

**TOWN OF OLD ORCHARD BEACH
TOWN HALL CHAMBERS
TOWN COUNCIL MEETING
Tuesday, June 16, 2020**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, June 16, 2020. Chair Thornton opened the meeting at 6:32 p.m.

The following were in attendance:

Chair Joseph Thornton
Vice Chair Shawn O'Neill
Councilor Kenneth Blow
Councilor Jay Kelley
Town Manager Larry Mead
Assistant Town Manager V. Louise Reid

Absent: Councilor Michael Tousignant

ACCEPTANCE OF MINUTES: Accept the Town Council Minutes of June 2, 2020.

MOTION: Councilor Kelley motioned and Vice Chair O'Neill seconded to Accept the Minutes as read.

VOTE: Unanimous.

EMERGENCY ITEMS ADDED:

CHAIR: I am asking that we add to the beginning of the Meeting this evening, Agenda Item 7233 following Agenda Item 7232:

7233 Discussion with Action: Order authorizing the Town Manager to enter into a Contract Agreement with Gorill Palmer for a Traffic Safety and Mobility Study at the Intersection of Saco Avenue, Ocean Park Avenue, Temple Avenue and Old Orchard Avenue, in the amount of \$50,000; the cost of which will be shared equally between the Town and Maine Department of Transportation, as previously approved March 19, 2020, from Account Number 50002-50506, Capital Improvements – Road Maintenance Improvements , with a balance of \$264,178.86.

MOTION: Councilor Blow motioned and Vice Chair O'Neill seconded to Add Agenda Item 7233 as read.

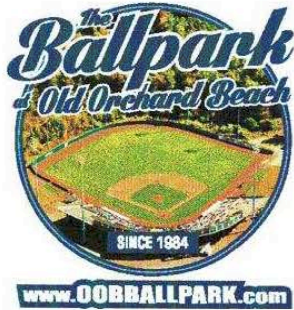
CHAIR: I am asking that we add to Public Hearing - Business Licenses and Approval – Alex Chou (316-13-10), 18 Union Avenue, one year round rental; Stephen Fichera (312-15-3), 9 & 11 Central Park Avenue, two year round rentals; Jason Stoddard (208-1-9-2), 3 Hope Terrace, on year round rental; and Cary Seamans (208-1-9-5), 9 Hope Terrace, one year round rental.

CHAIR: I am asking the Council to add an Emergency Item to the Public Hearing – Business Licenses and Approval.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to add to Public Hearing - Business Licenses and Approval –Alex Chou (316-13-10), 18 Union Avenue, one year round rental; Stephen Fichera (312-15-3), 9 & 11 Central Park Avenue, two year round rentals; Jason Stoddard (208-1-9-2), 3 Hope Terrace, on year round rental; and Cary Seamans (208-1-9-5), 9 Hope Terrace, one year round rental.

VOTE: Unanimous.

GOOD AND WELFARE:



Ballpark Quarterly Report Fiscal Year 2020 - 3rd Quarter

Report spokesperson: Chairman John Gallo

In accordance with the Ballpark Ordinance sec. 2-403, the Ballpark Quarterly Report for the FY2020-3rd Quarter, (January 1, 2020 through March 31, 2020) is hereby submitted to the Old Orchard Beach Town Council.

Much of this work is organized and coordinated through the Ballpark Manager, Guy Fontaine.

FY20-3rd Quarter, January 1, 2020 thru March 31, 2020

- During the FY20-3rd Quarter, January 1, 2020 through March 31, 2020 The Ballpark was closed to activities and there is little to report about field use.
- Winter maintenance on all Ballpark mowers and equipment is being performed in the Ballpark garage at this time. This is to ensure all equipment is ready for another season of use by April 1st. This includes oil replacement, lubrication and needed repairs and upgrades.
- Winter snow clearing was done after each snow event to ensure access to all buildings is available for maintenance and emergencies should it be required. This snow clearing is done by Guy Fontaine using the Ballpark Kubota.

- Election of officers & reappointments of Commissioners were held at our first meeting in January. The following officers were re-elected:

Chair:	John Gallo
Vice Chair:	Jerome Plante
Secretary:	Melissa Clark

In February, the Ballpark Operations Manager attended the Town Job Fair. It was very well presented and we were able to pick up several possible summer employees

- Many booked events were placed in jeopardy for April/May timeframe due to the Covid-19 Virus
- Will continue to monitor the situation and follow all mandated guidelines
- The Ballpark manager and Commission are working to determine how Covid-19 will affect the FY 2021 Ballpark budget.

- The Ballpark Manager continues to work with users to reserve dates and organize bookings so that normal use of The Ballpark can continue as soon as virus restrictions are removed. It appears the Ballpark will have a fully booked 2020 season.

Looking Forward:

The Ballpark Operations Manager and the Ballpark Commission continue to explore additional uses of The Ballpark and to find a collegiate or professional team that will operate as a Home Team at The Ballpark with a full schedule of games and increase both the fan base and The Ballpark revenue. The Ballpark manager has been in constant contact with the director of the Frontier League exploring the possibility of a permanent AA Professional Team being brought to the Ballpark for 2021

We are always looking for new ideas to expand The Ballpark's value to the local communities and invite anyone who has an idea for a new event or use of The Ballpark facility to please contact The Ballpark Commission or Operations Manager. You do not need to be a resident of Old Orchard Beach to have a fantastic idea! We invite comments from anyone. We also want to hear from you if you think we are doing something wrong or if you have an idea of how we could do something better.

Special Acknowledgements:

We wish to thank the Town Manager, Larry Mead, and the Town Council for their continued support of The Ballpark. We also wish to acknowledge the support provided by the Finance, Public Works and Recreation Departments throughout the year.

And finally, we want to thank the residents of Old Orchard Beach, Saco, Biddeford, Scarborough and all the other nearby communities who come to the events in The Ballpark. Although The Ballpark is physically located in Old Orchard Beach it is, in fact, Everyone's Ballpark with hundreds of baseball games, concerts, and other events each year. Most of these events are free to the public and all are family oriented. These events bring tens of thousands of users and visitors how take advantage of our Motels, Restaurants and other services.

