

Charles L. Waite, III, Chair
Robert N. Winn, Jr., Vice Chair
John M. Daley
Richard A. Dolliver
Madeline S. Mooney



AGENDA
MEETING OF THE OGUNQUIT SELECT BOARD
TUESDAY, JUNE 19, 2018

Interviews - 5:15PM

- *Conservation Commission*
- *Parks & Recreation Committee*

1.0 CALL TO ORDER: 6:00PM

- 1.1 Roll Call of Members
- 1.2 Pledge of Allegiance
- 1.3 Swearing in of Newly Elected Select Board Members
- 1.4 Election of Select Board Chair
- 1.5 Election of Select Board Vice-Chair
- 1.6 Code of Ethics
- 1.7 Select Board Minutes - May 1, 2018
- 1.8 Select Board Minutes - May 15, 2018

2.0 LIQUOR AND AMUSEMENT LICENSE PUBLIC HEARINGS

- 2.1 Beach House Lobster - Malt, Spirituous & Vinous License Renewal
- 2.2 Hamburger Harry's - Malt, Spirituous & Vinous License Renewal
- 2.3 Hamburger Harry's - Amusement License Renewal
- 2.4 Jackie's Too - Malt, Spirituous & Vinous License Renewal

3.0 TOWN MANAGER'S REPORT

4.0 PUBLIC HEARINGS

5.0 COMMITTEE APPOINTMENTS & RESIGNATIONS

- 5.2 Appointment to Conservation Commission
- 5.3 Appointment to Parks & Recreation Committee

6.0 PRESENTATIONS, PROCLAMATIONS, RESOLUTIONS & COMMUNICATIONS

7.0 UNFINISHED BUSINESS

8.0 NEW BUSINESS

- 8.1 Authorize the Town Manager to enter into a Contract with DeStefano Associates of Portsmouth, NH as the Construction Manager of the Main Beach Bathroom Improvements (funding approved at the June 12th Annual Town Meeting, Article 14)

- 8.2 Appointment of RHR Smith & Company, CPA's, Buxton, Maine as Auditors for the FY 2017-2018 Audit
- 8.3 Consideration of Establishing an Adhoc Beach Committee
- 8.4 Authorize the Town Manager to Enter into a 3-year Lease Agreement for a John Deere Tractor (Beach Cleaning Equipment)
- 8.5 Acceptance of the Gift of a 2000 Saab for Use by the Fire Department for Training Exercises

- 9.0 **CITIZEN COMMENTS (For town topics not on the agenda)**
The Select Board welcomes public comments and questions about Town-related issues that are not on the agenda. We ask that people keep comments on point and within 3 minutes.

- 10.0 **OTHER BUSINESS**
- 10.1 Select Board Reports and Announcements

- 11.0 **ADJOURNMENT**



**TOWN OF OGUNQUIT
CODE OF ETHICS**

For Members of the Select Board

PREAMBLE

To ensure that the Citizens and businesses of Ogunquit have fair, impartial, ethical, and accountable local government that is responsive to the needs of the people and each other and that has the Citizens' full confidence in the integrity of the Town's government, the Select Board has adopted this Code of Ethics. In keeping with a commitment to excellence, the effective functioning of democratic Town of Ogunquit government requires that:

- Elected public officials comply with both the letter and spirit of laws and policies affecting the Town Government;
- Elected public officials be independent, impartial, and fair in judgment and action;
- Elected public officials work for the public good and not personal gain;
- Public deliberations and processes be conducted openly, unless legally confidential and;
- All discussions and debate be conducted in an atmosphere of respect and civility.

This Code of Ethics applies to members of the Select Board (hereinafter referred to as "Members").

1. Actions in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern; Members will work for the common good of the Citizens of Ogunquit and not for any private interest or personal gain. Members shall

**Town of Ogunquit
Code of Ethics**

provide fair and equal treatment of all persons, claims, and transactions that come before the Select Board.

2. Compliance with the Law

Members shall comply with the Laws of the United States, the State of Maine, and the Town of Ogunquit in the performance of their public duties. These Laws include, but are not limited to, the United States and Maine State constitutions and statutes; the Town of Ogunquit's Bylaws, Ordinances and Policies; Ogunquit Town Charter and laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government, all of which are hereby incorporated herein by reference and made applicable.

3. Conduct of Members

The professional and personal conduct of Members must be above reproach and must avoid any appearance of impropriety. Members shall refrain from abusive conduct, from making personal charges or disparaging remarks, or from verbal attacks upon the character or motives of Members of Town boards, committees, or commissions, of Town Staff or the Citizens.

4. Respect for the Process

Members shall perform their duties in accordance with the processes and rules of order established by the Select Board. Each member shall be committed to respect the democratic process that encourages meaningful involvement of the public and that governs the deliberation of public policy issues in the Town of Ogunquit. Members must abide by any lawful decision made by a majority of the Select Board. Members should strive to thoughtfully consider the opinions and recommendations of other Members, Citizens, and Town staff appearing before the Select Board and shall remain respectful in all interactions with these individuals. Members shall have no legal authority outside of the Select Board unless this authority has been specifically delegated to the Member through an adopted policy or majority vote of the board.

5. Conduct of Public Meetings

Members shall prepare themselves for open discussion of public issues, shall listen courteously and attentively to all public discussions before the

body, and shall focus on the business at hand. Members shall refrain from unnecessarily interrupting other speakers, from making personal comments not germane to the business of the body, and from otherwise interfering with the orderly conduct of meetings. The Chair shall use his or her best efforts to ensure that the public who attend such meetings adhere to the same standards of conduct in this Code of Ethics as outlined for Members.

6. Decisions Based on Merit

Members shall base their decisions on the merits and substance of the matter at hand. No member shall make promises in advance as to how they will vote on a matter, which shall properly come before the board as a whole.

7. Communication

Outside of a duly noticed formal meeting of the Board, Members are encouraged to publicly share information that is relevant to any non-confidential matter under consideration by the board. However, at no time shall such information sharing lead to promises being made as to how that Member intends to vote on that issue until it has been discussed and deliberated upon at a duly noticed meeting. Non-confidential documents including reports, studies, etc. from committees, boards, commissions, individuals, etc, presented to the Board are in the public domain and as such shall be made available to the public upon request.

Although it is proper to use electronic means of communication to share background information on a particular issue, at no time shall such sharing lead to the deliberation of any business or any decision-making prior to open discussion at a duly noticed public meeting.

Concerns involving the conduct or behavior of Town employees shall be communicated to the Town Manager and never directly with an employee. Criticism of a town employee shall never be done publicly.

8. Conflict of Interest

Members shall avoid any situation that may give rise to an actual or perceived conflict of interest. Where circumstances give rise to an actual or perceived conflict of interest, the Member shall not participate in the

**Town of Ogunquit
Code of Ethics**

deliberation of that matter unless the Member has appropriately disclosed the situation and there has been a determination by the Select Board that the Member's participation is appropriate. Additionally, any Member who believes that any fellow Member has an actual or appearance of a conflict with any agenda item before their collective body, shall disclose that interest.

Once disclosure has been made as provided above or the issue of conflict has been raised relative to a Member, the Select Board shall review the facts and shall vote on whether or not such Member has a Financial Interest or a Special Interest with respect to the agenda item concerned. All conflict-of interest questions relating to a particular agenda item shall be resolved prior to any consideration of the item concerned, and each Member shall be entitled to vote on all actual or perceived conflict-of-interest questions except those questions pertaining to that Member's alleged conflict of interest.

Once any Member is determined to have a conflict of interest with respect to any agenda item, the Member shall move to the area of the room occupied by the general public. The Member shall not return to their regular seat as a member of the body until deliberation and action on the item has been completed.

9. Gifts and Favors

Members shall not take advantage of services or opportunities for personal gain, by virtue of their public offices that are not available to the public in general. Members shall refrain from accepting or presenting gifts, favors, or promises of future benefits that might compromise independence of judgment or action, or that might give the appearance of such compromise.

10. Confidential Information

No Member shall, without proper legal authorization, discuss or disclose confidential information concerning the property, personnel, government or affairs of the Town, nor shall any member use such information to advance the private or financial interests of himself or herself or members of his or her immediate family. Members shall not discuss the privileged knowledge, executive sessions, or confidential business of the board, committee, or commission with unauthorized parties, either orally or in writing. For purposes of this subsection, "confidential information" shall

**Town of Ogunquit
Code of Ethics**

mean any information, oral or written, which comes to the attention of or is available to such Member due to his or her position with the Town and is not a matter of public record. Information received and discussed during any executive session shall be considered within the constraints of this section and shall not be disclosed to any party unless permitted by affirmative vote of a majority of such board.

11. Use of Public Resources

Members shall not use public resources not available to the general public for private gain or of personal purposes such as Town staff time, equipment, supplies or facilities.

12. Representation of Third Party Interests

As stewards of the public interest, Members of the Select Board shall not represent the interests of third parties before any Town board, committee, or commission, nor shall they appear before any of these bodies on behalf of the interests of third parties on matters related to the areas of service of these bodies. Nothing herein shall be construed to prohibit any Member from representing his or her own personal interest, or the interest of immediate family, by appearing before any Board on any item.

13. Advocacy

Members shall represent the official policies and positions of the Select Board when designated as delegates for this purpose to the best of their ability. When presenting personal opinions and positions Members shall explicitly state that these opinions and positions do not represent their body or the Town of Ogunquit, and they shall not allow any inference that they do.

14. Policy Role of Members

Members shall respect and adhere to the Town Manager Structure of Town government. The Select Board shall determine the policies of the Town, with advice, information, and analysis provided by Town staff, by the Town's boards, committees, and commissions, and by the Citizens.

