

MINUTES
Town of New Gloucester
SPECIAL BOARD OF SELECTMEN'S MEETING
7:00 p.m.
Thursday, September 12, 2013
At the Meetinghouse

SPECIAL BOARD OF SELECTMEN'S MEETING

I. CALL THE MEETING TO ORDER & ATTENDANCE

Chairman, Steven Libby, called the meeting to order at 7:00 p.m. Present were Chairman, Steven Libby; Vice-Chairman, Linda Chase; Selectmen, Nathaniel Berry, Joshua McHenry and Mark Stevens; Town Manager, Sumner Field; and Recorder, Sharlene Myers.

II. SCHEDULE NEXT MEETING:

Board of Selectmen – 7:00 p.m., Monday, September 16, 2013 at the Meetinghouse

A. Adjustments to the Agenda

III. PUBLIC PARTICIPATION

None.

IV. SCHEDULED ITEMS

4.27 To See What Action the Board Wishes to Take in Regard to EMS Transport

Present to discuss the EMS Transport issue was: Gary Sacco, Fire/Rescue Chief; Ron Morin, of Sugarloaf Ambulance; and Ted Shane, Public Works Director. Mr. Morin gave the Town a Purchase and Sale Agreement, stating Sugarloaf Ambulance will offer the Town of New Gloucester a 2006 Ford E450 Ambulance, previously owned by the Town of Buxton, for \$1.00; any maintenance required over \$500 during ownership will be the responsibility of Sugarloaf Ambulance; before the Town takes ownership, Sugarloaf Ambulance will replace the following: glow plugs; front end alignment; muffler replacement if needed; look into oil leak on back of engine and fix; replace all brake pads if needed; and will replace both front tires; a loaner will be provided if extended maintenance is necessary; and when the Town of New Gloucester is no longer in need of this ambulance, it will be returned to Sugarloaf Ambulance in same condition as received, for \$1.00.

The Board discussed several options: cost of purchasing a new ambulance; purchasing a demo ambulance; purchasing the 2006 Ford from Sugarloaf Ambulance; remount option – new chassis and box from 2006 Ford; time constraints for purchase; and go before Town for a Special Town Meeting.

For full discussions, please review CD at the New Gloucester Library or see replace of meeting on the Town of New Gloucester website (www.newgloucester.com).

Mr. McHenry moved and Mr. Stevens seconded a motion to authorize the Town Manager to enter into a purchase/sale agreement for 2006 Ford E450 Type II Ambulance with Sugarloaf Ambulance for \$1.00, and amendments to agreement to include replacement of both front tires and warranties of box to be transferred to the Town of New Gloucester. The motion carried on a vote of 5-0.

Mr. McHenry moved and Mr. Stevens seconded a motion to attach the signed copy of the Purchase/Sale Agreement to the Minutes of the September 12, 2013, meeting. The motion carried on a vote of 5-0.

Mr. McHenry moved and Mr. Stevens seconded a motion to direct the Town Manager and staff to present the Board with information pertaining to the following: purchase of new ambulance; purchase of a demo ambulance; purchase of a slightly used ambulance; and impact on the equipment replacement schedule, and the Town Manager to report back to the Board a date when this information is available. The motion carried on a vote of 5-0.

Ms. Chase moved and Mr. McHenry seconded a motion to allow up to \$20,000 to purchase additional items for ambulance which includes a cot, stair chair, and life pack monitor mount and staff to provide a list of items and how used.

Mr. Morin said he will supply the life pack monitor mount at no charge to the Town.

Ms. Chase amended her motion to remove the life pack monitor mount and Mr. McHenry seconded. The motion carried on a vote of 5-0.

The Board was given an updated copy of the Standard Operating Guidelines and the FY2014 Rescue Service Pay, as amended by the attorney.

Mr. Libby asked that the major holidays be listed on the FY2014 Rescue Service Pay and notation on bottom of both stating Board approval date.

Mr. McHenry moved and Mr. Berry seconded a motion to approve the Standard Operating Guidelines and FY2014 Rescue Service Pay with the addition of the major holidays and approval date. The motion carried on a vote of 5-0.

4.28 To See What Action the Board Wishes to Take in Regard to Quitclaim Deed

Mr. McHenry moved and Mr. Berry seconded a motion to sign the Quitclaim Deed for Roland & Robert Hale, Map 9 Lot 2-2. The motion carried on a vote of 5-0.

4.29 To See What Action the Board Wishes to Take in Regard to Pole Permits

Mr. McHenry moved and Mr. Berry seconded a motion to approve the Pole Permits as presented. The motion carried on a vote of 5-0.