Respectfully Submitted,

John Gallo, Ballpark Commission Chair

PUBLIC HEARING: July 14, 2020 Election – Referendum Question # 1:

CHAIR: I open this Public Hearing at 6:42 p.m.

“Shall Order #2020--1A entitled, “Order to Authorize and Appropriate up to \$1,000,000 local funds and to Appropriate \$1,000,000 in Federal Grant Funds for a Community Development Block Grant Infrastructure Improvements Project” be adopted?

CHAIR: I close this Public Hearing at 6:42 p.m.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Adopt the Order #2020--1A entitled, “Order to Authorize and Appropriate up to \$1,000,000 local funds and to Appropriate \$1,000,000 in Federal Grant Funds for a Community Development Block Grant Infrastructure Improvements Project.”

VOTE: Unanimous.

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

CHAIR: I open this Public Hearing at 6:42 p.m.

Michael Histen dba/Dragonfly Apartments (206-31-22), 28 Staples Street, two year round rentals and one seasonal rental; Linnea Bradbury dba/Diamonds & Curls Salon (210-2-60), 3 Ryefield Drive, Beauty Shop; Susan Sheehan (201-2-5), 214 East Grand Avenue, one year round rental; Joan McWilliams dba/JMC Realty Trust (305-2-1-46), 31 East Grand Avenue, Unit #46, one year round rental; Edwin & Elinda Bones (312-6-2), 32 Fern Avenue, one year round rental; Paul Vose (105A-1-600-20A), 52 Wild Dunes Way, #20A, one year round rental; Kevin & Mary Ann Beaulieu dba/Atlantic Developers, Inc. (107-1-417), 4 Mary’s Way, one year round rental; Kevin & Mary Ann Beaulieu dba/Atlantic Developers, Inc. (208-1-9-4), 7 Hope Terrace, one year round rental; David Onessimo (312-6-4), 24 Fern Avenue, one year round rental; Ryan Ahearn dba/Powderhorn Family Camping (104-1-1), 48 Cascade Road, Victualers w/preparation – Beer & Wine; and Alex Chou (316-13-10), 18 Union Avenue, one year round rental; Stephen Fichera (312-15-3), 9 & 11 Central Park Avenue, two year round rentals; Jason Stoddard (208-1-9-2), 3 Hope Terrace, on year round rental; and Cary Seamans (208-1-9-5), 9 Hope Terrace, one year round rental.

CHAIR: I close this Public Hearing at 6:43 p.m.

MOTION: Councilor Kelley motioned and Vice Chair O’Neill seconded to Approve the Business Licenses as read.

VOTE: Unanimous.

PUBLIC HEARING AMUSEMENT PERMITS AND APPROVAL:

CHAIR: I open this Public Hearing at 6:44 p.m.

William & Linda Neumann dba/Last Call, Inc. (206-31-19-A), 4 First Street, Live Bands, Amplified, Inside – 8:30 – 12:30 a.m. (change from last year when it was 11:a.m. to 1:00 a.m.

CHAIR: I close this Public Hearing at 6:44 p.m.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the Amusement Permit as read.

VOTE: Unanimous.

TOWN MANAGER'S REPORT:

The Town Manager gave a report on the hours that Town Hall is open as it involves the COVID-19 Epidemic. He explained the safety issues being taken through the community and thanked everyone for their attention to this important issue and maintaining the health of the community. He spoke about the July 21st meeting being in person in the Town Hall Chamber and that attendance would be limited as required by the State. He reminded everyone about the July election and those items to be considered. He thanked the residents for their attention to the wearing of masks. The polls will be open at the High School from 8 a.m. to 8 p.m. on Election Day. Due to Governor Mills' Executive Order and the Secretary of State's Guidelines, we are limited on the amount of people allowed in the Gym (including workers), and there will be six-foot social distancing while waiting in line, while you are at the Voting Booth and while you are at the Voting Machines. Please plan to spend time at the High School. The way the Gym will be set up to accommodate these guidelines will look different, with a limited amount of incoming voting list tables, voting booths and voting machines. The curtains will also be removed from each voting booth. To protect yourself and the staff, we are encouraging voting by absentee ballot. It is easy, it is safe and it is secure. You can request an absentee ballot by calling the Town Clerk's Office at 934-4042, or you can request your ballot through the State's website 24/7, and it is forwarded to the Town Clerk's Office, and your absentee ballot will be sent to you. Your options of mailing the ballot back at a cost to you, or dropping it off at the Town Clerk's Office during office hours is no longer your only option. We now have a drop box in front of the doors facing Portland Avenue. You or an immediate family member can place the absentee ballot in the drop box 24/7 up until 8 p.m. on Election night, July 14th. **MAKE SURE YOU HAVE SIGNED THE BACK OF THE ENVELOPE.** State Law does not allow us to accept the absentee ballot back under any circumstances unless the envelope is signed. If they go to the Town Clerk's web page, they can find the link to the State's website for requesting absentee ballots. As always they can call us with any questions at all, including what party they are registered as.

NEW BUSINESS:

7224 Discussion with Action: Cancel the Regular Town Council Meeting of Tuesday, July 7th, 2020.

MOTION: Councilor Kelley motioned and Vice Chair O'Neill seconded to Cancel the Regular Town Council Meeting of Tuesday, July 7th, 2020.

VOTE: Unanimous.

7225 Discussion with Action: Amend Order # 7216 to change the interest rate for delinquent FY21 property taxes from 9% to 8% to conform to the maximum interest rate as set by the Treasurer of State.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Amend Order # 7216 to change the interest rate for delinquent FY21 property taxes from 9% to 8% to conform to the maximum interest rate as set by the Treasurer of State.

VOTE: Unanimous.

7226 Discussion with Action: Approve the line item transfer for the Fire Department in the amount of \$20,000 from Account Number 20138-50453 - Vehicle Repair Expense, with a balance of \$28,947.75; and \$30,000 from Account Number 20138-50501 – Operating Supplies Expense, with a balance of \$33,419.03; and \$5,000 from Account Number 20138-50452 - Operating Equipment Repair Expense, with a balance of \$11,664.87; and \$5,000 from Account Number 20138-50310 - Service Contract Expense, with a balance of \$8,713.24; and \$15,000 from Account Number 20197-50330 – Lease Debt Service Expense, with a balance of \$24,096.71; to Account Number 20138-50111 - Overtime Expense with a balance of (\$53,016.77).