Members shall therefore not interfere with the administrative or operational functions of the Town or with the professional duties of Town

staff, nor shall they impair the ability of Town staff to implement the policy decisions of the Select Board.

15. Independence of Boards, Committees, and Commissions

Members shall refrain from using their positions to unduly influence the deliberations or outcomes of any board, committee, or commission proceeding.

16. Positive Workplace Environment

Members shall support a positive and constructive workplace environment for Town employees and for citizens and businesses dealing with the Town. Members shall recognize their special role when dealing with Town employees and shall in no way create the perception of inappropriate direction of staff.

17. Implementation

This expression of the standards of conduct expected of Members of the Select Board is intended to be self-enforcing. It is most effective when Members are thoroughly familiar with it and embrace its provisions.

For this reason, this Code of Ethics shall be included in the orientation of newly elected Select Board members. Members entering office shall sign a statement acknowledging they have received, read and understand the Town of Ogunquit's Code of Ethics. This Code of Ethics shall be reviewed regularly by the Select Board, which shall consider updates to the Code of Ethics as necessary.

18. Compliance and Enforcement

The Town of Ogunquit Code of Ethics expresses standards of conduct expected of Members of the Town's Select Board. Members themselves have the primary responsibility for ensuring that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The Chair and Vice-Chair have the responsibility for intervening when actions of Members appear to be in violation of this Code of Ethics. In

Town of Ogunquit
Code of Ethics

instances where the Chair or Vice-Chair appears to be in violation of the Code of Ethics any remaining Select Board member may intervene.

In addition to any other penalties or remedies as may be provided by law, the Select Board may intervene and counsel Members whose conduct does not comply with the Town's ethical standards.

When a member violation is apparent as prescribed in this Code of Ethics the actions taken may range from a letter of reprimand by the Board, to a censure, to a request for resignation from the elected position. All penalties shall require a majority vote of the Select Board before being imposed upon the member determined to be in violation.

A violation of this Code of Ethics shall not be considered a basis for challenging the validity of a Select Board decision but may be used as a basis for the Board to reconsider its decision.

19. Separability

If any section, subsection, sentence clause or phrase of this Code is for any reason held to be invalid or unconstitutional, such validity or unconstitutionality shall not affect the validity of the remaining portions of this Code of Ethics.

This policy, adopted by the Select Board of the Town of Ogunquit on this 19th day of June, 2018

Barbara Dailey, Chair

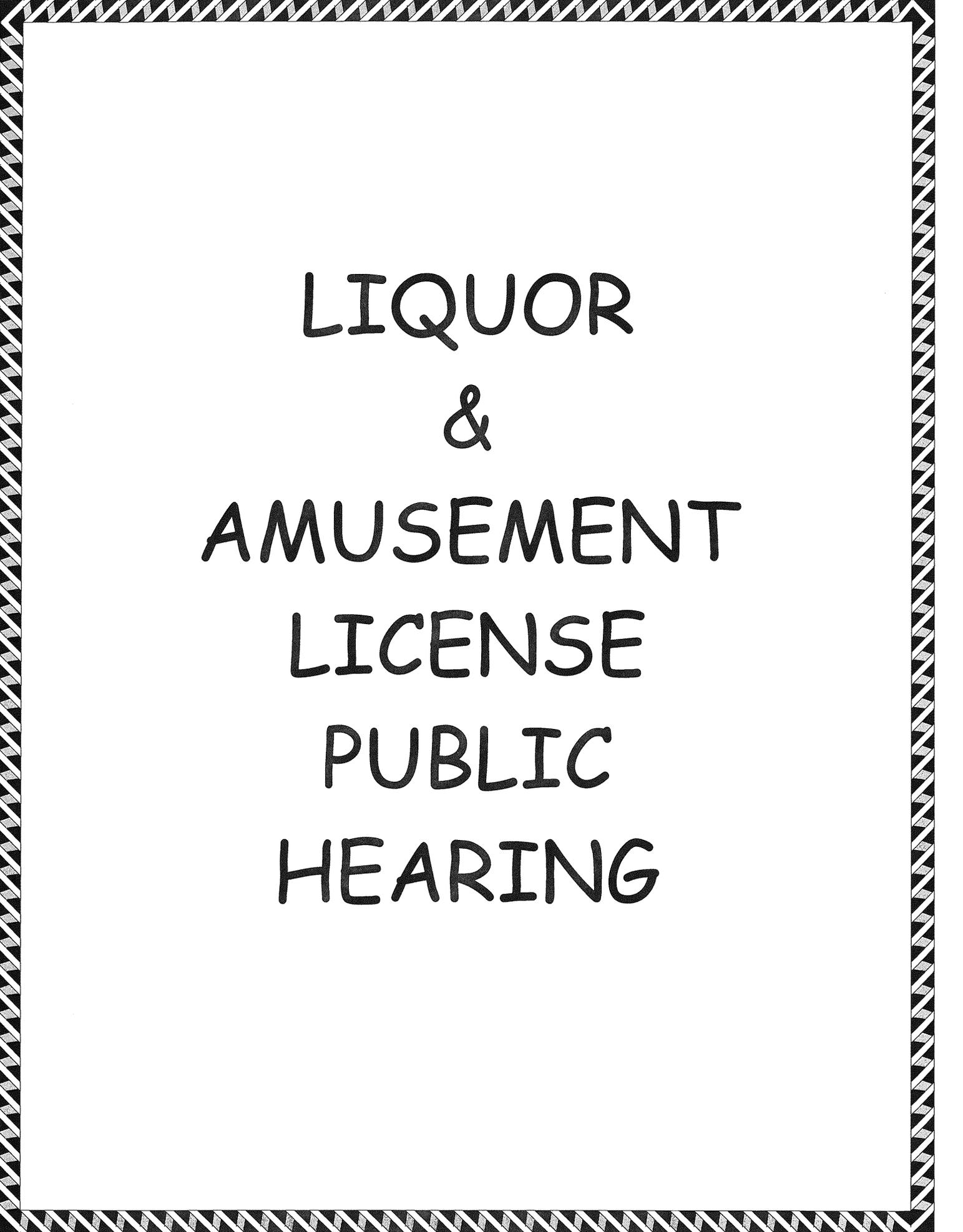
John Daley, Vice-Chair

Rick Dolliver, Select Board Member

Gary Latulippe, Select Board Member

Robert Winn, Jr. Select Board Member

This code of conduct was developed based on similar codes used by other elected boards and committees in other communities.



LIQUOR
&
AMUSEMENT
LICENSE
PUBLIC
HEARING

OGUNQUIT

Beautiful Place by the Sea

PUBLIC HEARING NOTICE

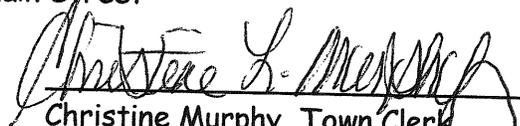
The Ogunquit Board of Selectmen will hold a Public Hearing on Tuesday, June 19, 2018, at 6:00 PM in the Auditorium of the Dunaway Community Center on School Street, Ogunquit, Maine for the following application(s):

MALT, SPIRITUOUS & VINOUS LICENSE (RENEWAL)

Beach Lobster House 111 Beach Street
Hamburger Harry's 237 Main Street
Jackie's Too 91 Perkins Cove Road

AMUSEMENT LICENSE (RENEWAL)