4.30 To See What Action the Board Wishes to Take in Regard to Road Name Application for Lovers Lane

Mr. McHenry moved and Mr. Stevens seconded a motion to approve the Road Name Application for Lovers Lane. The motion carried on a vote of 5-0.

V. APPROVE FY14 WARRANTS AND PAYROLLS #10 & #11

Mr. McHenry moved and Mr. Stevens seconded a motion to approve FY14 Warrants & Payrolls #10 & #11. The motion carried on a vote of 5-0.

VI. APPOINTMENTS

None.

VII. LEGAL

None.

VIII. WRITTEN COMMUNICATION

A. Approve Minutes of the August 29, 2013, Special Board of Selectmen's Meeting

Ms. Chase moved and Mr. Berry seconded a motion to approve the Minutes of the August 29, 2013, Special Board of Selectmen's meeting. The motion carried on a vote of 5-0.

Mr. McHenry said he wanted to make sure follow-up is done on agenda item 4.24.

IX. ORAL COMMUNICATION

A. Selectmen

Mark Stevens – no comments.

Joshua McHenry – no comments.

Nathaniel Berry – no comments.

Linda Chase – thanked the Town Manager for the update on the Snow Hill Road bridge construction. She said the construction is right on schedule and expected to open November 1.

Steven Libby – said he did a site walk of the Public Water project. He said construction has slowed near the river on Bald Hill Road due to the torrential rains received in the last week. He said the construction crew moved beyond the river and has struck ledge in a couple different areas, which is also slowing down the project. He said the completion date has not changed.

B. Town Manager

Mr. Field said he received an update from the Public Works Director on the Woodman Road project. He said the project will be done the first week of October and is well within the budget.

Mr. Field said he received an unexpected visit from the Department of Labor. He said he has not received the final report but there are minor areas to correct such as items in front of an electrical panel and fire extinguish inspections are to be done monthly.

C. Boards, Department Heads, and Committees

X. ADJOURN

Mr. Berry moved and Mr. Stevens seconded a motion to adjourn at 9:30 p.m. The motion carried on a vote of 5-0.

Approved October 14, 2013

Steven M. Libby, Chairman

Linda D. Chase, Vice-Chairman

Nathaniel L. Berry IV, Selectman

Joshua J. McHenry, Selectman

Mark A. Stevens, Selectman

COPY

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS ENTERED INTO BETWEEN
SUGARLOAF AMBULANCE / RESCUE VEHICLES AND

TOWN OF NEW GLOUCESTER

In consideration of the payment described below, Sugarloaf Ambulance / Rescue Vehicles will transfer ownership of a **2006 Ford E-450, Type III Ambulance**, to the TOWN OF NEW GLOUCESTER.

Unless otherwise noted herein, the purchase price agreed to is due on day of delivery. An inspection of the vehicle, as specified shall be made by the purchaser, prior to receiving the vehicle. Payment, in full, shall be made at this time.

The total price of the vehicle described shall be \$1.00. The vehicle ownership shall be transferred to the TOWN OF NEW GLOUCESTER.

The vehicle shall be insured by the TOWN OF NEW GLOUCESTER for the term of ownership. The value of the described vehicle is \$25,000. A Certificate of Insurance shall be provided showing Sugarloaf Ambulance / Rescue Vehicles as additional Insured.

Any maintenance required during the term of ownership shall be performed and paid for by TOWN OF NEW GLOUCESTER, up to an aggregate limit of \$500. Sugarloaf Ambulance / Rescue Vehicles will be responsible for all repairs and maintenance in excess of the \$500 aggregate limit, unless caused by negligence of the TOWN OF NEW GLOUCESTER.

We shall replace the glow plugs that have been damaged.

We will do a front end alignment, which requires the rear axle to be in line.

After inspection, if the muffler is punctured, it shall be replaced.

We shall investigate the oil leak on the back of the engine, and we shall fix it.

We shall replace the front brake pads and the rear if needed.

We shall replace the front tires, with new tires.

We shall provide Non- Reflective lettering, to match existing font, with NEW GLOUCESTER FIRE / RESCUE both body sides & rear doors.

In the event the vehicle becomes inoperable for more than 24 hours, a loaner ambulance shall be provided at no cost to the town, with the same terms of agreement.

The manufacturers warranties, "Lifetime" Structural Integrity and Electrical Limited to 100,000 Mile Warranty shall be transferred to The Town of New Gloucester.

We shall deliver this vehicle on / or about the 26th of September to New Gloucester and install a VHF radio, provided by New Gloucester.

