HMA	63.00	TON	$150.00	$9,450.00
		Total Price for above Parcher Ave Items:			**$21,880.00**

Portland Ave

16	HOT MIX ASPHALT 9.5 MM HMA	1,750.00	TON	$130.00	$227,500.00
34	PAVEMENT BUTT JOINTS	200.00	SY	$20.00	$4,000.00
50	BITUMINOUS TACK COAT APPLIED	725.00	GAL	$10.00	$7,250.00
66	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	30.00	TON	$300.00	$9,000.00
		Total Price for above Portland Ave Items:			**$247,750.00**

Ronanoke Ave

10	HOT MIX ASPHALT 9.5 MM HMA	78.00	TON	$170.00	$13,260.00
35	PAVEMENT BUTT JOINTS	50.00	SY	$20.00	$1,000.00
51	BITUMINOUS TACK COAT APPLIED	36.00	GAL	$10.00	$360.00
67	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	5.00	TON	$300.00	$1,500.00
		Total Price for above Ronanoke Ave Items:			**$16,120.00**

Spring St

5	HOT MIX ASPHALT 9.5 MM HMA	154.00	TON	$170.00	$26,180.00
36	PAVEMENT BUTT JOINTS	75.00	SY	$20.00	$1,500.00
52	BITUMINOUS TACK COAT APPLIED	66.00	GAL	$10.00	$660.00
68	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	5.00	TON	$300.00	$1,500.00
		Total Price for above Spring St Items:			**$29,840.00**

Tioga Ave

8	HOT MIX ASPHALT 9.5 MM HMA	200.00	TON	$170.00	$34,000.00
37	PAVEMENT BUTT JOINTS	75.00	SY	$20.00	$1,500.00
53	BITUMINOUS TACK COAT APPLIED	95.00	GAL	$10.00	$950.00
69	HOT MIX ASPHALT 9.5 MM HMA (INCID.)	5.00	TON	$300.00	$1,500.00
		Total Price for above Tioga Ave Items:			**$37,950.00**

Total Bid Price: $767,325.00

Notes:

- Contractor's quoted prices shall be equitably adjusted on a periodic basis is order to reflect any increase in the price of liquid asphalt since the date of the quote or bid. The baseline cost for this contract are as follows: liquid asphalt $715.83 (average New England selling price, as posted on the MDOT website). Liquid asphalt escalation will be calculated by multiplying the performance graded binder percentages times the difference in price between the base price and the period price by the number of hot mix asphalt tons laid during the period.
- AC Price Adjustment shall be paid in its entirety to Pike Industries, Inc. per the Construction Contract.
- Pike Industries, Inc. is not responsible for liquidated damages, or any disincentives associated with the work as quoted.
- Billing is based on the actual tons used which may differ from the tons estimated.
- Billing will be based on actual square yards reclaimed / cold planed, as measured in the field.
- Prices for products containing aggregate, cement, liquid asphalt, and/or steel are subject to equitable adjustment to account for any change in the prices of those materials, including any change in tariff rates, if the price changes are not covered by a specific index.
- Hot Mix Asphalt (HMA) as quoted is free of Refined Engine Oil Bottoms (REOB's). For more information regarding REOB's, a listing of states that have currently banned their use and potential detriments to HMA please go the following website: http://commonwealthmagazine.org/transportation/004-laying-it-down-testing-it-later/

- Unless the words "Lump Sum" appear next to an item of work, is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Seller.

This Quotation expires thirty (30) days from its issuance unless accepted in writing by the Buyer.

The person signing below represents that he/she is authorized to enter into this Contract on behalf of the Buyer and has received the Seller's Standard Terms & Conditions, which are incorporated by reference herein.

This Contract and the Standard Terms & Conditions are accepted by the buyer:

STANDARD TERMS & CONDITIONS

1. **Applicability.** These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, "*Contract*"). With the exception of the Terms & Conditions contained in any Application for Business Credit, the Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations, and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer may have submitted a purchase order or contract.

2. **Payment**. Seller's agreement to perform any work hereunder is conditioned upon Buyer's satisfaction of Seller's credit terms, as determined in Seller's sole discretion. Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

3. **Taxes.** Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify, and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable work area for Seller and its employees.

6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents,' vehicles, barges, or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.

7. **Warranty.** Seller warrants that the goods and services herein will conform to the approved shop drawings. If there a no approved shop drawings, Seller warrants that the goods and services herein will conform to specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.

8. **Time.** Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, pandemic, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

9. **Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.

