

**- PUBLIC MEETING -  
Hope Select Board  
Special Meeting at 1:30 p.m.  
December 21, 2023  
Hope Town Office**

**-AGENDA-**

**Call to Order:**

**Agenda Adjustments/Approval:**

**New Business:**

- Select Quote for HCFS Furnace Replacement:

**Adjournment:**

**From:** [Clarence Keller](#)  
**To:** [Samantha Mank](#)  
**Subject:** Fwd: FD Heat  
**Date:** Friday, December 15, 2023 9:47:53 PM

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Sent from my iPhone

Begin forwarded message:

**From:** Brookide Plumbing <[brooksid@tidewater.net](mailto:brooksid@tidewater.net)>  
**Date:** December 14, 2023 at 1:28:59 PM EST  
**To:** Clarence Keller <[hopechief@gmail.com](mailto:hopechief@gmail.com)>  
**Subject:** **FD Heat**

Here it is For The Viessmann wall hung boiler new taco zone relay and necessary piping.

We can reuse the existing exhaust and combustion air holes.

\$ 14,900.00

Timing for this would be late next week.

Mike

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This email has been checked for viruses by Avast antivirus software.  
[www.avast.com](http://www.avast.com)

Simmons Heating and Cooling, LLC  
153 Butler Rd  
Union, ME 04862  
207-975-5555  
simmonsheatcool@gmail.com



## Estimate

**ADDRESS**

Town of Hope  
Hope Corner Fire Station

**ESTIMATE # 1115**

**DATE 12/15/2023**


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DESCRIPTION	QTY	RATE	AMOUNT
Propane boiler install at the Hope Corner Fire Station. Remove old boiler and dispose, install new Viessmann wall hung boiler, connect to existing heat pipes for supply and return, redo the gas black iron piping to accommodate the new boiler just inside the utility room, install new venting piping system as Viessmann requires different style but using same exit holes currently being used, install new electrical upgrade for boiler system by having a thermal cut off at ceiling level and emergency switch outside of the utility room, pipe condensate into the floor drain, install a gas leak alarm in utility room, labor and all materials to complete job. All ME Fuel codes and any applicable NFPA codes will be followed.	1	16,710.00	16,710.00
TOTAL			<b>\$16,710.00</b>

Accepted By

Accepted Date

## INSTALLATION CONTRACT

	<b>Office Location:</b> 241 ROUTE 3 PO BOX 358 SOUTH CHINA, ME 04358 (207)445-52222	<b>Customer's Name and Address:</b> <b>Account #:</b> 121658 TOWN OF HOPE FIRE DEPT. 441 CAMDEN RD. HOPE, MA 04847
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<b>Location:</b> 441 CAMDEN RD., HOPE, ME. 04847
<b>Description of Work:</b> See attached statement of work.
<b>CONTRACT PRICE:</b> <u>\$15,840.45</u> (Proposal good for 30 Days)
<b>Down Payment:</b> <u>\$5,280.15</u> (1/3 down payment of Contract Price is required per credit approval)
<b>Balance Due:</b> <u>\$10,560.30</u> (Balance for the work is due ten (10) days after completion. Past due accounts may be assessed a delinquency charge of 1.5% per month, which is an annual percentage rate of 18%)

**The Work:** The description of the work represents Maritime Energy's best estimate but does not include any latent conditions not apparent at the time the estimate was given. For instance, but not by way of limitation, if conditions beneath the floor or behind the walls of the customer's structure require additional work those costs shall be added and subject to the change order paragraph below.

**Change Orders:** Any alteration or deviation from the above contractual specifications that involve extra cost will be executed only upon the parties entering into a written change order.

**Time of Commencement & Substantial Completion.** The date of the work to be performed under this contract shall be determined once Maritime Energy receives the signed contract and down payment.

