



Freeport Fire Rescue

4 Main Street
Freeport, Maine 04032
(207) 865-3421 Office
(207) 865-2858 Fax

To: Caroline Pellitier, Interim Town Manager
Freeport Town Council

From: Paul Conley, Fire Chief *PC*

Date: September 26, 2023

Re: Storage and Use Engine 1

With the arrival of the 2022 Pumper/Tanker we have two pieces of fire apparatus out of service as response for Freeport. Tank 2 was recently sold through a bid process. The bid announcement listed both the tank truck and fire engine. We received no bids on the fire engine. The department is evaluating our next step in selling the equipment. Two main considerations are a drop in the minimal bid amount and using a used fire equipment dealer.

A consideration for us is the housing of Engine 1, as we proceed in selling the engine. We received a request from the Town of Yarmouth Fire Department to enter into an agreement to house the engine in Yarmouth's North Road station and to utilize the apparatus while in search for a buyer.

I have attached the letter from Yarmouth Fire Department Chief spelling out their proposal which is mutually beneficial to both communities.

Freeport has entered into a similar agreement with the Town of Durham when we had a spare ambulance to house. A copy of the Memorandum of Understanding with Durham for storage and use of the Rescue is attached.

I will be happy to answer any question the Council may have about this joint agreement.



YARMOUTH MAINE

DATE: September 20, 2023
TO: Paul Conley, Freeport Fire Chief
FROM: Michael Robitaille, Fire Chief
RE: Apparatus Loan

In December 2022 the Yarmouth Fire Rescue Department experienced a catastrophic failure of one of our front-line fire engines. This unit served as one of the primary trucks in the town of Yarmouth. The Town of Yarmouth is aware that you placed out of service a Pierce fire engine and this unit is currently being stored outdoors in the elements. Whereas the Town of Yarmouth is currently down a primary fire engine this has affected our mutual aid responses as we are limited in providing resources and now must rely on more out of town resources. The Town of Yarmouth would be interested in the Freeport fire engine on a loaner program until such time as you are able to sell the apparatus, or we purchase a new truck. The town understand that a contract would need to be written and we would take full responsibility of insuring and covering all vehicle repair costs.

We also understand that this agreement will allow us to continue providing mutual aid support to your community and those in the surrounding area. Please let me know if this possible and if so what must the Town of Yarmouth do to make this agreement possible.

Thank you,

Michael Robitaille
Fire Chief

Michael S. Robitaille | Fire Chief
207-846-2410 | mrobitaille@yarmouth.me.us
178 North Road, Yarmouth, ME 04096

Memorandum of Understanding

Draft

This Memorandum of Understanding between the Town of Freeport Fire Department (Hereinafter Freeport) and the Town of Yarmouth Fire Department. (Hereinafter Yarmouth) is set in place this.

____ day of _____, in the year Two Thousand and twenty-three (2023) in regard to the use and placement of a Pierce fire engine.

Engine 1 will remain the sole property of Freeport.

Yarmouth will place engine 1 under their insurance policy until such a time the engine is sold, or Yarmouth no longer needs the fire engine.

Freeport agrees the fire engine can be used in mutual aid calls for service.

Engine 1 will be stored at the Yarmouth fire station. On North Rd.

Yarmouth will conduct all appropriate vehicle checks at least monthly.

Mechanical Service will be the responsibility of Yarmouth.

Yarmouth further agrees to cover including deductibles if the fire engine is damaged.

Yarmouth will allow access to the station to show potential bidders during reasonable business hours.