11. **Damages.** Seller's liability for any damages related to this Contract shall be limited to (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.** It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions

12. **Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses.
(including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; or (ii) any act or omission by or on behalf of Buyer, its employees, contractors and/or agents.

13. **Applicable Law.** This Contract, and the rights, duties, obligations, and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.

14. **Work Conditions**: If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Buyer's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

15. **Inspection.** Seller shall provide materials which comply with the approved submittals and the materials are subject to industry tolerances. Buyer shall inspect all materials prior to installing the materials in order to confirm that the materials comply with Buyer's specifications.

16. **Safety.** Safety Data Sheets and product information are available at Seller's office and Seller's website. Buyer agrees to notify all persons handling or using the materials of the warnings contained in the Safety Data Sheets, labels, literature, and packaging relating to the materials.

17. **Storage.** Unless otherwise agreed to in writing, Buyer shall take delivery of all materials within 30 calendar days of being notified that the materials are ready for delivery. A storage fee of $50.00 per day shall be charged for any materials left at Seller's facility for more than 30 calendar days. Seller shall have the right to dispose of any materials left at Seller's facility for more than 180 calendar days.

18. **MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES.**

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** ________________ **Signature:** ________________ **Date of Acceptance:** ________________	**CONFIRMED:** **PII - NH (Belmont)** **Authorized Signature:** ________________ **Estimator:** Greg Brown greg.brown@pikeindustries.com

SHAW BROTHERS CONSTRUCTION, INC.
341 Mosher Road, P.O. BOX 69 GORHAM, ME 04038
(207) 839-2552 Fax (207) 839-6239

PROPOSAL

PROPOSAL SUBMITTED TO:	CC:	DATE:
Town of Old Orchard Beach	File	June 22, 2026
ADDRESS: 1 Portland Ave.	JOB NAME: Town Paving	FAX:
CITY, STATE, AND ZIP: Old Orchard Beach, ME 04064	JOB LOCATION: Old Orchard Beach	PHONE: (207) 934-2250
ATTN: David Pinkham	EMAIL: dpinkham@oobmaine.com	CELL:

Shaw Brothers Construction, Inc. will provide all necessary labor, equipment and materials to pave multiple roads throughout the town as discussed between David Pinkham and Mitch Elliott on 6/11/26. Our scope of work, clarifications and pricing are outlined below.

Scope of Work - Olympia Ave: (L=870') — ***Lump Sum:*** ***$ 70,632.87***

- Notify Dig Safe.
- Provide traffic control as required.
- Adjust manholes and catch basins located within paving limits.
- Reclaim existing bituminous pavement in place. Finegrade and compact for paving.
- Furnish, place and compact 2" of 19.0mm HMA base pavement.
- Apply bituminous tack coat.
- Furnish, place and compact 1.25" of 9.5mm HMA surface pavement (including 2' driveway aprons).

Scope of Work - Maple Ave: (L=420') — ***Lump Sum:*** ***$ 30,924.50***

- Sweep pavement.
- Provide traffic control as required.
- Grind butt joints at driveways and intersecting roadways.
- Furnish, place and compact 1/2" shim.
- Apply bituminous tack coat.
- Furnish, place and compact 1.5" of 9.5mm HMA surface pavement.

Scope of Work - Center St: (L=345') — ***Lump Sum:*** ***$ 24,705.93***

- Sweep pavement.
- Provide traffic control as required.
- Grind butt joints at driveways and intersecting roadways.
- Adjust Sewer Manhole frame & cover as needed.
- Furnish, place and compact 1/2" shim.
- Apply bituminous tack coat.
- Furnish, place and compact 1.5" of 9.5mm HMA surface pavement.

Scope of Work - Hobson Ave, Charles to Murphey: (L=360') — ***Lump Sum:*** ***$ 24,330.93***

- Sweep pavement.
- Provide traffic control as required.
- Grind butt joints at driveways and intersecting roadways.
- Adjust Sewer Manhole frame & cover as needed.
- Furnish, place and compact 1/2" shim.
- Apply bituminous tack coat.
- Furnish, place and compact 1.5" of 9.5mm HMA surface pavement.

Scope of Work - Spring St, Temple Ave to Olde Salt Drive: (L=660') — ***Lump Sum:*** ***$ 39,216.81***

- Sweep pavement.
- Provide traffic control as required.
- Grind butt joints at driveways and intersecting roadways.
- Adjust SMH/CB frame & cover as needed.
- Furnish, place and compact 1" shim (300'x19'-first section of road; 100'x19' at House No.6)
- Apply bituminous tack coat.
- Furnish, place and compact 1.5" of 9.5mm HMA surface pavement.