Hamburger Harry's 237 Main Street

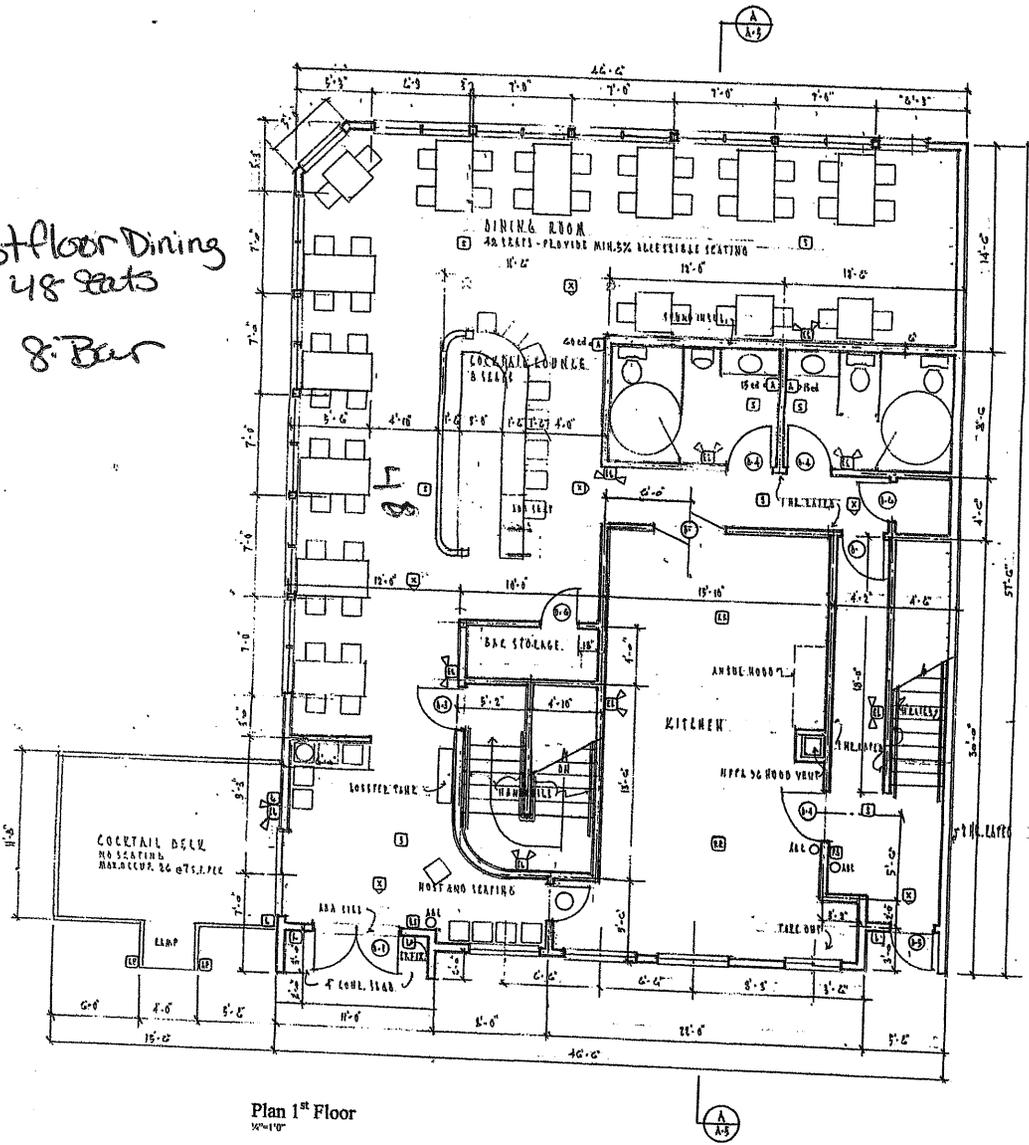

Christine Murphy, Town Clerk

Posted by:

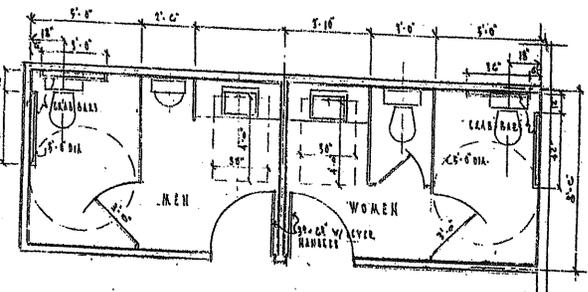

Patricia L. Arnaudin, Police Chief

Posted: June 12, 2018
Dunaway Community Center
Ogunquit Post Office
Ogunquit Transfer Station
WOGT

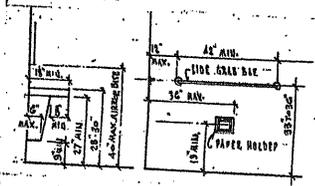
1st floor Dining
48 seats
8' Bar



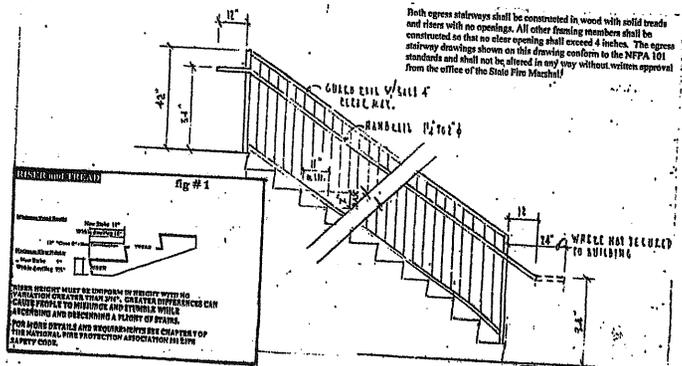
Plan 1st Floor
1/8"=1'-0"



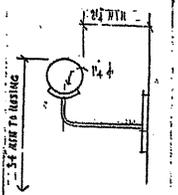
ADA Toilet Plans
3/8"=1'-0"



ADA Toilet Details
1/4"=1'-0"



Egress Stair Details
1/4"=1'-0"



Handrail detail
1/4" scale

Symbols Legend	
Full Station	(A)
Smoke Detector	(B)
Emergency Light	(C)
Lighted Exit Sign	(D)
Audio-Visual Alarm	(E)
ABC Fire Extinguisher	(F)
Rate of rise detector	(G)
Exit door light fixture	(H)
Lamp post light fixture	(I)

1. All battery units shall be hard wired for charging.
2. All units shall be wired to the building emergency power panel.
3. The building shall be protected with a fully automatic dry sprinkler system.

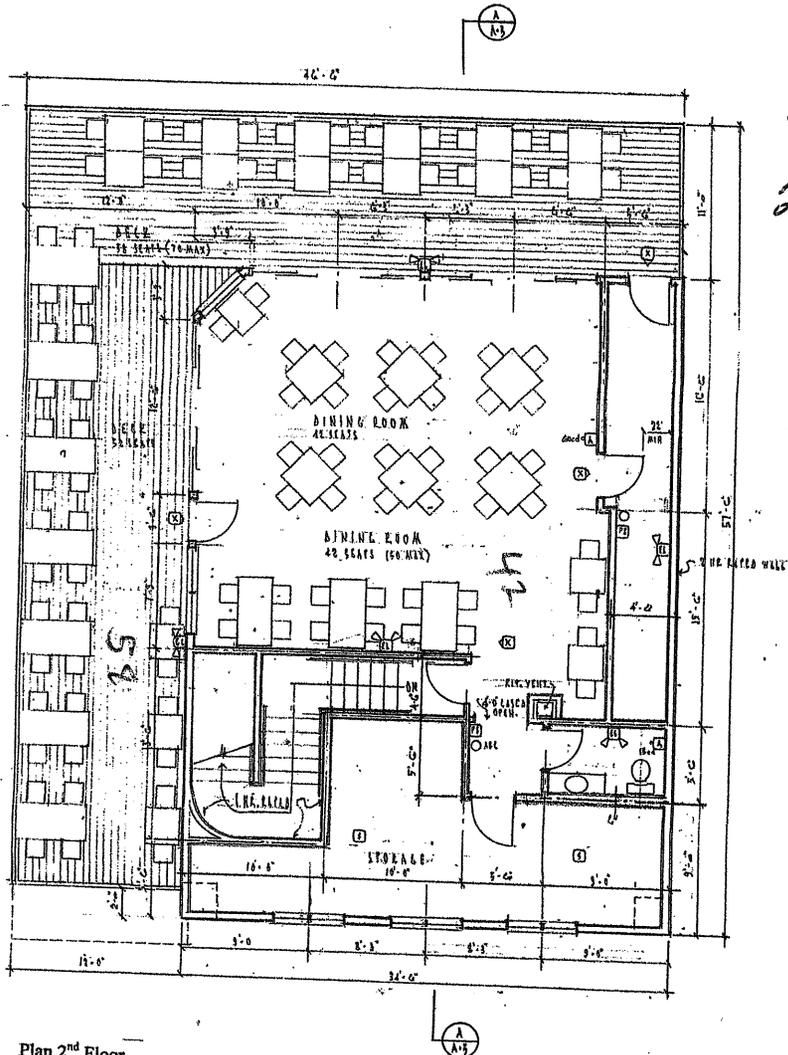


Blue Water Inn
111 Beach Street
Ogunquit, Maine

HARVEY WELLS
Architect
REVISED APRIL 15, 12

Date: MARCH 13, 2012
Scale: 1/8" = 1'-0"
Proj. Nos: 15-09

A1



Deck 70 max
2nd Floor Dining 50 max

Plan 2nd Floor
1/8" = 1'-0"

Blue Water Inn
111 Beach Street
Ogunquit, Maine

HARVEY WELLS
Architect
REVISED APRIL 1976

Date: MARCH 10, 2016
Scale: 1/8" = 1'-0"
Proj. No.: 15-09



A2

OGUNQUIT

Beautiful Place by the Sea

6.8.2018

@ 1:00pm

OGUNQUIT LIQUOR LICENSE APPLICATION

NEW RENEWAL FOR THE YEAR: 2018
 CURRENT LICENSE EXPIRATION DATE: 7-18-18

BUSINESS NAME: HAMBURGER HARVEY'S
 APPLICANT: JOHN ABBOTT & ANDREW MIGLIORINI
 EMAIL: ~~john.abbott@hamburgharveys.com~~
 BUSINESS REG #: 218181 ISSUE DATE: 4/19/18 MAP: 007 LOT: 26
 OCCUPANCY LOAD ESTABLISHED BY THE OGUNQUIT FIRE CHIEF: 65

NOTE - SPECIAL ATTENTION

Applicants must procure the signatures of the following Town Officials, submit an original drawing at a scale of one inch (1") equals ten feet (10') of all areas on the premises which are open to the public and return said drawing with this completed application to the Town Clerk before a public hearing can be scheduled by the Select Board. APPLICATIONS MUST BE SUBMITTED NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE EXISTING LICENSE.

TITLE	SIGNATURE	APPROVAL		REPORT ATTACHED		DATE
		YES	NO	YES	NO	
Police Chief	<i>Patricia P. Pomeroy</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	06-11-2018
Fire Chief	<i>Michael P. Pomeroy</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6-11-2018
Code Officer	<i>J. H.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6-11-2018

ATTENDANCE AT PUBLIC HEARING IS REQUIRED

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING

I, the undersigned applicant, acknowledge there has been no change to the business noted above by way of ownership, partnership, location, nature of business or structural change(s) to the building(s) housing the business. Knowingly supplying false information on this application is a Class D offense under the Criminal Code and is punishable by confinement of up to one (1) year or by a monetary fine of up to \$500 or both.