Discussion with Action: Approve the line item transfer for the Fire Department in the amount of \$4,000 from Account Number 20197- 50330 - Lease Debt Service Expense, with a balance of \$24,096.71; to Account Number 20138-50120 - Call Force Wage Expense, with a balance of (\$2,596.05).

Discussion with Action: Approve the line item transfer for the Waste Water Department in the amount of \$3,000 from Account Number 20161-50501 - Operating Supplies Expense, with a balance of \$28,911.00; to Account Number 20161-50405 - Heating Fuel Expense, with a balance of (\$2,307.56).

Discussion with Action: Approve the line item transfer for General Assistance in the amount of \$30,000 from Account Number 20118-50350 - Contingency Expense, with a balance of \$150,000; to Account Number 20191- 50345 – General Assistance Expense, with a balance of (\$24,628.50).

Discussion with Action: Approve the line item transfer for the Police Department in the amount of \$6,000 from Account Number 20131- 50501 – Operating Supplies Expense, with a balance of \$8,131.48; and in the amount of \$4,976.91 from Account Number 20131-50510 - Vehicle Fuel Expense, with a balance of \$16,459.23; to Account Number 20131-50450 – Building Repair Expense, with a balance of (\$10,976.91)

MOTION: Vice Chair O’Neill motioned and Councilor Kelley seconded to Approve the Line Item Transfers as read.

VOTE: Unanimous.



Town of Old Orchard Beach

Treasurer - Finance Director
OOB Town Hall
1 Portland Avenue
OOB, ME 04064

Diana H. Asanza
Telephone: (207) 937-5622
Fax: (207) 937-5722
Email: dasanza@oobmaine.com

June 10, 2020

TO: Town Council Members
FROM: Diana H. Asanza, Treasurer – Finance Director
CC: Larry S. Mead, Town Manager

RE: FY 21 Interest Rate for Delinquent Taxes

Dear Town Council,

Each year, the Office of the State Treasurer posts the maximum allowable rate that municipalities may apply to delinquent property taxes, based on 36 M.R.S. §505(4). In January 2020 the State Treasurer's office mistakenly posted that rate as 9%, however the maximum rate is 8%. At the June 2, 2020 Council meeting, the agenda item presented for your approval was for 9%, therefore I am requesting an adjustment to 8%.

Sincerely,

Diana H. Asanza

Maine Office of the Treasurer

Home → Revenue Sharing → Delinquent Tax Rates

Delinquent Tax Rates

Municipalities may, by vote, determine the rate of interest that shall apply to taxes that become delinquent during a particular taxable year until those taxes are paid in full. The maximum rate of interest that can be charged per Title 36, M.R.S.A. Section 505.4 is as follows:

<i>Taxable Year</i>	<i>Maximum Rate</i>
2020	8.00%
2019	9.00%
2018	8.00%
2017	7.00%
2016	7.00%
2015	7.00%
2014	7.00%
2013	7.00%
2012	7.00%
2011	7.00%
2010	7.00%
2009	7.00% up to 9.00%
2008	11.00%
2007	12.00%
2006	11.00%
2005	7.75%
2004	6.50%
2003	7.00%
2002	6.75% up to 8.75%
2001	11.50%
2000	10.75%
1999	10.00%
1998	10.75%
1997	10.50%
1996	10.75%
1995	10.75%
1994	10.00%
1993	10.00%
1992	10.00%
1991	12.00%

If you have any questions about this information, please feel free to contact my Office.

Credits

From: Hudson, Laura <Laura.Hudson@maine.gov>
Sent: Friday, June 5, 2020 2:04 PM
To: Hudson, Laura <Laura.Hudson@maine.gov>
Subject: 2020 Maximum Rate for Delinquent Property Taxes: Important Update

EXTERNAL: This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. Do not click links or open attachments unless you recognize the sender address and know the content is safe.

Each year, the Office of the State Treasurer posts the maximum allowable rate that municipalities may apply to delinquent property taxes, based on 36 M.R.S. §505(4) which requires the use of the Wall Street Journal (WSJ) prime rate. In January 2020 our office mistakenly posted that rate as 9%. The 2020 maximum rate is 8% as posted [here](#).

We apologize for this error and hope that by notifying you as early as possible, you can make necessary adjustments immediately. If your municipality has been affected, please contact me in our office.

Regards,

Henry E. M. Beck, Esq. | Maine State Treasurer | Office of the State Treasurer
39 State House Station | Augusta, Maine 04333-0039
Burton M. Cross Building, 111 Sewall Street, 3rd Floor
p. 207.624.7477 | TTY Maine Relay 711 | henry.e.m.beck@maine.gov
www.maine.gov/treasurer | www.maine.gov/upsearch |
he/him/his

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7227 Discussion with Action: Grant Police Officers who are fully State certified and graduated from the Maine Criminal Justice Academy's Basic Law Enforcement Training Program optional Police powers pursuant to Title 30, 2671(2A) of the Maine Revised Statues.

MOTION: Councilor Kelley motioned and Vice Chair O'Neill seconded to Grant Police Officers who are fully State certified and graduated from the Maine Criminal Justice Academy's Basic Law Enforcement Training Program optional Police powers pursuant to Title 30, 2671(2A) of the Maine Revised Statues.

VOTE: Unanimous.

Title 30-A: MUNICIPALITIES AND COUNTIES

Part 2: MUNICIPALITIES

Subpart 3: MUNICIPAL AFFAIRS

Chapter 123: MUNICIPAL OFFICIALS

Subchapter 4: LAW ENFORCEMENT OFFICERS

§2671. Police officers

1. Appointment. Except as provided by charter, ordinance or section 2636, subsection 6, the municipal officers may appoint police officers for a definite term, and control and fix their compensation. Police officers, including chiefs of police, may be removed for cause after notice and hearing.