Reasonably unavoidable shortages or delays, or other circumstances beyond the control of Maritime Energy, will cause the date for completion to be extended, and the work shall be completed as soon as can reasonably be expected after conditions have been corrected. *If our technicians arrive on the day of the install and cannot complete the work due to circumstances beyond Maritime Energy's control have to come back to finish the install (examples: equipment not onsite, customer not ready for install, electrician not there, etc.) there will be a **MINIMUM of 1 hour labor charged in excess of the contract price.** Execution of change orders will necessarily extend the time for completion by the additional time needed to complete and coordinate the work. Interference by, or delay caused by the customer or his agents will cause the time for completion to be extended by reasonable additional time.*

**Materials and Product Delivery:** All materials, fixtures (if any), appliances (if any), and other items to be provided as part of this agreement shall be finally selected by and purchased through Maritime Energy, unless the parties specifically agree in advance in writing to the contrary. To the extent any item is not the subject of a specific description in this contract or its attachments, the reasonable judgment of Maritime Energy as to such items shall be final and controlling. In the event any item required by this contract to be provided by Maritime Energy is provided by the customer, Maritime Energy may in its discretion, but need not, utilize such item and give a credit for such item, which credit shall reflect a deduction for Maritime Energy's reasonable profit on such item.

**Warranty:** In addition to any additional express warranties agreed to by the parties, Maritime Energy warrants that the work will be free from faulty materials; constructed according to the standards of the **Maine Uniform Building and Energy Code (10 M.R.S.A. §§9721-9725)**; constructed in a skillful manner and fit for habitation. The warranty rights and remedies set forth in the **Maine Uniform Commercial Code** apply to this contract.

**Termination:** This contract may be terminated by either party, without fault of either party, by written notice to the other party, in the event of:

- Death, bankruptcy, insolvency, or legal incapacity of any customer.
- Act of God making performance hereof impossible or unreasonably impractical within the term of the contract as reasonably extended as found under **Time of Commencement & Substantial Completion.**

## INSTALLATION CONTRACT

In the event of termination under this subsection, Maritime Energy shall be entitled to payment of the portion of the contract price attributable to work performed as of the date of termination, whether invoiced or not, upon payment of which all further obligations of either party to the other under this contract shall cease.

This agreement may be terminated by Maritime Energy, without fault attributed to it. In the event of termination of this agreement, Maritime Energy shall be entitled to recover from the customer the net lost profit from this contract occasioned by such termination, which shall be invoiced and paid. Nothing in this section limits the rights or remedies available to either party under this contract or other applicable law.

**Restocking Fee:** If the customer cancels this contract prior to the install, a 10% restocking fee may be charged for all parts ordered for the job. One hour labor cost may be charged if Maritime's technicians are unable to complete their scheduled work due to reasons beyond their control (i.e. contractor not ready, no one home, etc.)

**Propane Tank Equipment & Fees:** Tanks, cylinders and gas regulating equipment will remain the property of Maritime Energy at all times. Tank rental fees may be imposed based the use and usage of propane for this account. In addition If the customer decides to swap companies and Maritime Energy has to pick up the propane tank(s) we may keep 20% of the volume of propane in the tanks or charge a pick up fee of \$85 per tank (whichever is greater) for propane tanks with a capacity of 120 gallons or less. If it's a larger tank, the pickup fee will be the labor per person based upon total time spent, including travel time and cost of materials.

**Service Plan:** Maritime Energy will automatically add a service plan to the customer's account above when any new boiler or furnace is installed. The service plan will bill 1 year after the initial install date, the customer will have the option at that time to cancel the service plan within 30 days of it being billed for a full refund or if after 30 days the service plan refund may be a prorated amount based upon the number of months the customer had protection under the service plan, no refund will be given if service work was performed while the service plan was in effect.

**Resolution of Disputes:** If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by entering into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.

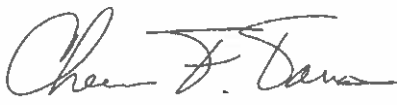
**Consumer Protection Warning:** Consumers are strongly advised to call the Attorney General (1-800-436-2131) or visit the Attorney General's publicly accessible website ([www.maine.gov/ag](http://www.maine.gov/ag)) to gather current information on how to enforce their rights when constructing or repairing their homes.

Contracts written for \$3,000.00 or more will include a copy of the "Maine Attorney General Home Construction Warning", as an attached addendum.