Scope of Work - Clover St (150'x20' & 670'x18') ***Lump Sum:*** ***$ 44,530.63***

- Sweep pavement.
- Provide traffic control as required.
- Grind butt joints at driveways and intersecting roadways.
- Adjust SMH/CB frame & cover as needed.
- Furnish, place and compact 1/2" shim Section @ Temple (150'x20').
- Furnish, place and compact spot shim at puddles, Section @ Winona
- Apply bituminous tack coat.
- Furnish, place and compact 1.5" of 9.5mm HMA surface pavement

Scope of Work - Oceana Ave: (L=300'x21') ***Lump Sum:*** ***$ 39,811.75***

- Notify Dig Safe.
- Provide traffic control as required.
- Adjust sewer manhole within paving limits.
- Reclaim existing bituminous pavement in place. Finegrade and compact for paving
- Import MDOT Type-A Aggregate Base to raise road grade at puddle
- Furnish, place and compact 2" of 19.0mm HMA base pavement
- Apply bituminous tack coat.
- Furnish, place and compact 1.25" of 9.5mm HMA surface pavement (including 2' driveway aprons)

Scope of Work - Casco Ave: (280'x18', 230'x21') ***Lump Sum:*** ***$ 35,751.00***

- Sweep pavement.
- Provide traffic control as required.
- Grind butt joints at driveways and intersecting roadways.
- Adjust SMH frame & cover as needed.
- Furnish, place and compact 1/2" shim.
- Apply bituminous tack coat.
- Furnish, place and compact 1.5" of 9.5mm HMA surface pavement

Scope of Work - Tioga Ave: (330'x35', 230'x22') ***Lump Sum:*** ***$ 43,370.00***

- Sweep pavement.
- Provide traffic control as required.
- Grind butt joints at driveways and intersecting roadways.
- Adjust SMH frame & cover as needed.
- Furnish, place and compact 1/2" shim.
- Apply bituminous tack coat.
- Furnish, place and compact 1.5" of 9.5mm HMA surface pavement

Scope of Work - Roanoke Ave: (230'x22') ***Lump Sum:*** ***$ 18,030.80***

- Sweep pavement.
- Provide traffic control as required.
- Grind butt joints at intersecting roadways.
- Adjust SMH frame & cover as needed.
- Furnish, place and compact spot shim at low areas
- Apply bituminous tack coat.
- Furnish, place and compact 1.5" of 9.5mm HMA surface pavement

Scope of Work - Boisvert St: (250'x23') ***Lump Sum:*** ***$ 24,849.46***

- Sweep pavement.
- Provide traffic control as required.
- Grind butt joints along both sides of road/walks and intersecting roadway
- Adjust SMH frame & cover as needed.
- Furnish, place and compact 1/2" shim.
- Apply bituminous tack coat.
- Furnish, place and compact 1.5" of 9.5mm HMA surface pavement

Scope of Work - Parcher Ave: (260'x22') ***Lump Sum:*** ***$ 35,985.10***

- Sweep pavement.
- Provide traffic control as required.
- Furnish, place and compact approximately MDOT Type-A Aggregate Base. Finegrade and compact for paving
- Regrade first 150' of road to drain to north side of road, finegrade and compact for paving

▪One mobilization for paving has been included for roads that are in the same vicinity as others, highlighted totals indicate roads with shared mob. If additional mobs are required for work that must be performed at different times, add $1,500 per each additional mob.

▪Sidewalks are not included.

▪Adjusting water valve box covers not included and to be done by Maine Water.

Contractors quoted prices shall be equitably adjusted on a periodic basis to reflect any increase/decrease in the price of liquid asphalt since the date of the quote in accordance with MDOT specifications. Base price of liquid asphalt on 6/22/26 = $715.83/ton.

We Propose hereby to furnish material, labor and equipment to complete the work described above for the lump sum of: **$ 811,009.01**

------------------------Eight hundred eleven thousand nine dollars and one cent------------------------

Payment to be made as follows: Net 30 days

Interest at 1.5 percent per month on accounts over 30 days. Collection costs and reasonable attorney's fees will be added to account

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized Signature *Mitch Elliott*

NOTE: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment will be made as outlined above.