APPLICANTS SIGNATURE

FOR OFFICE USE ONLY

Application Fee: \$200 Date Paid: 6-1-18 Check/Cash Check #: 113
 Background Check Fee: \$ 42 (\$21.00 per person listed on application)
 Business Reg. Fee: \$150.00 Paid prior to Liquor Application? YES NO
 TOTAL PAID WITH APPLICATION: \$ 242.00 Received by: [Signature]
 (Town Clerk's Office)
 DATE POSTED: 6/12/2018 DATE HEARD: 6/19/2018 APPROVED: _____ DENIED: _____

Ogunquit
Beautiful Place by the Sea

OGUNQUIT AMUSEMENT LICENSE APPLICATION

NEW RENEWAL FOR THE YEAR: 2018
BUSINESS NAME: HAMBURGER HARRY'S
BUSINESS ADDRESS: 237 MAIN ST
BUSINESS PHONE # 646 7580 HOME PHONE # 701 799 4918
BUSINESS REG # 2018-181 ISSUE DATE: 4-19-18 MAP: 007 LOT: 24
(Business Registration)
OCCUPANCY LOAD ESTABLISHED BY THE OGUNQUIT FIRE CHIEF: 65
NATURE OF BUSINESS: RESTAURANT
FORM OF ENTERTAINMENT: (Please be specific)
MUSICAL INSTRUMENTS/SINGER

APPLICANT: JOHN ABBOTT ADDRESS: 44 GRASSHOPPER LANE OGT
HAS YOUR LICENSE TO CONDUCT THIS BUSINESS EVER BEEN DENIED, SUSPENDED OR REVOKED?
YES NO

If, YES, please explain:

HAVE YOU ANY PARTNERS OR CORPORATE OFFICERS EVER BEEN CONVICTED OF A FELONY?
YES NO

If, YES, please explain:

NOTE - SPECIAL ATTENTION

APPLICATION MUST BE SUBMITTED NINETY DAYS (90) PRIOR TO THE EXPIRATION OF THE EXISTING LICENSE.

Please consult Title IX, Chapter 3 of the Ogunquit Municipal Code for all provisions applicable to this license. "Entertainment" is defined as follows in said Code:

"Entertainment shall include dancing by and for patrons, any music, videogames, devices, machines and any other amusement, performance, exhibition, diversion or other activity with an entertainment value whether provided for or used by patrons, independent contractors, employees or proprietors.

Entertainment shall not include televisions or radios nor shall it include "background music" meaning music not involving live performers and not used for dancing and which music is only incidental to the primary activity offered."

ATTENDANCE AT PUBLIC HEARING IS REQUIRED

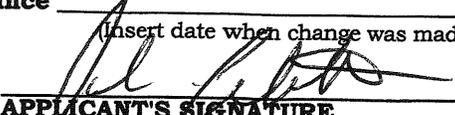
PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING

I, the undersigned applicant, acknowledge there has been no change to the business noted above by way of ownership, partnership, location, nature of business or structural change(s) to the building(s) housing the business since _____

(insert date when change was made)



 PROPERTY OWNER'S SIGNATURE



 APPLICANT'S SIGNATURE

THE FOLLOWING MUST BE SUBMITTED WITH THIS APPLICATION:

1. All applications shall be accompanied by two (2) scale drawings at a scale of one (17") inch to ten (10') feet depicting the floors of the building in which the entertainment is to be located, all entrances and exits and all areas open to patrons indicating in each area the use made by patrons and indicating the floors and areas for which the applicant seeks a license.
2. Applicants for video game entertainment shall present, to scale, floor plans depicting the location and floor area of these devices and the location of the supervisor(s). Machines shall be listed by function and serial number.
3. Applicants for patron dancing entertainment shall present to scale floor plans depicting the location and size of the dance floor(s).
4. Each application shall constitute a new application and all required information must be included. **Licenses expire on May 31st of each year.**

FOR OFFICE USE ONLY

TITLE	SIGNATURE	APPROVAL		REPORT ATTACHED		DATE
		Yes	No	Yes	No	
Police Chief		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	06-11-2018
Fire Chief		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6-11-2018
Code Officer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6-11-18

Received by:  Fee \$ 100.00 Date Paid 6-1-18
 (Town Clerk's Office)

Check / Cash 113

Filed with Liquor License Application

Date posted: 6/12/18 Date Heard: 6/19/18 Date Approved: _____ Date Denied: _____

OGUNQUIT BOARD OF SELECTMEN

6-11-2018
@ 9:00am

OGUNQUIT

Beautiful Place by the Sea

OGUNQUIT LIQUOR LICENSE APPLICATION

NEW RENEWAL FOR THE YEAR: 2018
 CURRENT LICENSE EXPIRATION DATE: 5/20/18

BUSINESS NAME: Sacities Koo

APPLICANT: Sacqueline Begins

EMAIL: _____

BUSINESS REG #: 2018-96 ISSUE DATE: 6-1-2018 MAP: 003 LOT: 062-001

OCCUPANCY LOAD ESTABLISHED BY THE OGUNQUIT FIRE CHIEF: 292

NOTE - SPECIAL ATTENTION

Applicants must procure the signatures of the following Town Officials, submit an original drawing at a scale of one inch (1") equals ten feet (10') of all areas on the premises which are open to the public and return said drawing with this completed application to the Town Clerk before a public hearing can be scheduled by the Select Board. APPLICATIONS MUST BE SUBMITTED NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE EXISTING LICENSE.

TITLE	SIGNATURE	APPROVAL		REPORT ATTACHED		DATE
		YES	NO	YES	NO	
Police Chief	<i>Patricia L. ...</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	06-15-2018
Fire Chief	<i>Mark ...</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6-15-18
Code Officer	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6-14-2018

ATTENDANCE AT PUBLIC HEARING IS REQUIRED PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING

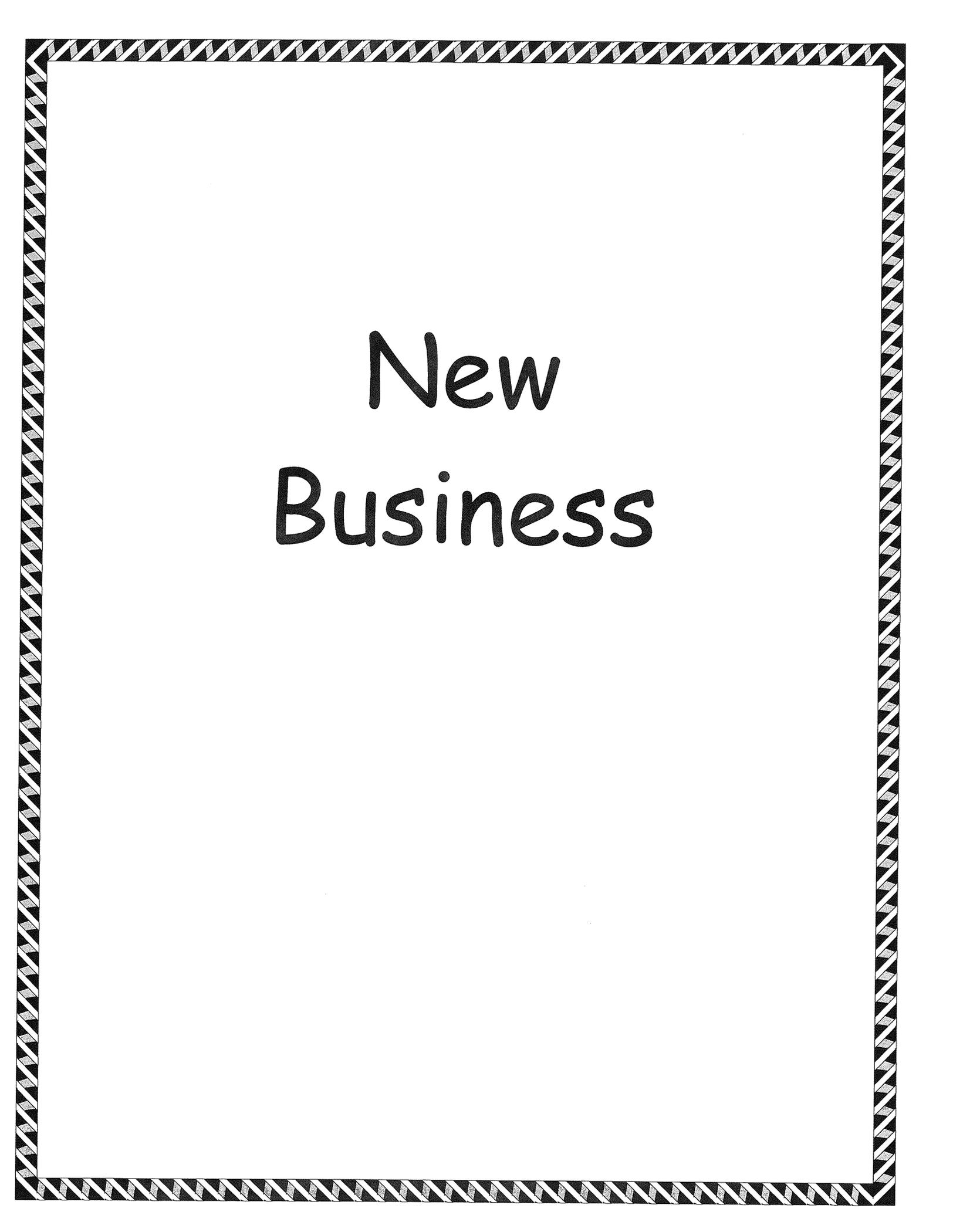
I, the undersigned applicant, acknowledge there has been no change to the business noted above by way of ownership, partnership, location, nature of business or structural change(s) to the building(s) housing the business. Knowingly supplying false information on this application is a Class D offense under the Criminal Code and is punishable by confinement of up to one (1) year or by a monetary fine of up to \$500 or both.