A. Before appointing any law enforcement officer, the municipal officers shall investigate the qualifications and background of any person being considered for appointment. This includes investigating the applicant's abilities, reputation for truthfulness and respect for the law. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. An appointed law enforcement officer is subject to the training requirements of Title 25, chapter 341. [PL 1993, c. 349, §64 (AMD).]

C. Notwithstanding section 2526, residency in the State is not a condition of initial or continued appointment as a municipal police officer. [PL 1989, c. 279, §1 (NEW).]

[PL 1993, c. 349, §64 (AMD).]

2. Powers. Police officers may serve criminal and traffic infraction processes and arrest and prosecute offenders of the law. A police officer has all the statutory powers of a constable, unless limited by charter or ordinance. No police officer has any authority in criminal or traffic infraction matters beyond the limits of the municipality in which the officer is appointed, except to:

A. Recapture a prisoner whom the officer has arrested and who has escaped; [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Take a person before the District Court; [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Execute a mittimus given to the officer by the District Court; [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. Pursue a person who has gone into another municipality and for whose arrest the officer has a warrant; [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. Arrest a person who travels beyond the limits of the municipality in which the officer is appointed when in fresh pursuit of that person. This paragraph applies to all crimes and traffic infractions. As used in this paragraph:

(1) With respect to Class A, Class B and Class C crimes, the term "fresh pursuit" is defined in Title 15, section 152; and

(2) With respect to Class D and Class E crimes and traffic infractions, "fresh pursuit" means instant pursuit of a person with intent to apprehend; or [PL 1989, c. 104, Pt. C, §§8, 10 (AMD); PL 1989, c. 104, Pt. D, §6 (AMD).]

F. As provided for in section 2674. [PL 1989, c. 104, Pt. A, §23 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1989, c. 104, Pt. C, §23, Pt (AMD); PL 1989, c. 104, Pt. D, §6 (AMD).]

2-A. Optional powers. Notwithstanding subsection 2, municipal officers may authorize a municipality's police officers who have met the requirements of Title 25, section 2804-C to perform any of the acts described in Title 17-A, section 15 while the police officers are outside the jurisdiction in which they are appointed if, when possible, the law enforcement agency of a foreign municipality in which the arrest is to be made is notified in advance or, when not possible, the law enforcement agency of the foreign municipality in which the arrest has been made is notified immediately after the arrest.

A. [PL 2003, c. 233, §4 (RP).]

B. [PL 2003, c. 233, §4 (RP).]

[PL 2003, c. 233, §4 (AMD).]

2-B. Liability. When a municipal police officer makes an arrest, as authorized in subsection 2-A or subsection 4, outside of jurisdictional limits of the municipality in which the police officer is appointed, that police officer has the same immunity from tort liability and all of the pension, relief, disability, workers' compensation, insurance and any other benefits the police officer enjoys while performing duties within the police officer's appointing municipality.

[PL 2005, c. 320, §1 (AMD).]

3. Representation of the municipality in District Court. The municipal officers may authorize a law enforcement officer certified by the Maine Criminal Justice Academy, under Title 25, section 2803-A,

subsection 1, to represent the municipality in District Court in the prosecution of alleged violations of ordinances which the officer may enforce. Under this subsection, the municipal officers may delegate their power to authorize law enforcement officers to represent the municipality to the municipality's full-time chief of police.

[RR 2007, c. 1, §16 (COR).]

4. Multijurisdictional crimes. If there is probable cause to believe that more than one theft, forgery or negotiation of a worthless instrument committed pursuant to one scheme or course of conduct by the same or several persons has occurred in more than one municipal jurisdiction, a police officer in a municipality in which at least one of the thefts, forgeries or negotiations of worthless instruments was committed may investigate and assist in the prosecution of all the related thefts, forgeries or negotiations of worthless instruments, with the express authorization of the police officer's municipal officers.

[PL 2005, c. 320, §2 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §§A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§A23,C8,C10 D6 (AMD). PL 1989, c. 279, §1 (AMD). PL 1993, c. 349, §64 (AMD). PL 1993, c. 594, §2 (AMD). PL 2003, c. 233, §4 (AMD). PL 2005, c. 320, §§1,2 (AMD). RR 2007, c. 1, §16 (COR).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.
If you need legal advice, please consult a qualified attorney.

[Office of the Revisor of Statutes \(mailto:webmaster_ros@legislature.maine.gov\)](mailto:webmaster_ros@legislature.maine.gov) 7 State House Station State House Room 108 Augusta, Maine 04333-0007

Data for this page extracted on 12/05/2019 18:05:26

Title 25: INTERNAL SECURITY AND PUBLIC SAFETY
Part 8: MAINE CRIMINAL JUSTICE ACADEMY
Chapter 341: THE MAINE CRIMINAL JUSTICE ACADEMY

§2804-C. Basic law enforcement training; core curriculum requirements

(CONTAINS TEXT WITH VARYING EFFECTIVE DATES)

1. **Required.** As a condition to the continued employment of any person as a full-time law enforcement officer by a municipality, a county, the State or any other nonfederal employer, that person must successfully complete, within the first 12 months of initial full-time employment, the basic training course at the Maine Criminal Justice Academy approved by the board. If a person's failure to comply with this requirement was a result of that person's failure to satisfy any of the admission standards applicable to the basic training course and that person is subsequently employed as a full-time law enforcement officer within 12 months of termination of the initial employment by a municipality, a county, the State or any other nonfederal employer, the person must have satisfied all the admission standards established by the board prior to the time of hire. As a condition of continued employment as a full-time law enforcement officer, the officer must satisfactorily maintain the basic certification by completing the recertification requirements prescribed by the board. The board, under extenuating and emergency circumstances in individual cases, may extend the 12-month period for not more than 180 days. The board also, in individual cases, may waive the basic training requirement when the facts indicate that an equivalent course has been successfully completed.

[PL 2013, c. 147, §29 (AMD).]

2. Core curriculum requirements.

[PL 1993, c. 744, §6 (RP).]

2-A. Probationary employment period. Upon being hired, a law enforcement officer shall complete an employment probationary period that lasts for at least one year after graduation from the academy or the date the board waives the basic training requirement.

[PL 1993, c. 744, §6 (NEW).]