Signature ______________________

Date of Acceptance: ______________________

Signature ______________________

•Furnish, place and compact 2" of 19.0mm HMA base pavement
•Apply bituminous tack coat.
•Furnish, place and compact 1.25" of 9.5mm HMA surface pavement (including 2' driveway aprons)

Scope of Work - Kinney Ave: (265'x26') ***Lump Sum:*** ***$ 46,985.55***
•Notify Dig Safe.
•Provide traffic control as required.
•Sawcut pavement and remove deteriorated pavement and 5' concrete sidewalk along chain link fence
•Finegrade and compact for paving.
•Furnish, place and compact 2" of 19.0mm HMA base pavement
•Apply bituminous tack coat.
•Furnish, place and compact 1.25" of 9.5mm HMA surface pavement (including 2' driveway aprons)
•Note: Concrete walk is removed and not replaced. Road to be up to chain link fence

Scope of Work - Portland Ave: Ross to Neptune (2,850'x24') ***Lump Sum:*** ***$ 126,078.40***
•Sweep pavement.
•Provide traffic control with flaggers,
•Grind butt joints at both ends and driveway aprons.
•Furnish, place and compact 1/2" shim.
•Apply bituminous tack coat.
•Furnish, place and compact 1.5" of 9.5mm HMA surface pavement
•Pave driveway aprons back in.

Scope of Work - Portland Ave: Sharp Corner to Atwood Development (3,000'x24') ***Lump Sum:*** ***$ 117,406.40***
•Sweep pavement.
•Provide traffic control with flaggers,
•Grind butt joints at both ends and driveway aprons.
•Furnish, place and compact 1/2" shim.
•Apply bituminous tack coat.
•Furnish, place and compact 1.5" of 9.5mm HMA surface pavement
•Pave driveway aprons back in.

Scope of Work - Banks Brook Road (1,050'x26') ***Lump Sum:*** ***$ 58,235.70***
•Sweep pavement.
•Provide traffic control as required.
•Grind butt joints at both ends and driveway aprons.
•Furnish, place and compact 1/2" shim.
•Apply bituminous tack coat.
•Furnish, place and compact 1.5" of 9.5mm HMA surface pavement
•Pave driveway aprons back in.

Scope of Work - Oakcrest Drive (410'x25' +/-) ***Lump Sum:*** ***$ 30,163.20***
•Sweep pavement.
•Provide traffic control as required
•Grind butt joints roadway end and driveway aprons.
•Furnish, place and compact 1/2" shim.
•Apply bituminous tack coat.
•Furnish, place and compact 1.5" of 9.5mm HMA surface pavement
•Pave driveway aprons back in.

Clarifications/Exclusions:
•All paving equipment and pavement mix to meet MDOT specifications
•Reclaimed streets to be surveyed and graded with GPS equipment to ensure best possible drainage
•Construction signage, cones and barrels included for traffic control.
•Flaggers will be utilized as needed.
•Pavement markings is not included.
•Backing up edge of pavement with gravel and/or loam is not included.
•Work to be accomplished during the day (Monday - Friday, 6am to 6pm)
•Night and weekend work is not included.

AGENDA ITEM #9066

Discussion with Action: Approve the quote from Kevin Lessard and Son's Electric LLC for the installation of four (4) power outlets, data cables, and raceways for TV installation in the Chambers in the amount of $5,315.36 from account # 51002-50842 Town Hall Improvements Expense Cip with a balance of $372,688.50.

Chair: Shawn O'Neill

Kevin Lessard & Sons Electric LLC

173 Temple Ave
Old Orchard Beach ME 04064

Estimate

Date	Estimate #
6/30/2026	1258

Name / Address
Old Orchard Beach Town Hall 1 Portland Ave Old Orchard Bch ME 04064

Job name

Description	Qty	Rate	Total
Installing power for four TV's in the chambers room Installing a data cable for each TV also Installing wiremold (surface raceway for the wires) and data JOB LOCATION : OOB TOWN HALL		5,315.36	5,315.36

Subtotal	$5,315.36
Sales Tax (0.0%)	$0.00
Total	$5,315.36

AGENDA ITEM #9067

Discussion with Action: Approve the quote from Loading Dock Equipment of Miane in the amount of $34,302.88 for the replacement of four (4) apparatus bay doors from account # 52002-50813 Fire Department Facility Improvements CIP with a balance of $240,690.24.

Chair: Shawn O'Neill

Old Orchard Beach Fire Department

INTEROFFICE MEMORANDUM

TO: TIM FLUERY, INTERIM TOWN MANAGER

FROM: JOHN GILBOY III, FIRE CHIEF

SUBJECT: REQUEST FOR PO

DATE: JULY 15,2026

CC: BRYNN PATENUADE, FINANCE DIRECTOR
TRAVIS MCDONALD, DEPUTY CHIEF

Background: This memo is to recommend the appropriation of funds to purchase (4) apparatus bay garage doors. This item was made as a CIP request in FY26.