**Contract Acceptance:** Each party must receive a copy of this signed contract before work can be started.

**Customer Printed Name:** TOWN OF HOPE FIRE DEPT.

**Customer's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contractor's Signature:**  **Date** (12/19/2023):  
Chuck Towns

## INSTALLATION CONTRACT

### STATEMENT OF WORK (SOW)

The performance of the Services pursuant to this Statement of Work (SOW) shall be governed by and subject to the terms and conditions set forth in the Installation Contract agreed upon by both parties.

**LOCATION OF WORK TO BE PERFORMED AT:** 441 CAMDEN RD., HOPE, ME. 04847

**DESCRIPTION OF WORK TO BE PERFORMED:**

PRICE FOR MARITIME ENERGY WILL PROFESSIONALLY INSTALL (1) VISSMANN BIHE-150 100W VITODENS CU3A 160 HEAT ONLY L.P. GAS BOILER IN MACHANICAL ROOM. THE BOILER IS TO BE INSTALLED ON BACK WALL THEN CUT AND RETROFIT EXISTING VENTING TO NEW BOILER. THIS INSTALL CONSISTS OF A LOT MORE RE-PIPING OF BOILER AND WILL BE A LOT MORE LABOR CONSUMING. MARITIME WILL INSTALL NEW BOILER IN CONJUNCTION WITH THE EXISTING ZONES OF RADIANT AND CONVECTION HEATING. MARITIME ENERGY WILL USE ALL EXISTING PIPING TO INSTALL NEW BOILER IN PLACE OF THE OLDER BOILER. MARITIME ENERGY WILL INSTALL ALL PROPANE LINES, ELECTRICAL, VENTING, AND ALL FITTINGS NEEDED TO INSTALL NEW BOILER. AFTER COMPLETION OF BOILER INSTALL A PRESSURE TEST AND GAS CHECK WILL BE PREFORMED. THIS INSTALL WILL ALL BE DONE IN DIRECT RELATIONSHIP TO ALL CODES AND MANUFACTURERS SPECS. ANY ADDITIONAL WORK OTHER THAN THE BEFORE MENTIONED QUOTE WILL BE THE RESPONSIBILITY OF THE CUSTOMER.

THANK YOU, MARITIME ENERGY

**Customer Printed Name:** TOWN OF HOPE FIRE DEPT.

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# INSTALLATION CONTRACT

Customer's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Signature:                     *Chuck F. Towns*                     Date

Chuck Towns

## INSTALLATION CONTRACT



Office Location:  
241 ROUTE 3  
PO BOX 358  
SOUTH CHINA, ME 04358  
(207)445-52222

Customer's Name and Address:  
Account #: 121658  
TOWN OF HOPE FIRE DEPT.  
441 CAMDEN RD.  
HOPE, MA 04847

**Location:** 441 CAMDEN RD., HOPE, ME. 04847

**Description of Work:** See attached statement of work.

**CONTRACT PRICE:** 13667.40 (Proposal good for 30 Days)

**Down Payment:** \$4,555.80 (1/3 down payment of Contract Price is required per credit approval)

**Balance Due:** \$9,111.60 (Balance for the work is due ten (10) days after completion. Past due accounts may be assessed a delinquency charge of 1.5% per month, which is an annual percentage rate of 18%)

**The Work:** The description of the work represents Maritime Energy's best estimate but does not include any latent conditions not apparent at the time the estimate was given. For instance, but not by way of limitation, if conditions beneath the floor or behind the walls of the customer's structure require additional work those costs shall be added and subject to the change order paragraph below.

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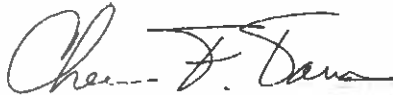
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**Contractor's Signature:**  **Date** ):

Chuck Towns

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THANK YOU, MARITIME ENERGY

**Customer Printed Name:** TOWN OF HOPE FIRE DEPT.

**INSTALLATION CONTRACT**

**Customer's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contractor's Signature:**                                 *Chuck J. Towns*                                 **Date**   
  Chuck Towns