2-B. Training regarding people who are homeless. The board shall include in the basic law enforcement training program a block of instruction aimed specifically at reducing barriers to reporting crimes against people who are homeless and dealing with the unique challenges posed by cases that involve victims or witnesses who are homeless.

[PL 2005, c. 393, §1 (NEW).]

2-C. Receipt of firearms; training; procedure; liability. The Maine Criminal Justice Academy shall provide training for municipal, county and state law enforcement officers regarding the proper handling, storage, safekeeping and return of firearms and firearm accessories received pursuant to a court order under Title 19-A, section 4006, subsection 2-A or Title 19-A, section 4007, subsection 1, paragraph A-1. Such training must include education concerning the prohibitions on the purchase or possession of a firearm when a protection order has been obtained and communication with parties to protection orders concerning such prohibitions.

In developing materials for training in domestic violence issues, the Maine Criminal Justice Academy may consult with a statewide organization involved in advocacy for victims of domestic violence and with an organization having statewide membership representing the interests of firearms owners.

A law enforcement officer who receives custody of a firearm pursuant to Title 19-A, section 4006, subsection 2-A or Title 19-A, section 4007, subsection 1, paragraph A-1 shall exercise reasonable care to avoid loss, damage or reduction in value of the firearm and may not permanently mark the firearm or fire the firearm unless there is reasonable suspicion that the firearm has been used in the commission of a crime. Any liability for damage or reduction in value to such a firearm is governed by Title 14, chapter 741.

[PL 2013, c. 147, §30 (AMD).]

2-D. Training regarding people who have mental illness and the involuntary commitment process. The board shall include in the basic law enforcement training program a block of instruction aimed specifically at the clinical, safety and procedural components of the involuntary commitment process, including the provision of a uniform checklist that includes reference to Title 34-B, section 1207, subsection 7 for law enforcement officers to use in order to effectively describe the seriousness of a case to a mental health professional.

[PL 2009, c. 451, §6 (NEW).]

2-E. Receipt of certain dangerous weapons; training; procedure; liability. (TEXT EFFECTIVE 7/1/20) Beginning in 2020, the Maine Criminal Justice Academy Board of Trustees shall require training as part of its mandated training schedule for municipal, county and state law enforcement officers regarding the process for protection from substantial threats by a restricted person and the proper handling, storage, safekeeping and return of dangerous weapons received pursuant to an endorsement or court order under Title 34-B, section 3862-A or 3873-A. The training must include education concerning the prohibitions on the purchase, control or possession of dangerous weapons. A law enforcement officer who receives custody of a dangerous weapon pursuant to Title 34-B, section 3862-A or 3873-A shall exercise reasonable care to avoid loss, damage or reduction in value of the weapon and may not permanently mark or fire the weapon unless there is reasonable suspicion that the weapon has been used in the commission of a crime. Any liability for damage or reduction in value to such a weapon is governed by Title 14, chapter 741.

[PL 2019, c. 411, Pt. C, §4 (NEW); PL 2019, c. 411, Pt. D, §3 (AFF).]

(Subsection 2-E as enacted by PL 2019, c. 410, §3 is REALLOCATED TO TITLE 25, SECTION 2804-C, SUBSECTION 2-F)

2-E. Training regarding bias-based profiling. (REALLOCATED FROM T. 25, §2804-C, sub-§2-E) The board shall include in the basic law enforcement training program a block of instruction aimed specifically at the prohibition of bias-based profiling that prohibits stops, detentions, searches or asset seizures and forfeitures efforts based on race, ethnicity, gender, sexual orientation, gender identity, religion, socioeconomic status, age, national origin or ancestry by members of a law enforcement agency, that provides that individuals may be stopped or detained only when legal authority exists to do so and that provides that members of a law enforcement agency must base their enforcement actions solely on an individual's conduct and behavior or specific suspect information.

[PL 2019, c. 410, §3 (NEW); RR 2019, c. 1, Pt. A, §27 (RAL).]

3. Certification. The board shall certify each person who meets the core curriculum training requirements.

[PL 2013, c. 147, §31 (AMD).]

4. Courses. The board shall:

A. Provide a training course, the successful completion of which meets the basic training requirements; [PL 1993, c. 744, §6 (NEW).]

B. Provide a structured residential program that balances the goals of professional policing with public services emphasis; and [PL 2005, c. 331, §22 (AMD).]

C. Incorporate a community policing philosophy in its training program. [PL 2005, c. 331, §22 (AMD).]

D. [PL 2005, c. 331, §23 (RP).]

[PL 2005, c. 331, §§22, 23 (AMD).]

5. Application to currently certified law enforcement officers. This section does not apply to any law enforcement officer certified as meeting the law enforcement training requirements or to any full-time law enforcement officer employed by a state agency, including the University of Maine System, as of July 1, 1990 or to any person employed as a full-time law enforcement officer by a municipality on September 23, 1971 or by a county on July 1, 1972.

[PL 2013, c. 147, §32 (AMD).]

SECTION HISTORY

PL 1989, c. 521, §§5,17 (NEW). PL 1993, c. 551, §2 (AMD). PL 1993, c. 744, §6 (AMD). PL 1997, c. 395, §04 (AMD). PL 2005, c. 331, §§21-23 (AMD). PL 2005, c. 393, §1 (AMD). PL 2005, c. 684, §1 (AMD). PL 2009, c. 451, §6 (AMD). PL 2013, c. 147, §§29-32 (AMD). PL 2019, c. 410, §3 (AMD). PL 2019, c. 411, Pt. C, §4 (AMD). PL 2019, c. 411, Pt. D, §3 (AFF). RR 2019, c. 1, Pt. A, §27 (COR).

7228 Discussion with Action: Amend the Warrant and Notice of Election calling a Regional School Unit No. 23 – Budget Validation Referendum on July 14, 2020.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Amend the Warrant and Notice of Election calling a Regional School Unit No. 23 – Budget Validation Referendum on July 14, 2020.

VOTE: Unanimous.

7229 Discussion with Action: Authorize the Town Manager to execute an Amendment to the Parking Lease Agreement with Grand Victorian Hotel Condominium Association dated June 28, 2018 to set the rent amount for parking at a portion of the Milliken Street Parking Lot at \$20,000 (twenty thousand dollars) for the period beginning June 17, 2020 through April 30, 2021.