These doors will replace the existing doors as part of the maintenance and repair projects for the Old Orchard Beach Fire Department building.

Process: We reviewed the project to include two rows of full view glass.

Result: The following quotes were received:

PDQ Door $37,568.00
Loading Dock Equipment of Maine $34,302.88

Recommendation: We recommend the purchase of (4) apparatus bay doors from Loading Dock Equipment of Maine in the amount $34,302.88 from account 52002-50813 with a current balance of $240,690.24.

We look forward to your approval to proceed with this item as a discussion with action item on the next available Town Council agenda.

AGENDA ITEM #9068

Discussion with Action: Approve the quote from Freightliner of Maine, Inc in the amount of $23,606.72 for repair parts for the aftertreatment system, rear brakes, rear suspension, and air storage tanks on Truck 18 from account #20151-50452 Public Works Operating Equipment Repair Expense with a balance of $115,417.50.

Chair: Shawn O'Neill

Freightliner & Western Star of Maine **Westbrook**

Bangor | Westbrook | Auburn | Waterville | Houlton | Fort Kent
Maine's Most Complete Truck-Trailer-Parts and Tire Facility

10 Terminal Street
Westbrook, ME 04092
Ph: 207-591-1975
freightlinerofmaine.com

FUSO UTILITY WESTERN STAR
FREIGHTLINER Allison Transmission ARISUN FALKEN GOODYEAR

PARTS QUOTE

Quote: 118039
Date / Time: 7/15/2026 7:13:22AM
Customer: 10486
Branch: Westbrook
Quote Total: $23,806.72

Bill To: Town of Old Orchard Beach
1 Portland Ave
Old Orchard Beach, ME 04064

Ship To: Town of Old Orchard Beach
103 Smithwheel Rd
Old Orchard Beach, ME 04064
Office Phone: 207-934-2250
Email:
accountspayable@oobmaine.com,jconte@oobmaine.com

Office: 207-934-2250 Email: accountspayable@oobmaine.com,jconte@oobmaine.com

Customer P/O: Inside Slsm: aclifford
Unit: VIN: KE7690

Part / Misc	Description / Ref Number	U/M	Quantity	List	Price	Extended Price
DDE EA6804901456	DOC&CLAMPKIT	EA	1	14,222.75	13,511.61	13,511.61
1 DAY						
*****ALL CORES MUST BE RETURNED IN ORIGINAL BOX, ASSEMBLED AND DRAINED OF ALL FLUIDS TO RECEIVE CORE CREDIT******						
DDE EA6804901456CR	DOC&CLAMPKIT CORE	EA	1	500.00	500.00	500.00
DDE N910143006001	SCREW M6X16	EA	10	0.74	0.70	7.00
IN STOCK						
DDE A0049941645	NUT SPRING	EA	10	1.55	1.47	14.70
IN STOCK						
DDE A6809950202	PIPE CLAMP	EA	2	62.38	59.26	118.52
IN STOCK						
DDE RA0014907692	DPF AND CLAMP KIT	EA	2	1,151.98	1,094.38	2,188.76
IN STOCK						
*****ALL CORES MUST BE RETURNED IN ORIGINAL BOX, ASSEMBLED AND DRAINED OF ALL FLUIDS TO RECEIVE CORE CREDIT******						
DDE RA0014907692CR	DPF CORE	EA	2	400.00	400.00	800.00
ABP G01 A0101538128	ABP NOX SENSOR, OUTLET	EA	1	437.11	404.23	404.23
ABP G01 A0101531928	ABP NOX SENSOR, INLET	EA	1	433.24	404.23	404.23
DDE A6805401917	TEMP SENSOR SCR IN	EA	1	104.86	99.62	99.62
DDE A6805402117	TEMP SENSOR	EA	2	58.27	55.36	110.72
DDE A4721530928	PRESS SENSOR	EA	1	213.22	202.56	202.56
DDE A6805401317	SENSOR ASM	EA	1	73.94	70.24	70.24
DDE A0004900039	PRESSUR LINE	EA	1	9.49	9.01	9.01
DDE A0111531328	SOOT SENSOR	EA	1	314.50	298.77	298.77
DDE RA0001407439	REMAN DEF METERING UNIT LO GHG14/17	EA	1	686.82	652.48	652.48
*****ALL CORES MUST BE RETURNED IN ORIGINAL BOX, ASSEMBLED AND DRAINED OF ALL FLUIDS TO RECEIVE CORE CREDIT******						
DDE RA0001407439-C	REMAN DEF METERING UNIT LO GHG14/17-Core	EA	1	300.00	300.00	300.00
TCX T130158342AB2	CLAMP-EXHAUST 5 INCH SPHERICAL	EA	1	30.66	26.88	26.88
TCX AMS013	GASKET-5 INCH SPHERICAL W/TABS	EA	1	21.99	18.46	18.46
04-27780-000	PIPE-EXHAUST,ATS OUT,24U,DC,1C2	EA	1	419.83	391.20	391.20
NEXT DAY						
CHR 453795 8	HUB CAP GASKET	EA	1	5.17	3.47	3.47