[Signature]

APPLICANTS SIGNATURE

FOR OFFICE USE ONLY

Application Fee: \$200 Date Paid: 6-1-18 Check/Cash Check #: 8369
 Background Check Fee: \$ 21 (\$21.00 per person listed on application)
 Business Reg. Fee: \$150.00 Paid prior to Liquor Application? YES NO
 TOTAL PAID WITH APPLICATION: \$ 371.00 Received by: *[Signature]*
 (Town Clerk's Office)
 DATE POSTED: 6/12/2018 DATE HEARD: 6/19/18 APPROVED _____ DENIED _____



New Business

 **AIA[®] Document A105[™] – 2017**

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 25th day of May in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Patricia A. Finnigan, Town Manager
Town of Ogunquit
23 School Street
Ogunquit, ME 03907

and the Contractor:
(Name, legal status, address and other information)

John DeStefano
DeStefano & Associates, Inc.
2456 Lafayette Road, Suite 3
Portsmouth, NH 03801

for the following Project:
(Name, location and detailed description)

Bathroom Odor Control
Town of Ogunquit
Ogunquit, ME

The Architect:
(Name, legal status, address and other information)

Architect shall mean Owner

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
<hr/>	
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
V.1	Existing Bath House Exhaust	05/09/2018

Specifications:

Section	Title	Pages
---------	-------	-------

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
--------	------	-------

Init.

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

CPH Mechanical, Inc. Proposal 2284 dated 05/14/2018

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

5/25/2018

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than () calendar days from the date of commencement.

By the following date: 6/29/2018

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Twenty-seven thousand, two hundred sixty and 00/100 dollars (\$ 27,260.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
All Work	\$27,260.00

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

init.

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Net 30, 10% (ten percent) Retainage

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

2 %(two percent)/Per Month

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million, and 00/100 dollars (\$ 1,000,000.00) each occurrence, two million, and 00/100 dollars (\$ 2,000,000.00) general aggregate, and one million, and 00/100 dollars (\$ 1,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million, and 00/100 dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than five hundred thousand, and 00/100 dollars (\$ 500,000.00) each accident, five hundred thousand, and 00/100 dollars (\$ 500,000.00) each employee, and five hundred thousand, and 00/100 dollars (\$ 500,000.00) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage by Certificate of Insurance	Limits Certificate of Insurance attached
--	--

Named Additional Insured:
Town of Ogunquit, Maine

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

Init.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

Init.

AIA Document A105™ – 2017. Copyright © 1993, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:01:08 on 06/18/2018 under Order No.9460274826 which expires on 07/10/2019, and is not for resale.

User Notes:

(1161055558)

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

Init.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

Init.

AIA Document A105™ – 2017. Copyright © 1993, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:01:08 on 06/18/2018 under Order No.9460274826 which expires on 07/10/2019, and is not for resale.

User Notes:

(1161055558)

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.1.1 Non-payment

In the event that the Construction Manager initiates any collection efforts or litigation to recover any sums of money due or owing, the Owner shall pay all of the Contractor's reasonable legal fees and costs.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner

Init.

AIA Document A105™ – 2017. Copyright © 1993, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:01:08 on 06/18/2018 under Order No.9460274826 which expires on 07/10/2019, and is not for resale.

User Notes:

(1161055558)

or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

Init.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

Init.

.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)(date)

CONTRACTOR (Signature)(date)

(Printed name and title)

(John P. DeStefano, President)

(Rows deleted)

Init.

PROPOSAL

2284

CPH MECHANICAL, INC.
235 West Road Unit #8
PORTSMOUTH, NEW HAMPSHIRE 03801
www.cphmechanical.com

Phone (603) 436-7503 Fax (603) 436-8777

TO: Destafano & Associates
2456 Lafayette Road
Portsmouth, NH 03801
Attn: John

PHONE 430-0339	DATE 5/14/2018
JOB NAME / LOCATION Ogunquit Bath House	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

- > CPH Mechanical, Inc. proposes to install a central ventilation system for the existing Town of Ogunquit main beach Bathhouse. The ventilation system will be installed as designed by PE Eric Flinkstrom. There will be (2) Roof Top Fans sitting on curbs. There will be an individual system for the Men's Room and Family Baths and an individual system for the Women's Room and Lifeguard Baths. This work will take place during normal business hours and also during off hours when necessary to maintain the required privacy for a bathhouse. This proposal includes all necessary catwalk installations, cutting and patching, crane and rigging work, all electrical work along with all permits, fees and scheduled inspections. All work will be installed in a professional workmanlike manner in compliance with all national, state and local codes.

Materials are to consist of the following:

- 2 - #G103-VG Greenheck Centrifical Roof Exhaust Fans w/Bird screen, Disconnect Switches and Speed Controls
- 2 - #WD10012X12 Roof Curbs
- Electrical Controls
- Galvanized Duct & Fittings
- Plywood Catwalks

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of: **Twenty Four Thousand Eight Hundred Sixty and 00/100 Dollars** dollars (\$) **24,860.00**).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any 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 Worker's Compensation insurance.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized Signature _____

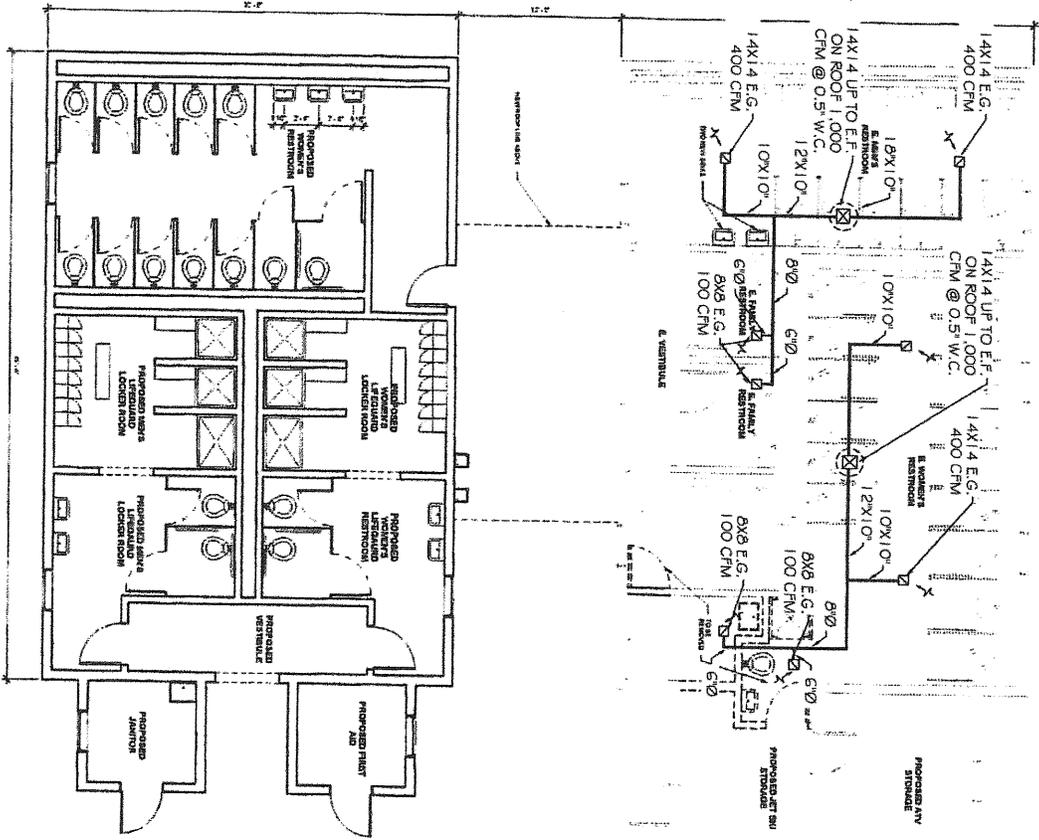
Note: This proposal may be withdrawn by us if not accepted within _____ days.

Signature _____

Signature _____

CONCEPT BATH HOUSE PLAN

ALL MATERIALS SHALL BE 1/2" THICK UNLESS NOTED OTHERWISE
 FINISHES SHALL BE AS NOTED
 1/2" THICK UNLESS NOTED OTHERWISE



SCALE: AS NOTED

DATE: 05/09/2016

PROJECT: Town of Ogunquit
 Public Bath House Ventilation

SUBJECT: EXISTING BATH HOUSE EXHAUST

SCALE: AS NOTED

DATE: 05/09/2016

PROJECT NO. 1

ARCHITECT: CH2M HILL
 225 STATE ST. SUITE 2
 PORTLAND, ME 04101-2020

ENGINEER: Eric Finkelson, PE
 20011 BROADWAY
 SUITE 201
 PORTLAND, ME 04106

REV. NO.	REVISIONS	DATE
1		
2		
3		
4		
5		

PROJECT: Town of Ogunquit
 Public Bath House Ventilation
 SUBJECT: EXISTING BATH HOUSE EXHAUST
 SCALE: AS NOTED
 DATE: 05/09/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2018

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 have ADDITIONAL INSURED provisions or 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 Tapley Insurance Agency Inc. 300 York Street PO Box 808 York ME 03909-0808		CONTACT NAME: Timothy Klajbor PHONE (A/C, No, Ext): (207)363-7894 E-MAIL ADDRESS: tklajbor@tapleyagency.com FAX (A/C, No): (207)363-4794	
INSURED DeStefano & Associates, Inc. 2456 Lafayette Road, Suite 3 Portsmouth NH 03801		INSURER(S) AFFORDING COVERAGE INSURER A: Acadia INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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	ADDITIONAL INSURED	INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CPA5329315	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5329316	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUA5329317	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCA5329318	01/01/2018	01/01/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF LIABILITY INSURANCE FOR CONSTRUCTION MANAGEMENT WORK PERFORMED BY THE INSURED DURING THE POLICY PERIOD. PROJECT- TOWN OF OGUNQUIT BATH HOUSE.