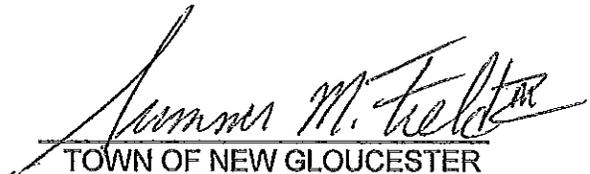
We shall provide a State of Maine Commercial Vehicle Inspection, a State of Maine Temporary Registration, Application for Title and Bill of Sale.

On completion of the agreement, the ownership of the described vehicle shall be transferred to Sugarloaf Ambulance / Rescue Vehicles for the sum of \$1.00. The vehicle shall be returned in the same condition as transferred.

Payment shall be made to Sugarloaf Ambulance / Rescue Vehicles.
The purchaser agrees to pay the amount of \$1.00



Ron Morin


TOWN OF NEW GLOUCESTER

Dated:

9/13/13

Return by fax to 207-645-5222



LIFETIME MODULAR BODY STRUCTURAL WARRANTY

Subject to provisions, limitations and conditions set forth in the warranty, PL Custom Emergency Vehicles hereby warrants to each original purchaser only, that the new emergency vehicle body including body frame, sub-floor, exterior skin, interior cabinets and exterior compartments (exclusive of paint finish) is structurally sound and free from all structural defects of both material and workmanship, and further warrants that it will maintain such structural integrity for the life of the body, providing it remains in the possession of the original purchaser and is in operation of said purchaser.

The above warranty is transferable upon changeover of body to new chassis, providing the work is performed by PL Custom. In the case of the sale of the vehicle, the warranty is also transferable to the new owner, providing that an inspection of vehicle is performed by PL Custom.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by PL Custom and shall be performed solely at PL Custom or a repair facility designated by PL Custom. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser, and in not an item covered by this warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such equipment. PL also requires prompt written notice of all defects to PL Custom or one of its then authorized dealers in the area. This warranty covers defects not resulting from misuse, negligence, accident, abnormal wear

and tear, and alteration of the original parts or adjustments by customer or third party. If any such conditions are not met, this warranty shall become void and unenforceable.

PL Custom Emergency Vehicles reserves the unrestricted right, at any time, to make changes in the design of and/or improvements on its products without thereby imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any non-conforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.

2201 Atlantic Avenue • Manasquan, NJ 08736 • 732-223-1411 • www.plcustom.com

PL Custom Emergency Vehicles is a division of PL Custom Body and Equipment Co., Inc.

Rev. 5/1/2011



LIFETIME ELECTRICAL WARRANTY

Subject to the provisions, limitations, and conditions set forth in this warranty, PL Custom Emergency Vehicles hereby warrants to each original purchaser only, that the PL Custom supplied electrical equipment as listed below, are sound and free of all defects of both materials and workmanship, for the life of the vehicle or 100,000 miles whichever occurs first, providing it remains in possession of the original purchaser and is in operation by said purchaser. This electrical equipment includes; body door post switches, all wire terminals and crimps, main vehicle wiring harness and battery harness cables, relays, rocker switches, automatic/manual reset circuit breakers, voltmeter, battery disconnect switch, all terminal strips, PL installed electrical connections and power distribution panel.

Items not covered under this warranty are alternators, batteries, light bulbs and belts. Batteries and alternator systems are covered by their representative warranties.

The above warranty is transferable upon changeover of body to new chassis, providing the work is performed by PL Custom. In the case of the sale of the vehicle, the warranty is also transferable to the new owner, providing that an inspection of the vehicle is performed by PL Custom.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by PL Custom and shall be performed solely at PL Custom or a repair facility designated by PL Custom. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser, and is not an item covered by this warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such equipment. PL Custom also requires prompt written notice of all defects to PL Custom or one of its then authorized dealers in the area. This warranty covers defects not resulting from misuse, negligence, accident, abnormal wear and tear, and alterations of the original parts or adjustments by

customer or third parties. If any such conditions are not met, this warranty shall become void and unenforceable.

PL Custom Emergency Vehicles, reserves the unrestricted right, at any time, to make changes in the design of and/or improvements on its products without thereby imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any non-conforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.

- Note that components manufactured by others and installed by PL Custom shall be covered by representative warranties.
- The vehicle chassis, chassis components, and applicable body of cab will be warranted in accordance with the standard chassis warranty policy by the manufacturer, normal or extended.
- PL Power Logix and V-MUX systems are covered under separate warranties.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.

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