** See Last Page for Invoice Total **

Freightliner & Western Star of Maine Westbrook

Bangor | Westbrook | Auburn | Waterville | Houlton | Fort Kent
Maine's Most Complete Truck-Trailer-Parts and Tire Facility

10 Terminal Street
Westbrook, ME 04092
Ph: 207-591-1975
freightlinerofmaine.com

PARTS QUOTE

Quote: 118039
Date / Time: 7/15/2026 7:13:22AM
Customer: 10486
Branch: Westbrook
Quote Total: $23,806.72

Bill To: Town of Old Orchard Beach
1 Portland Ave
Old Orchard Beach, ME 04064

Ship To: Town of Old Orchard Beach
103 Smithwheel Rd
Old Orchard Beach, ME 04064
Office Phone: 207-934-2250
Email:
accountspayable@oobmaine.com,jconte@oobmaine.com

Office: 207-934-2250 Email: accountspayable@oobmaine.com,jconte@oobmaine.com

Customer P/O:
Inside Slsm: aclifford
Unit:
VIN: KE7690

Part / Misc	Description / Ref Number	U/M	Quantity	List	Price	Extended Price
HDX S127240010	BRAKE-SERVICE CHAMBER,S24 300 WCL22	EA	2		76.21	152.42
PH VS2202P 6 6	Elbow, Straight	EA	2	4.99	4.08	8.16
12-17023-001	TANK-AIR,STL,9IN,2030,	EA	2	398.18	371.03	742.06
NEXT DAY						
12-21014-000	ASSY-CBL,MOUNTING,AIR TK	EA	4	17.31	16.13	64.52
TDA KSMA23014707QP	KIT - BRAKE SHOE AND HARDWARE	EA	4		188.45	753.80
3 ON HAND, 1 NEXT DAY						
HDR 60879 000L	BOLSTER SPRING PAIR	EA	2	618.40	610.19	1,220.38
2 PER BOX IN STOCK						
GUN3922X	BRAKE DRUM	EA	4	160.20	110.00	440.00
MAE 66648	SHOCK ABSORBER, GAS-MAGNUM 60	EA	4		73.23	292.92
WEEK OUT WITHOUT FREIGHT						

Total Parts:	$22,206.72
Total Core Charges:	$1,600.00
Total Core Returns:	$0.00
Quote Subtotal:	$23,806.72
Total Tax:	$0.00
Quote Total:	$23,806.72

Remit To:
Freightliner of Maine, Inc. - Westbrook
422 Perry Road
Bangor, ME 04401

AGENDA ITEM #9069

Discussion with Action: Approve the quote from Jordan Equipment Co. in the amount of $9,188.82 for a replacement Bobcat skid steer track from account #20151-50452 Public Works Operating Equipment Repair Expense with a balance of $115,417.50.

Chair: Shawn O'Neill

JORDAN EQUIPMENT CO.
Rigging • Wear Parts • Construction Supplies

35 Dave's Way
Hermon, ME 04401
207-848-9036
Fax: 207-848-9037

18 Blackstrap Road
West Falmouth, ME 04105
207-797-2240 • 800-423-8873
Fax: 207-878-3506

744 Clough Mill Road
Pembroke, NH 03275
603-228-3377
Fax: 603-228-3564

664 Civic Center Drive
Augusta, ME 04330
207-309-3626

www.jordanequipment.com

Bobcat
ESCO

Ship To: IN STORE PICKUP

Invoice To:
OLD ORCHARD BEACH PWD
1 PORTLAND AVE
OLD ORCHARD BEACH ME 04064

Branch		
01 - FALMOUTH		
Date	**Time**	**Page**
07/16/2026	7:32:49 (O)	1
Account No.	**Phone No.**	**Estimate No.**
OOBPW001	2079342250	002847 02
Ship Via	**Purchase Order**	
Tax ID No.		
12345		
	Salesperson	
	JP1	

ESTIMATE EXPIRY DATE: 08/14/2026

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Qty	Price	Amount
6678748	TRACK, RBR (320		2	2004.66	4009.32
7352427	ROLLER TRACK		10	419.39	4193.90
7227421	SPROCKET, MACHI		2	492.80	985.60

Subtotal: 9188.82

Tax: .00

Authorization: ____________________________

TOTAL: 9188.82

AGENDA ITEM #9070

Discussion with Action: Enter into a consent agreement with the owner of record of the property at 90 Union Avenue, MBL 314-17-2.