CERTIFICATE HOLDER

CANCELLATION

THE TOWN OF OGUNQUIT MAINE 23 SCHOOL STREET OGUNQUIT ME 03907	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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

COMMENTS/REMARKS

THE TOWN OF OGUNQUIT, MAINE IS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AND AUTO LIABILITY VIA FORMS CG2038 AND AICA59 ATTACHED. COMMERCIAL UMBRELLA POLICY FOLLOWS FORM.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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 the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- The most we will pay on behalf of the additional insured is the amount of insurance:
- 1. Required by the contract or agreement described in Paragraph A.1.; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by endorsement.

SUMMARY OF COVERAGE EXTENSIONS

Provision No.	Name of Extension	Limit or Included
A.	Broadened Named Insured	Included
B.	Additional Insured by Contract or Agreement	Included
C.	Additional Insured- Employees	Included
D.	Extended Coverage- Bail Bonds	\$5,000
E.	Extended Coverage- Loss of Earnings (Per Day)	\$1,000
F.	Fellow Employee Coverage	Included
G.	Transportation Expense Due to Theft of a Covered Auto (Per Day/Maximum)	\$75/ \$2,500
H.	Extended Coverage - Air Bags	Included
I.	Physical Damage Coverage- Leased or Financed Autos	Included
J.	Glass Deductible	Included
K.	Extended Coverage- Electronic Equipment	Included
L.	Extended Coverage- Personal Effects	\$500
M.	Towing (Gross Vehicle Weight of 20,000 lbs. or less)	\$100
N.	Physical Damage Coverage - Hired "Autos"	\$65,000
	1. Loss of use (Per Day/Maximum)	\$500/ \$3,500
O.	Rental Reimbursement Coverage	\$2,500
P.	Drive Other Car Coverage	Included
Q.	Knowledge of Occurrence	Included
R.	Waiver of Subrogation By Contract or Agreement	Included
S.	Unintentional Omissions	Included
T.	Bodily Injury Re-defined	Included
U.	Employee Hired Auto	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph A.1.:

d. Any person or organization for whom you are performing operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

- (1) Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage":
 - a. Caused by an "accident", and
 - b. Resulting from the ownership, maintenance or use of a covered "auto".

(2) A person's or organization's status as an additional insured exists only while you are performing operations for that additional insured.

(3) Section II, Paragraph C. Limits of Insurance for person or organization added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

(4) This insurance applies on a primary and non-contributory basis if that is required by the written contract or agreement.

(5) This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

C. ADDITIONAL INSURED - EMPLOYEES

Section II- Covered Autos Liability Coverage, Paragraph A.1.b.(2) is deleted and replaced by the following:

(2) Your employee or agent if the covered "auto" is owned by that employee or a member of his or her household, but this exclusion does not apply if the covered "auto" is being used in your business or your personal affairs.

D. EXTENDED COVERAGE - BAIL BONDS

Section II – Covered Autos Liability Coverage, Paragraph A.2.a.(2) is deleted and replaced by the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. EXTENDED COVERAGE - LOSS OF EARNINGS

Section II – Covered Autos Liability Coverage, Paragraph A.2.a.(4) is deleted and replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. FELLOW EMPLOYEE COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph B.5. does not apply.

G. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN "AUTO"

1. Transportation Expense

Section III – Physical Damage Coverage, Paragraph A.4.a. is deleted and replaced by the following:

- a. We will also pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that has a Gross Vehicle Weight of 20,000 lbs. or less. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

H. EXTENDED COVERAGE - AIRBAGS

Section III – Physical Damage Coverage, Paragraph B.3.a. does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

I. PHYSICAL DAMAGE COVERAGE - LEASED OR FINANCED "AUTOS"

The following is added to **Section III – Physical Damage Coverage,** Paragraph C.:

4. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
 - a. The amount under the Physical Damage coverage section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss",
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance;

- (5) Carry-over balances from previous loans or leases.

J. GLASS DEDUCTIBLE

Section III – Physical Damage Coverage, Paragraph D. is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

K. EXTENDED COVERAGE - ELECTRONIC EQUIPMENT

The following is added to **Section III - Physical Damage Coverage,** Paragraph A.4.:

- c. Physical Damage coverage on a covered "auto" also applies to "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

We will pay with respects to a covered "auto" for "loss" to antennas and other accessories necessary for use of the electronic equipment. However, this does not include tapes, records or discs.

L. EXTENDED COVERAGE - PERSONAL EFFECTS

The following is added to **Section III – Physical Damage Coverage, Paragraph A.4.:**

- d. Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss".

The most we will pay for any one "loss" under this coverage extension is \$500.

M. TOWING

Section III – Physical Damage Coverage, Paragraph A.2. is deleted and is replaced by the following:

If an "auto" with a Gross Vehicle Weight of 20,000 lbs. or less is provided both Comprehensive and Collision Coverage, we will pay up to \$100 for towing and labor costs incurred each time such covered "auto" is disabled.

However, the labor must be performed at the place of disablement.

N. PHYSICAL DAMAGE COVERAGE - HIRED "AUTOS"

You may extend the Comprehensive, Specified Causes of Loss and Collision coverages provided on your owned "autos" to any "auto" you lease, rent, hire or borrow from someone other than your employees or partners or members of their households. Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Coverage provided here is subject to the following:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$65,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

- a. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.
- b. No deductible will apply to "loss" caused by fire or lightning.

3. Coverage provided under this extension will:

- a. Be excess over any other collectible insurance you have;
- b. Pay, in addition to the limit set forth in N.2. above, up to \$500 per day, not to exceed \$3,500 per "loss" for:
 - (1) Any costs or fees associated with the "loss" to a hired "auto"; and
 - (2) Loss of use, provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

O. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following;
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - b. When the total amount paid under this coverage extension reaches \$2,500.

3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. Not more than \$75 per day.
4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

P. DRIVE OTHER CAR COVERAGE

1. Your Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage, and Physical Damage Coverage is extended to any private passenger type "auto" you hire, borrow or do not own while being used by or in the care, custody or control of the following persons:
 - a. You, if you are designated in the Declarations as an individual.
 - b. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
 - c. Your members or managers, if you are designated in the Declarations as a limited liability company;
 - d. Your executive officers, if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company;
 - e. The spouse of any person named in P.1.a. through P.1.d. while a resident of the same household.
2. The following "autos" are not covered:

- a. Any "auto" owned by a person named in P.1.a. through P.1.d. or by any member of his or her household.
- b. Any "auto" used by a person named in P.1.a. through P.1.d. while working in the business of selling, servicing, repairing or parking "autos".
3. The most we will pay for the total of all damages under Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage is the LIMIT OF INSURANCE for each Coverage shown in the Declarations as applicable to owned "autos".
4. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$100 for Comprehensive Coverage and \$250 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

Q. KNOWLEDGE OF OCCURRENCE

The following is added to Section IV - Business Auto Conditions, Paragraph A.2.:

- d. Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.
- e. Notice of an "accident" or "loss" to your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.
- f. Your rights under this policy shall not be prejudiced if you fail to give us notice of an "accident" or "loss", solely due to your reasonable and documented belief that the event is not covered by this policy.

The following is added to **Section IV- Business Auto Conditions, Paragraph A.2.b.:**

(6) Knowledge of the receipt of documents concerning a claim or "suit" will be considered knowledge of yours only if receipt of such documents is known to you, if you are an individual, a partner, an executive officer, or an employee designated by you to forward such documents to us.

R. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV-Business Auto Conditions, Paragraph A.5.:**

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under **B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

S. UNINTENTIONAL OMISSIONS

The following is added to **Section IV- Business Auto Conditions, Paragraph B.2.:**

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional.

T. BODILY INJURY REDEFINED

Section V- Definitions, Paragraph C. is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

U. EMPLOYEE HIRED AUTO

1. Changes In Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the **Business Auto** is replaced by the following:

For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

MEMO

June 6, 2018

To: Patricia Finnigan, Town Manager
From: John Quartararo, Treasurer
Re: Appointment of Auditor for Fiscal Year 2018

Cc: Christine Murphy, Town Clerk

I am requesting that at the next Select Board meeting, June 19, 2018 the agenda include an action to appoint RHR Smith & Company, CPAs as the Town's auditors for the audit of the FY 2018 financial statements and records for a fee of \$10,200. The audit of fiscal year 2017 was the first year of the three year contract, and the auditor is to be appointed each year. Their work was above reproach, and the audit staff that worked with the Town was thorough and inquisitive and produced a thorough report. When the audit is ready for the Board to accept, we will schedule a public presentation of the audited financial statements so that the Board members may ask questions about the operation of the Town as well as the financial reports.

The suggested language is:

Move to appoint RHR Smith & Company, CPAs of Buxton as auditors for the audit of the Fiscal Year 2018 financial statements and reports for a fee of \$10,200.