MOTION: Councilor Kelley motioned and Vice Chair O’Neill seconded to Authorize the Town Manager to execute an Amendment to the Parking Lease Agreement with Grand Victorian Hotel Condominium Association dated June 28, 2018 to set the rent amount for parking at a portion of the Milliken Street Parking Lot at \$20,000 (twenty thousand dollars) for the period beginning June 17, 2020 through April 30, 2021.

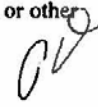
VOTE: Unanimous.

**TOWN OF OLD ORCHARD BEACH, MAINE
PARKING LEASE**

LEASE made as of the date shown below, by and between the TOWN OF OLD ORCHARD BEACH, a municipal corporation located at Old Orchard Beach, Maine ("Landlord"), and GRAND VICTORIAN HOTEL CONDOMINIUM ASSOCIATION ("Tenant"), for a portion of the property identified as the Milliken Street Municipal Parking Lot ("Premises"), Map 203, Block 3, Lot 1, located at 77 Milliken Street, Old Orchard Beach, Maine.

WITNESSETH:

1. **PREMISES LEASED:** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the right to use 51 (fifty-one) exclusive parking spaces at the Milliken Street Municipal Parking Lot of Landlord in Old Orchard Beach, Maine. These spaces shall be for the exclusive use of the Grand Victorian LLC located at 1 East Grand Avenue, Old Orchard Beach, Maine. Premises includes only the section at the southwest end of the Milliken Street Municipal Parking Lot that has an entrance that is separate and distinct from the remaining portion of the Municipal Parking Lot.
2. **TERM:** The term of this Lease shall commence on receipt of rent payment in full and written authorization for the Town Manager as stipulated in Section 3 below and shall continue until April 30, 2019. The Town may at its option extend this Lease for a one year period beginning May 1, 2019 through April 30, 2020, and the Town may at its option extend this lease for an additional one year period beginning May 1, 2020 through April 30, 2021.
3. **RENT:** Tenant covenants and agrees to pay the amount of \$30,000 (thirty thousand dollars) rent for the initial contract period through April 30, 2019. Payment of \$25,000 (twenty five thousand dollars) is due upon signing and the balance payment of \$5,000 (\$5,000) is due no later than August 6, 2018. Should the Town extend the contract beyond April, 2019 Tenant agrees to pay the annual amount of \$35,000 (thirty five thousand dollars) rent for each twelve month contract period. Payment is due up-front on an annual basis. No use of the Premises by Tenant is permitted for the term year until separate written authorization is provided by the Town Manager.
4. **USE:** Premises shall be used only for the parking of passenger vehicles and motorcycles used by the owners, renters and guests of the residential units at 1 E. Grand Avenue, further identified in the Town of Old Orchard Beach Assessing records as the property located at Map 306, Block 1, Lot. Premises are not to be used for storage of vehicles or any other materials, for commercial vehicles including but not limited to busses, service trucks, and tractor-trailers, for motor homes or similar recreational vehicles. Premises are not to be used for sleeping or other transient occupancy in parked vehicles.



5. **INSURANCE.** During the term of the Lease, Tenant shall provide insurance for comprehensive general liability against claims for personal injury, death or property damage occurring on, in or about the Premises, or arising from or related to use of any vehicle or equipment in connection with the Premises, in the following amounts pursuant to the Maine Tort Claims Act:

Commercial General Liability Per occurrence	\$400,000.00
Casualty Insurance (for personal property) Per occurrence	\$400,000.00

Landlord shall be named as an additional insured with Tenant on any such policies that cover the Premises. Tenant shall obtain coverage, by an endorsement or otherwise, to its general liability insurance policy to cover Tenant's defense and indemnification obligations under the Agreement. Such insurance must provide that the Landlord be notified 30 days prior to the cancellation of any of the above policies. Tenant shall furnish the Landlord with copies of all insurance policies prior to assuming responsibility for the operation and maintenance of the Premises and upon request by the Landlord during the Term. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Landlord or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

6. **DAMAGES OR DESTRUCTION BY FIRE, EMINENT DOMAIN OR CASUALTY:** In the event that the Premises or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty that the Premises are thereby rendered untenable, then either the Landlord or Tenant may terminate this Lease upon written notice to the other and the rent shall be pro-rated as of the date of such termination.

7. **INDEMNIFICATION.** To the fullest extent permitted by law, Tenant shall indemnify, defend and hold harmless Landlord and their respective officers, agents and employees, against and from all costs, expenses, liabilities, losses, damages, inspections, suits, actions, fines, penalties, claims and demands of every kind and nature (collectively "Claim"), including reasonable counsel fees, asserted by or on behalf of any person, utility or governmental authority whatsoever arising out of (a) any failure by Landlord to perform any of the conditions of this Agreement on Landlord's part to be performed, or (b) the use of the Premises by Tenant or its employees, agents, guests, invitees, customers, contractors, or officers, however occurring and any matter or thing growing out of the occupation, maintenance, alteration, construction, repair, use or operation of the Premises, appurtenances thereto or any part by Tenant or its employees, agents, guests, invitees, customers, contractors, or officers during the term of this Lease, but excluding any claims to the extent caused by the negligence, acts or omissions of Landlord, their agents, contractors or employees. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to

Landlord or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law. THIS DEFENSE AND INDEMNIFICATION OBLIGATION IS INTENDED TO WAIVE ANY EXCLUSIVITY-OF-REMEDY DEFENSE OR EMPLOYER IMMUNITY PROVISIONS THAT MAY OTHERWISE BE AVAILABLE UNDER WORKERS' COMPENSATION OR SIMILAR LAWS. The obligations in this Section shall survive termination of the Lease.