Chair: Shawn O'Neill

<u>CONSENT AGREEMENT</u>

This Agreement is made this _____ day of July 2026, between **Jeffery Corbin** resident of Portland, Cumberland County, Maine (the "Property Owner"), and the **Town of Old Orchard Beach,** a municipal corporation located in York County, Maine (hereinafter the "Town" and together the "Parties").

WHEREAS, Jeffery Corbin is the record owner of real property located in Old Orchard Beach, Maine at 90 Union Avenue and being further identified on the Town's Tax Maps as Map 314, Block 17, Lot 2 (hereinafter the "Premises"); and

WHEREAS, the Premises consists of a three-family multi-unit building (the "Building"); and

WHEREAS, on October 25, 2021, there was a structure fire on the Premises, destroying a garage and leaving the Building in a state of serious disrepair; and

WHEREAS, on November 8, 2021, the Building was determined to be condemned as it is dangerous and unsafe for occupancy and was posted against occupancy by the Town Code Enforcement Officer; and

WHEREAS, On November 9, 2021, the Town's Director of Code Enforcement issued to the Property Owner a "Notice of Removal After Casualty Damage," advising that the fire investigation had concluded on the Premises and ordering the Property Owner to provide, on or before December 6, 2021, a contract for the removal of the Building, as required by Section 66-178 of the Town's Code of Ordinances, which mandates that a property owner shall contract for the repair or restoration of damaged areas within thirty (30) days following casualty damage to the Premises; and

WHEREAS, On January 9, 2024, the Town's Deputy Code Enforcement Officer issued a Notice of Violation for the Premises after observing that the Premises and the Building remained in substantially the same condition as in November 2021; and

WHEREAS, said Notice of Violation found the Property Owner in violation of Section 66-178 of the Town's Code of Ordinances, as the Property Owner had failed to "contract for the repair or restoration of damages areas and the demolition of any areas not to be repaired and the removal of all debris connected therewith" within 30 days following the damage, further noting that the Premises had remained in this noncompliant condition for a period exceeding twenty-six (26) months without being brought into compliance with the Code; and

WHEREAS, The Parties thereafter agreed to a schedule for completion of the required repairs necessary to render the Premises and the Building safe and habitable; and

WHEREAS, an electrical permit was approved on January 11, 2024, and a building permit was issued on January 30, 2024, for the requisite repairs; and

WHEREAS, the Property Owner failed to comply with the agreed upon schedule and did not complete the required work; and

WHEREAS, On April 8, 2025, the Town's Director of Code Enforcement inspected the Premises and determined that the condition of the Premises and the Building had not improved; and

WHEREAS, the same day the Director issued to the Property Owner a Notice of Violation and Order to Correct, finding that the Premises and the Building constituted a dangerous condition and were in violation of Section 175 of the Town's Code of Ordinances. Specifically, the Notice found that the Building was not being "maintained in a safe, sanitary and non-hazardous manner" and that the exterior of the Premises and the Building were not being maintained to "prevent and repair deterioration" so that "hazards to public health and safety are avoided"; and

WHEREAS, on June 2, 2026, the Town Council of the Town of Old Orchard Beach (the "Council") met to consider, among other things, whether to vote to move forward with a dangerous building proceeding pursuant to 17 M.R.S. § 2851, which could result in the Council ordering the demolition of the Building; and

WHEREAS, at its meeting, the Council determined that it would table the matter to allow the Property Owner, through his attorney, and the Town to negotiate this Agreement to avoid the need for litigation, and allow the Property Owner to complete the restoration and rehabilitation of the Building (the "Building Work") as required by this Agreement; and

WHEREAS, the Town, in entering into this Agreement, does not thereby approve of, consent to, release, or otherwise condone any other violations of local or state laws, which may exist at the Premises, be they known or unknown; and

WHEREAS, both the Property Owner and the Town wish to avoid litigation over this land use violation:

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The Property Owner shall provide the Town with a performance bond, cash escrow, letter of credit, or other performance guarantee satisfactory to the Town (the "Performance Guarantee") in an amount sufficient to ensure the Building Work is completed in accordance with this Agreement and any permits issued by the Town.