Proven Expertise and Integrity

May 24, 2018

Mr. John Quartararo, Treasurer
Town of Ogunquit
23 School St.
P.O. Box 875
Ogunquit, Maine 03907

Dear Mr. Quartararo:

We are pleased to confirm our understanding of the services we are to provide the Town of Ogunquit for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, any business-type activities, any aggregate discretely presented component units, each major fund, and any aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Ogunquit of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements of the Town of Ogunquit. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Ogunquit RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Ogunquit's financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

3 Old Orchard Road, Buxton, Maine 04093
Tel: (800) 300-7708 (207) 929-4606 Fax: (207) 929-4609
www.rhrsmith.com

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Ogunquit and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Ogunquit's financial statements. Our report will be addressed to the Board of Selectman of the Town of Ogunquit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Ogunquit is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and

Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Ogunquit's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist the Town of Ogunquit in: preparing draft financial statements that are based on management's chart of accounts and trial balance and any adjusting, correcting, and closing entries that have been approved by management; preparing draft Management's Discussion and Analysis and notes to the financial statements based on information determined and approved by management; maintaining depreciation schedules for which management has determined the method of depreciation, rate of depreciation, and salvage value of the asset, all in conformity with U.S. generally accepted accounting principles, permissible nonattest services under the AICPA Code of Conduct and nonaudit services under *Government Auditing Standards* for attest/audit engagements. These nonaudit services do not constitute an

audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. Management responsibilities for these services are listed below.

We will perform the nonattest/nonaudit services in accordance with applicable professional standards, including the Code of Conduct issued by the American Institute of Certified Public Accountants. These services are limited to the financial statements and depreciation schedule services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, and contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to oversight agencies; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of RHR Smith & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of RHR Smith & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by an oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ronald H.R. Smith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$10,200, broken down as follows:

June 30, 2018 Audit:

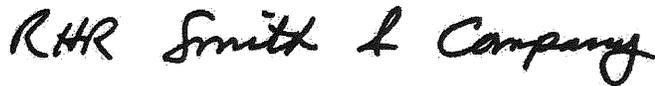
\$10,200

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to the Town of Ogunquit and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very Best,



RHR Smith & Company, CPAs
RHRS/18

RESPONSE:

This letter correctly sets forth the understanding of the Town of Ogunquit.

Management signature: _____

Title: _____

Date: _____



JOHN DEERE
FINANCIAL

Application ID: **12533303**
Version Number: 3
Governmental

LEASE AGREEMENT

LESSEE'S NAME AND PHYSICAL ADDRESS			
TOWN OF OGUNQUIT 23 SCHOOL STREET OGUNQUIT, ME 03807	LESSEE'S TAX ID NUMBER **1017	LESSEE'S PHONE NO. 207-846-3018	TYPE OF BUSINESS County Government
LESSEE RESIDES IN (County/State) YORK, ME		LESSEE AGREES TO KEEP GOODS IN (County/State) See Equipment Location and County for each Item of Equipment below	
NAME AND TITLE OF SIGNING OFFICER JOHN QUARTARARO - Treasurer			

LESSOR'S NAME AND ADDRESS		PHONE NUMBER
Deere Credit, Inc. P.O. Box 6600 Johnston, IA 50131-2846		800-828-8297

This Lease Agreement ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

EQUIPMENT LEASED								
Year	Make	Model	Equipment Description	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2018	JD	5100	5100M MFWD UTILITY CAB TRACTOR	450	\$0.00	OGUNQUIT, ME	YORK	No
ADDITIONAL DETAILS								
Product ID			Hour Meter	Asset Level Payment*		Purchase Option Price		
1LV5100MVJJ402816			0	\$964.93		\$36,025.06		
Year	Make	Model	Equipment Description	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2018	JD	540M	540M Loader	0	\$0.00	OGUNQUIT, ME	YORK	No
ADDITIONAL DETAILS								
Product ID			Hour Meter	Asset Level Payment*		Purchase Option Price		
1P0540MXTJD049217			0	\$143.87		\$3,917.43		
Total Purchase Option Price						\$39,942.51		

*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.

LEASE PAYMENTS				
LEASE TERM START DATE: July 1, 2018 LEASE TERM END DATE: July 1, 2021				
<i>The first Lease Payment Due Date is July 1, 2018 and each successive Lease Payment is due on the same day of the Month thereafter, (the "Billing Period"), unless otherwise provided below</i>				
NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
36	\$1,108.80	\$0.00	\$1,108.80	July 01, 2018

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7000	Settlement Nbr: 12533303	Equipment Type: C & CE Commercial	Application ID: 12533303	Version Number: 3	06/08/2018 08:29 AM	Page 1 of 5
Revision Date: 15 January 2017						



TERMS AND CONDITIONS

1. **Lease Term; Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 2.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collect on costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00 or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term exceeds the total of all amounts due under this Lease Agreement by less than \$25.00 we may retain such excess. Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits. You certify that the hour meter reading on each item of Equipment is accurate as of the date you sign this Lease Agreement. If you use any Equipment during the Lease Term for more than the Hour Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of this Lease Agreement) an amount equal to the Excess Hour Charge for that item of Equipment for each hour in excess of the Hourly Limit. If this Lease Agreement is terminated, canceled or extended for any reason, the Hour Limit will be prorated by us in our sole discretion.

2. **Security Deposit.** If a Security Deposit is Indicated in the Advance Lease Payment Invoice, the Security Deposit will be held by us in a non-interest-bearing account commingled with other funds. We may apply the Security Deposit to any amounts due under this Lease Agreement and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within 30 days of termination of this Lease Agreement and final inspection by us, provided you are not in default.

3. **Taxes.** Although you may be exempt from the payment of certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. **Ownership; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of this Lease Agreement. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

5. **Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not permanently move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which negatively affects the value, useful life or the originally intended function or use of the Equipment in any way unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7000	Settlement Nbr: 12533303	Equipment Type: C & CE Commercial	06/08/2018 08:29 AM	Page 2 of 5
Revision Date: 15 January 2017	Application ID: 12533303	Version Number: 3		



7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our rights, title and interest in such item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item of Equipment shall be the net book value calculated as the sum of (a) all Lease Payments and any other amounts then due and payable to us; plus (b) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in this Lease Agreement, such discount rate (the "Discount Rate") plus (c) the cost to repair and refurbish the Item so that it is in satisfactory condition in accordance with Section 10; plus (d) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating the Lease Payments) discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the equipment cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

8. **Purchase Option.** In the event you desire to purchase an Item of Equipment at the Lease Term End Date and you are not in default, you agree to pay us the applicable Purchase Option Price plus applicable Taxes including estimated property taxes) for each Item of Equipment. Upon receipt of the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date, we will transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

9. **Early Payoff.** In the event you desire to purchase an Item of Equipment prior to the Lease Term End Date, are not in default, and you request a payoff amount quote, you agree to pay us the payoff amount. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such Item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

10. **Return of Equipment.** If this Lease Agreement is terminated for any reason and you do not (a) return the Equipment to us, or, (b) exercise any Purchase Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted. Unsatisfactory condition shall include any condition described below ("Excessive Wear and Tear"):

(a) **Mechanical.** (A) Computer systems or safety and emission control equipment not in proper working order; (B) mechanical components that are missing, broken or unsafe or that do not operate normally, given the age of the Equipment; (C) wear on power train assembly that exceeds manufacturer's standards for normal wear and tear; (D) any air filters not within manufacturer's specifications; (E) any gauges or fluid indicators that are damaged or do not function; (F) the electrical system fails to operate properly; (G) the battery fails to hold a charge; (H) any wire harnesses not tied down and kept secured, dry and clean; (I) any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications; (J) hydraulic system exceeds manufacturer's then-current contamination standards (as shown by oil sample analysis); (K) equipment not serviced according to manufacturer's operating manual; and/or (L) any lubricant, water or A/C seal leaks.

(b) **Exterior.** (A) Dents larger than 2 inches in diameter; (B) excessive number of dents or scratches; (C) any scratch 8" or longer that reaches the metal skin; (D) any single chip the size of a quarter or larger or multiple small chips within one square foot; (E) substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison to the original paint and require repainting at a cost in excess of \$200; (F) rust holes in the body metal or a rust spot that covers more than a 4-inch square area; (G) any glass that must be replaced due to cracks or missing glass and any windshield damages cracked or broken glass must be replaced; (H) all frame damage and substandard frame repairs; and/or (I) any tires or tracks that (i) have broken side walls or excessive cuts or damages, (ii) have less than 50% of the original useful life remaining, or (iii) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

(c) **Cab/Operator Platform.** (A) Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning; (B) unclean condition of operator environment; and/or (C) holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

(d) **General.** (A) Equipment not operated or maintained in accordance with manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used; and/or (B) any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

(e) **Other.** (A) All warranty and PIP ("Product Improvement Program") work relating to the Equipment must be completed prior to the Lease Term End Date; (B) the Equipment must be cleaned prior to its return.

(f) **Hour Meter.** For each Item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

(g) **Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any Item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, (A) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition; and/or (B) accept an invoice from us and remit to us an amount equal to our estimate of (i) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (ii) the cost of new tires or tracks multiplied by the difference between (a) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (b) 50%. For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within 10 days of demand shall constitute a default by you under the terms of this Lease Agreement.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7000

Settlement Nbr: 12533303

Equipment Type: C & CE Commercial

Application ID: 12533303

Version Number: 3

06/08/2018 08:29 AM

Page 3 of 5

Revision Date: 15 January 2017



11. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

12. **Remedies.** If a default occurs, we may, to the extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 10, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY: (i) if the Equipment is returned to us, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the Item of Equipment so that it is in satisfactory condition in accordance with Section 10; and (4) the unamortized amount of our initial direct costs of originating and administering this Lease Agreement (ii) if the Equipment is returned to us and this Lease Agreement is deemed to be a secured transaction and not a lease in our sole discretion, the difference between (1) the Termination Value as of the date of such default; and (2) the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

13. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. This Lease Agreement shall be binding upon any successor or permitted assignee. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

14. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or this Lease Agreement thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under this Lease Agreement. This indemnity continues beyond the termination of this Lease Agreement for acts or omissions which occurred during the Lease Term.