8. **REPRESENTATIONS:** Tenant, represents and acknowledges to Landlord the following:

- a. Tenant is responsible for the cleaning and upkeep of the Premises, for winter maintenance including plowing, and will maintain the Premises in a clean, neat and sanitary condition.
- b. Landlord may, at its sole discretion, lease up to 10 parking spaces for non-Tenant use within the same section of the Milliken Street lot as identified in Article 1 above. Landlord will issue municipal permit tags for use by the permit holder for these 10 parking spaces. Tenant will not cause the removal by towing of any vehicle displaying this municipal permit tag authorizing use of this parking area. If Tenant does improperly cause removal by towing of any such vehicle Landlord may assess a fee to Tenant equal to the Towing charge imposed on the municipal permit holder. Payment of fee by Tenant shall be due in full within 14 (fourteen) days of mailing of invoice by Landlord.
- c. That any legal expenses actually incurred by the Landlord in enforcing the terms of this Lease or collecting fees shall be the responsibility of the Tenant.

9. **DEFAULT:** If Tenant shall default in the performance of its obligations hereunder, Landlord may terminate this Lease with 10 (ten) day written notice.

10. **TERMINATION:** Landlord may terminate this Lease at any time by sending a notice of termination by registered mail to Tenant at least 90 (ninety) days prior to the date in the notice named for such termination.

Tenant may terminate the second and third year of this Lease by providing written notification to the Landlord at least 90 days prior to the beginning of the second year of the lease agreement. Tenant may terminate the third year of this Lease by providing written notification to the Landlord at least 90 days prior to the beginning of the third year of the lease agreement.


11. **ASSIGNMENT:** Tenant shall not assign this Lease without prior written consent of Landlord. Tenant shall not authorize the use of the Premises by any user except as provided for in Section 4 herein.

12. **AMENDMENTS:** This Lease may not be amended or modified by any act or conduct of the parties or by oral agreements unless reduced and agreed to in writing signed by both the Landlord and Tenant. No waiver of any of the terms of this Lease by the Landlord shall be binding on the Landlord unless reduced to writing and signed by the Landlord.

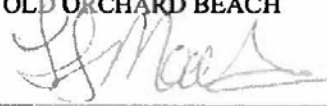
13. **MERGER:** This Lease evidences the entire agreement between the parties and no changes shall be made except in writing. The failure of either party to insist in any instance on strict performance of any provision hereof shall not be construed as a waiver of such covenant.

Dated: June 28, 2018

GRAND VICTORIAN HOTEL CONDOMINIUM
ASSOCIATION

By: 
Philip Dausiewicz
Treasurer

TOWN OF OLD ORCHARD BEACH

By: 
Larry S. Mead
Town Manager



**TOWN OF OLD ORCHARD BEACH, MAINE
AMENDMENT TO PARKING LEASE**

AMENDMENT made as of the date shown below, by and between the TOWN OF OLD ORCHARD BEACH, a municipal corporation located at Old Orchard Beach, Maine ("Landlord"), and GRAND VICTORIAN HOTEL CONDOMINIUM ASSOCIATION ("Tenant"), for a portion of the property identified as the Milliken Street Municipal Parking Lot ("Premises"), Map 203, Block 3, Lot 1, located at 77 Milliken Street, Old Orchard Beach, Maine.

WHEREAS: The COVID-19 pandemic has disrupted normal business activities in Old Orchard Beach, in particular the level of summer tourist reservations at lodging establishments; and

WHEREAS: the terms of the Parking Lease dated June 28, 2018 were established with the expectation of normal business activities; and

WHEREAS: Landlord and Tenant wish therefore to modify the terms of the Parking Lease;

NOW, THEREFORE: Landlord and Tenant agree that the rent for the Premises for the period from the date of execution of this amendment through April 30, 2021 shall be Twenty Thousand Dollars (\$20,000). All other terms and conditions of the Parking Lease shall remain unchanged and in effect.

Dated: _____, 2020

GRAND VICTORIAN HOTEL CONDOMINIUM
ASSOCIATION

By: _____

Its _____

TOWN OF OLD ORCHARD BEACH

By: _____

Larry S. Mead
Town Manager

7230 Discussion with Action: Accept the quote from Admiral Fire and Safety, Scarborough Maine, in the amount of, \$21,000 for the purchase of eighteen (18) Armor Express Vortex Level II Ballistic Vests; four (4) Armor Express Traverse Carriers; and four (4) ID Panels; from Account Number 52002-50909 – Public Safety Capital Improvement – Police Officer Equipment, with a balance of, \$12,575; and \$8,425 from Account Number 20131-50230 – Clothing Allowance, with a balance of \$19,000.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Accept the quote from Admiral Fire and Safety, Scarborough Maine, in the amount of, \$21,000 for the purchase of eighteen (18) Armor Express Vortex Level II Ballistic Vests; four (4) Armor Express Traverse Carriers; and four (4) ID Panels; from Account Number 52002-50909 – Public Safety Capital Improvement – Police Officer Equipment, with a balance of, \$12,575; and \$8,425 from Account Number 20131-50230 – Clothing Allowance, with a balance of \$19,000.

VOTE: Unanimous.

7231 Discussion with Action: Approve a Professional Services Agreement with Eaton Peabody Consulting Group to manage the recruitment process for the position of Town Manager in the amount of \$6,000; from Account Number 20102-50300 – Professional Engineering, with a balance of \$7,178.86.

There was an enormous expression of sadness that the Town Manager will be retiring in November and many excellent comments about his professionalism and the great amount of assistance and leadership he has brought to this community at a time in the Town's history where within six years there had been five Town Managers. The Town Manager expressed his love of the position and gave a history of his growing up and learning early the value of committed service to the community. He enjoyed and appreciated the opportunity to be part of the community by living in it during his term as Town Manager. He thanked all his staff who brought success to the Town in so many endeavors. He spoke of history and how the necessity to address the concerns in a positive and productive way. It was noted that there will be time for further expressions of appreciation by the Town and the staff on the contribution made by the Town Manager.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve a Professional Services Agreement with Eaton Peabody Consulting Group to manage the recruitment process for the position of Town Manager in the amount of \$6,000; from Account Number 20102-50300 – Professional Engineering, with a balance of \$7,178.86.

VOTE: Unanimous.



June 10, 2020

Larry Mead
Town Manager
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, Maine 04064

Dear Larry,

Eaton Peabody Consulting Group, LLC (EPCG) is pleased to submit the following proposal to assist the Town of Old Orchard Beach in hiring its new Town Manager.