2. The Property Owner shall secure the perimeter of the Building with construction fencing or other barriers consistent with standard construction site practices within seven (7) business days of the execution of this Agreement and shall maintain said fence in good condition until completion of the exterior renovation components of the Building Work or earlier removal is authorized by the Town's Code Enforcement Officer.

3. The Property Owner shall contract with a Maine licensed engineer to conduct a structural assessment of the Building within ten (10) business days following execution of this Agreement and shall provide the Town with a written report of such assessment upon completion.

4. The Property Owner shall reapply for all expired building, electrical, and other permits, and obtain new permits for all Building Work, and shall complete all required components of the Building Work in accordance with, and under the timeframes required by, such permits.

5. The Property Owner agrees that the components of the Building Work associated restoration of the exterior of the Building shall be completed within sixty (60) days of the execution of this Agreement.

> a. Within ten (10) days of the execution of this Agreement, the Property Owner shall provide proof of purchase and a delivery schedule for all materials necessary to complete the exterior restoration.
>
> b. Within sixty (60) days of the execution of this Agreement, the Property Owner shall construct code-compliant egress stairways and landings to all levels of the Building, unless otherwise agreed by the Town's Code Enforcement Officer.

6. Upon completion of the exterior restoration components of the Building Work, or as otherwise agreed by the Town's Code Enforcement Officer, the construction fence may be removed after inspection and approval by the Town's Code Enforcement Officer.

7. The Property Owner shall complete the components of the Building Work associated with the first-floor unit within six (6) months of the execution of this Agreement.

8. The Property Owner shall complete the components of the Building Work associated with the second residential unit within twelve (12) months of the execution of this Agreement.

9. The Property Owner shall complete the components of the Building Work associated with the third residential unit, and all other remaining Building Work in accordance with this Agreement, within eighteen (18) months of the execution of this Agreement.

10. Prior to issuance of any certificate of occupancy for the Building, or any unit thereinm, and in addition to compliance with all applicable building codes, the Property Owner shall:

> a. Install a Knox Box in a location approved by the Old Orchard Beach Fire Department;
>
> b. Complete installation of a sprinkler system throughout the building in accordance with approved plans.

11. The Town agrees to refrain from pursuing further legal action related to the dangerous building conditions described herein, unless and until any condition of this Agreement is violated by the Property Owner, his successors, or assigns. In the event of a breach of this Agreement, the Town may, in its sole discretion, pursue enforcement remedies available under Maine law, including, but not limited to, use of the Performance Guarantee, a

dangerous building proceeding under 17 M.R.S. § 2851 *et seq* and/or an enforcement action under 30-A M.R.S. § 4452 under the existing NOV.

12. Both parties agree that this Agreement may be recorded at the York County Registry of Deeds as evidence of the resolution of the violations described herein, subject to full compliance with the terms contained herein.

[signatures on following page]

TOWN OF OLD ORCHARD BEACH

____
Shawn O'Neill, Chair, Town Council

PROPERTY OWNER:

____
Jeffery Corbin

STATE OF MAINE
YORK, ss. ________, 2026

Personally appeared the above-named Shawn O'Neill, Chair of the Town Council of the Town of Old Orchard Beach, and acknowledge the foregoing to be his free act and deed in his said capacity and the free act and deed of said Town Council of the Town of Old Orchard Beach.

Before me,

____
Notary Public

STATE OF MAINE

YORK, ss. ________, 2026

Personally appeared the above-named Jeffrey Corbin and acknowledge the foregoing to be his free act and deed.

Before me,

____

Notary Public

AGENDA ITEM #9071

Discussion with Action: Renew the liquor license for Surfs Up LLC, Surf 6 Restaurant, 2 Cortland Avenue, 306-2-9, Class A Restaurant/Lounge, On-Premise, Beer, Wine & Spirits.

Chair: Shawn O’Neill

AGENDA ITEM #9072

Discussion with Action: Renew the liquor license for Salty Seal Coffee LLC, Café 64 and KELP, 35-37 Old Orchard Street, 206-31-7, Restaurant: On-Premise, Beer, Wine & Spirits.

Chair: Shawn O'Neill

AGENDA ITEM #9073

Discussion with Action: Renew the liquor license for Atlantic Property Preservation Service Inc, SOHO’s Oceanic Inn Lounge / OOB Café, 43 West Grand Avenue, 310-6-3, Hotel (Food Optional): On-Premise, Beer, Wine & Spirits.

Chair: Shawn O’Neill

ADJOURNMENT

Chair: Shawn O’Neill