Freeport Fire Chief _____ Yarmouth Fire Chief _____

Freeport Town Manager _____ Yarmouth Town Manager _____

Draft

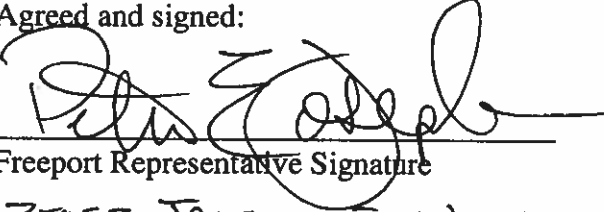
Memorandum of Understanding

This memorandum of Understanding between the Town of Freeport ~~Fire Rescue~~ Department (hereinafter Freeport) and the Town of Durham Fire Rescue (hereinafter Durham) is set in place this ~~14th~~ day of April, in the year Two thousand and ten (2010) in regards to the use and placement of the ambulance Rescue 5.

1. Rescue 5 will remain the sole property of Freeport.
2. Rescue 5 will be housed primarily in Durham in their Fire Station located at _____
Hallowell Road, Durham Maine, 04222.
3. Freeport will maintain municipal insurance on Rescue 5, with coverage of minimal \$1,000,000 aggregate.
4. Freeport will provide regular maintenance for Rescue 5 at the location on Hunter Road through their Public Works Department. This will need to be prescheduled. Transportation of Rescue 5 will be done by Durham if staffing available. If not arrangements will be made with Freeport staffing to bring Rescue 5 back and forth for maintenance.
5. Emergency service of Rescue 5 will be handled by the Freeport Public Works Department. Towing will need to be arranged through Freeport dispatch services 865-4800 or the main office 865-3421.
6. Durham will conduct all appropriate checks of the truck on at least a weekly basis.
7. Drug Box logs will be maintained and check daily. Replacement drug boxes due to broken seal or expiration date, and narcotics used will be the responsibility of the Town that Rescue 5 is housed in at the time replacement is needed according to their current policy.
8. Durham will provide a Zoll Cardiac Monitor for Rescue 5. This will replace the AED/EKG Monitor currently located on Rescue 5. If Rescue 5 goes into service at Freeport, the Zoll Monitor will be removed and left with Durham until such time that Rescue 5 returns to Durham.
9. Rescue 5 will be available to Durham for emergency services while housed at their location. All members driving and operating Rescue 5 will have had appropriate training through Durham Fire Rescue, and will be members/employees of Durham. Durham will have appropriate training records available on site for all members.
10. Rescue 5 will be available to Freeport for multiple calls for service (generally non-emergency) if not currently on a call for Durham. If Durham has staffing available, they will bring the truck to Freeport. If no staffing is available, Freeport will send staff to pick up Rescue 5. All requests for usage will be done via telephone to the Durham office or through dispatch at Androscoggin County if no one answers at the Durham Fire Station. All mutual aid calls for emergency service will be handled as always.
11. Rescue 5 will be made available to Freeport for replacement of a truck out of service for an extended period of time. If Rescue 5 is currently on a call for service, it will be available as soon as possible following return from that call for service.

12. Freeport will maintain Rescue 5 on their Service License available to the ALS level.
13. All disposable supplies used on Rescue 5 will be replaced by the service having used the supplies respectfully.
14. Any damage of Rescue 5 done during a call for service will be covered under the insurance policy, however the \$1,000 deductible will be paid by the responsible Town that was utilizing the truck for the call for service.
15. Both Towns agree to pay their own employees/personnel for time on calls for service or other approved payroll time. If Durham employees provide non-emergency service for Freeport, Durham will be allowed to bill Freeport for reimbursement of those payroll hours, however the employees will need to be paid directly from Durham as they are employees for Durham and not Freeport. This reimbursement will be a one for one exchange where no added fees will be allotted.

Agreed and signed:


Freeport Representative Signature

04/02/13
Date Signed

PETER JOSEPH, TOWN MANAGER
Freeport Representative Printed/Title

And

Durham Representative Signature

Date Signed

Durham Representative Printed/Title

This Agreement will remain in effect for a period of one (1) year and will need to be renewed on an annual basis. Either party may agree to nullify this agreement with written (14) fourteen day notice to the other.