15. **Representations and Warranties.** You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights, to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

16. **Governing Law; Jurisdiction; Venue.** THIS LEASE AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS LEASE AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

17. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7000	Settlement Nbr: 12533303	Equipment Type: C & CE Commercial	06/06/2018 08:29 AM	Page 4 of 5
	Application ID: 12533303	Version Number: 3		

Revision Date: 15 January 2017



subject matter thereof. Except as otherwise provided in Section 12(d) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you, using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

You acknowledge and agree that our right to sell the Equipment under this Lease Agreement will be, at our sole discretion, assigned to John Deere Exchange, LLC. Notwithstanding anything above to the contrary, regardless of our assignment of these rights, you acknowledge and agree that all obligations of you and us under this Lease Agreement shall govern the relationship between you and us hereto.

18. **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under this Lease Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 10 of this Lease Agreement and terminate this Lease Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 18 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended. If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

TOWN OF OGUNQUIT

By:

(Date Signed)

JOHN QUARTARARO, Treasurer

Accepted By: Deere Credit, Inc. (Lessor)

6400 NW 86th Street, Johnston, IA 50131-6600

By:

(Date Agreement Signed)

(Authorized Signature)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7000

Settlement Nbr: 12533303

Equipment Type: C & CE Commercial

06/08/2018 08:29 AM

Page 5 of 5

Application ID: 12533303

Version Number: 3

Revision Date: 15 January 2017





**JOHN DEERE
FINANCIAL**

Advance Lease Payment Invoice

Due Date:	07/01/2018
Total Due:	\$1,108.80
Purchase Order Number:	

Billing Address:
TOWN OF OGUNQUIT
PO BOX 875
OGUNQUIT, ME 03907-0875

Updated Billing Information:

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Mfg.	Model	Product ID	Due Date	Payment	Sales/Use Tax	Security Deposit	Total Due At Signing
JD	5100	1LV5100MVJJ402616	07/01/2018	\$1,108.80	\$0.00	\$0.00	\$1,108.80

Correspondence Only:
Deere Credit, Inc.
Attn: Lease Administration
PO Box 6600
Johnston, IA 50131-6600

Phone: (800) 828-8297
Fax: (800) 254-0020

Remit Checks Payable To:
Deere Credit, Inc.
Attn: Acct. Dept.- ALP Processing
PO Box 6600
Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE AGREEMENT DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every dishonored check will result in a fee of \$25.00 or an amount not to exceed the highest amount permitted by law.





Automatic Payment Enrollment

How to Enroll – There are two easy options available for enrollment:

- Sign up today online by visiting our website at myjdfaccount.com, OR
- Complete and sign this authorization form and send to us:
 - Fax – 800-826-9527
 - Email - JDCustomerService@JohnDeere.com
 - Mail -

John Deere Financial
 ATTN: Payment Specialist
 PO BOX 5327
 Madison, WI 53705

Please write legibly and provide all information requested.

Bank Account Information - Please see page 2 of the form for instructions.

Name of Financial Institution: _____
 City & State: _____
 Name of Person or Entity on Bank Account: _____
 9 digit Routing / Transit #: _____ Bank Account Number: _____

Type of Account: Checking Savings

John Deere Financial Account Number / App ID #	John Deere Financial Accountholder Name	Accountholder Phone Number	I request automatic payments to begin with my payment starting in the month of:
12533303	TOWN OF OGUNQUI	207-846-3018	07/01/2018

JOHN DEERE FINANCIAL AUTOMATIC PAYMENT AUTHORIZATION FORM

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial accounts is closed due to an Add-On transaction, consolidation or corrected loan agreement, and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operating Rules and Guidelines applicable to electronic debit entries to my bank account. **I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.**

Bank Account Owner Signature

Date

Bank Account Owner Phone Number





Sample Personal Check

Joan E. Hancock
75012 Coburn Avenue
Louisville, Kentucky 40225

Any Bank USA
Any Bank, USA

⑆0544008804⑆ 980130679774⑆ 1000

↑ Routing & Transf. Number ↑ Checking Acct Number ↑ Check Number

Sample Business Check

John Deere, Inc.
The Company
NAME

No. 02458900

DATE
03-17-78

⑆02458900⑆ ⑆034400709⑆ 10 2056⑆

↑ Check Number ↑ Routing & Transf. Number ↑ Checking Acct Number





JOHN DEERE FINANCIAL

Delivery and Acknowledgment

LESSEE:	TOWN OF OGUNQUIT 23 SCHOOL STREET, OGUNQUIT, ME 03907
LESSOR:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the Lease Agreement.

You hereby represent and warrant that: (a) all of the Equipment more fully described in the Lease Agreement was selected by you; (b) all of the Equipment and the Operator's Manuals have been delivered to and received by, you; (c) you received the manufacturer's written warranty applicable to the Equipment and you understand that your rights are subject to the limitations outlined therein; (d) the safe operation and the proper servicing of the Equipment has been explained to you; (e) all of the Equipment has been inspected by you and is in good working order and repair (operating or otherwise); (f) the Equipment shall be used only for the purpose indicated in the Lease Agreement; (g) all of the Equipment is unconditionally and irrevocably accepted by you for all purposes under the Lease Agreement; and (h) all information you provide to us is true and correct.

Signed by Lessee's duly authorized representative on the date shown below.

TOWN OF OGUNQUIT

By:

(Date Signed)

JOHN QUARTARARO, Treasurer





JOHN DEERE
FINANCIAL

Physical Damage/Liability Insurance

LESSEE:	TOWN OF OGUNQUIT 23 SCHOOL STREET, OGUNQUIT, ME 03907	
LESSOR:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600	
LIABILITY INSURANCE on the Lease Agreement will be provided by the following insurance agency:		
Name of Agency:		Phone Number of Agency:
Mailing Address of Agency:		Fax Number of Agency:
PHYSICAL DAMAGE INSURANCE on the Lease Agreement will be provided by the following agency:		
Name of Agency:		Phone Number of Agency:
Mailing Address of Agency:		Fax Number of Agency:
If an insurance certificate is available, in place of the above information, it should be provided to:		
ADDITIONAL INSURED and LOSS PAYEE: Deere Credit, Inc. Its Successors &/or Assigns 6400 NW 86 th St Johnston, IA 50131		
I agree and understand that, pursuant to the provisions of Section 6 of the Lease Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Lease Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.		
NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.		

TOWN OF OGUNQUIT

By:

(Date Signed)

JOHN QUARTARARO, Treasurer





JOHN DEERE
FINANCIAL

Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Purchaser

Name: TOWN OF OGUNQUIT

Address: 23 SCHOOL STREET, OGUNQUIT, ME 03907

ID Number (If Applicable): _____

Exemption Number (if applicable): _____

Description of Item Being Purchased

Quantity	Year	Make	Model	Equipment Description
1	2018	JD	5100	5100M MFWD UTILITY CAB TRACTOR
1	2018	JD	540M	540M Loader

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____



Memorandum

To: Ogunquit Select Board
From: Mark O'Brien, Fire Chief
Date: June 15, 2018
Subject: Donated Car

The Ogunquit Fire Department receives cars which are donated for the purpose of training and keeping up on our skills. This is done at our training facility on Salt Shed Drive. They also help us study how vehicles are assembled and how to quickly extricate victims from auto accidents. Once these vehicles are done with for our training needs, they are sent to the scrap yard for proper disposal.

Recently the budget was passed which included an upgrade to our Jaws of Life and with these donated vehicles, we are able to readily have them available for demonstration of new tools to better choose which will serve us best and to train new personnel in short notice and not have to wait for a donation or pay to have one brought in.

This has been a practice for 20 plus years at our department and we have never had to get Select Board approval before. If this is the go forward procedure the Board would like to follow, we will comply. I feel it is a waste of your time to get these vehicles accepted through the Board. We get maybe 1 or 2 cars every other year. When we do a large class, the cars are brought in by junk yards and they take the cars right back after use for disposal and we pay them a fee for this.

Rob and Nancy McNamee gift our 2000 SAA B model
co de 95 subertan to the Town of Ogunquit Fire Department
Our title # is YS 3EF58ZZY 3040314

June 5, 2018

Nancy McNamee
Robert A. McNamee

TOWN OF OGUNQUIT, MAINE

Received in the

Town Clerk's Office

on 06/05/2018

at 8:30AM

Rec. by CLM

Town Clerk

MCNIVEN, ROBERT, A
 MCNIVEN, NANCY, L
 166 WESTRN AV POB493
 ALTAMONT NY 12009

004291

CERTIFICATE OF TITLE

NEW YORK STATE

www.dmv.ny.gov



Title and Identification No.

YS3EF58Z2Y3040314
 YS3EF58Z2Y3040314

Year

2000

Make

SAAB

Model Code

95

Body/Hull

SUBN

Document No.

130321D

Color

GR

Wt./Sts./Lgth.

4750

Fuel

GAS

Cyl./Prop.

6

New or Used

USED

Type of Title

VEHICLE

Date Issued

4/08/14

Name and Address of Owner(s)

MCNIVEN, ROBERT, A
 MCNIVEN, NANCY, L
 166 WESTRN AV POB493
 ALTAMONT NY 12009

ODOMETER READING: EXEMPT
 EXEMPT
 VEHICLE OVER 10 YEARS OLD

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

Lienholder

* NO LIENS RECORDED *

* NO LIENS RECORDED *

Lienholder

Lienholder

* NO LIENS RECORDED *

* NO LIENS RECORDED *

MV-999 (1/11)

DEPARTMENT OF MOTOR VEHICLES

VOID IF ALTERED

VOID IF ALTERED