Introduction

Eaton Peabody Consulting Group is a multi-disciplined consulting team providing services in the areas of Municipal Management, Business Development, Community Assistance, and Governmental Affairs. EPCG has the expertise to provide direct assistance at the municipal, regional, and state levels throughout Maine and New England.

Don Gerrish leads EPCG's Municipal Management services team. They have successfully completed over 40 executive searches in the last 10 years. The Municipal Services provided are geared toward assisting communities/associations who are in transition, and our Consultants can provide assistance in:

- Staff replacements, such as municipal manager/director recruitment
- Assisting communities in reorganization efforts
- Ethics Evaluations
- Labor and Contract Negotiations
- Personnel Evaluations
- Organizational Assessment and Development
- Conflict Resolution
- Board and Council Assistance

EPCG believes that for a successful Town Manager search, all participants must make a commitment to an agreed upon timeline and process and actively participate. The agreed

Eaton Peabody Consulting Group
77 Sewall Street, Suite 3000 | Augusta, ME 04330
www.eatonpeabody.com/consulting

upon process ensures that everyone is committed to finding the best candidate for the position that meets the desired qualifications, experience and education and, just as important, is the right fit for the Town. We also believe that citizens and staff should be included in the process by inviting them to contribute their ideas on what they feel are important qualities to consider for the next Town Manager. This information gathered will be shared with citizens, staff, candidates, and Town Council. Our goal is to help develop a successful process with the Town Council using our experience and knowledge of the recruitment process, as well as our contacts in the industry, to provide the Town of Old Orchard Beach with a high level of satisfaction that an effective process was utilized to find the best candidate for the position.

Approach

The proposed recruitment process, led by Don Gerrish, would include:

- developing an overall recruitment strategy and process with the Town Council;
- assisting the Town Council in determining the essential skills and experiences required for its next Town Manager to assist with the issues and challenges facing Old Orchard Beach;
- determining, with Town Council, the process and timeline that will be used in the search and who else, if anyone, will be included in the actual interviews;
- developing a format that allows citizens and employees to have input into the personal characteristics, education, traits, and experience that the new Town Manager should possess;
- preparing a draft employment advertisement for review by the Town Council;
- determining, with the Town Council, where and in what media to advertise (i.e. nationally, regionally, locally, internet and/or newspapers);
- receiving and reviewing all applications, including performing initial investigation of the applicants, preparing information packets on applicants, and assisting the Town Council regarding suitable applicants to interview;
- scheduling all interviews, assisting with suggested questions, and participating in the interviews as an observer;
- after the Town Council has selected the finalist(s), doing complete background checks on the top candidate(s) and scheduling second interviews and providing questions if necessary;
- being available to answer any questions and assist the Town Council in its evaluations and selection; and
- assisting in contract negotiations for the terms of employment with the selected candidate, if requested by the Town Council.

Related Experience

Don Gerrish, retired from municipal government in 2008 after a successful 38 year career in managing a number of Maine communities including Gorham and Brunswick, Maine. He has worked for EPCG since October of 2009 heading up their Municipal Management Services team. He has successfully assisted the Towns/Cities of Wiscasset (2), Greenville, Corinth, Orono, Arundel (2), Bowdoinham, Poland (3), Old Town, Damariscotta, Bucksport, Kittery(2), Rockland, Auburn, Freeport, Howland (2), Lisbon, Castine, Bar Harbor, Biddeford, Ellsworth, Hampden(2), Cape Elizabeth, South Portland, Gorham, Ogunquit, Standish(2), Lincoln, Boothbay Harbor, Thomaston and Windham with their Manager searches. He also assisted the Town of Kittery with their Police Chief search. While assisting Wiscasset, Bowdoinham, Poland, Damariscotta, Auburn, South Portland, Ogunquit and Windham he was also their interim Town/City Manager. He served as Interim General Manager of Portland Metro and assisted in their General Manager search. Mr. Gerrish has also done a number of workshops for the Elected Officials of Bangor, Lisbon, Gray, Greenville and Mechanic Falls on Manager and Elected Officials relations. Please feel free to contact any of these communities for a reference.

Mr. Gerrish also successfully completed the search for a new Executive Director for the Maine Municipal Bond Bank and Maine Health and Higher Education Facilities Authority, General Manager of the Greater Portland Transit District (METRO), Finance Director for the City of Portland, Executive Director of the Greater Portland Council of Governments and Executive Director of the Presque Isle Industrial Council. A copy of his resume is attached.

Rates and Fees

EPCG professional services will be provided for a fee of \$6,000, plus reimbursement of direct expenses such as mileage, printing, advertising expenses, and other reasonable expenses incurred. This particularly relates to any expenses related to attracting the candidates. Any and all candidate expenses agreed to by the Town are the sole responsibility of the Town of Old Orchard Beach.

It is estimated that the process will take 2-3 months to have a new Town Manager named. The starting date will depend on the employment of the selected candidate, but it is not uncommon for the candidate to need 30-45 days before starting. The exact process and timetable for the search will be developed with the Town Council.

We are excited about the prospect of working with the Town of Old Orchard Beach and welcome the opportunity to meet with the Town Council to discuss this proposal. Please contact me with any questions you may have. I may be reached at 207-751-6828 or via email at dgerrish@eatonpeabody.com.

Sincerely,

Don

Donald Gerrish
Municipal Management Consultant

State of Maine Manager/Executive Searches

- Arundel (2)
 - Auburn
 - Bar Harbor
 - Biddeford
 - Boothbay Harbor
 - Bowdoinham
 - Bucksport
 - Cape Elizabeth
 - Castine
 - Corinth
 - Damariscotta
 - Ellsworth
 - Freeport
 - Gorham
 - Greenville
 - Hampden(2)
 - Howland (2)
 - Kittery (2)
 - Lincoln
 - Lisbon
 - Old Town
 - Ogunquit
 - Orono
 - Portland (Finance Director)
 - Poland (3)
 - Rockland
 - Standish
 - South Portland
 - Thomaston
 - Wiscasset (2)
 - Windham
-
- Greater Portland Council of Governments (Executive Director)
 - Greater Portland Transit District (METRO) (General Manager)
 - Maine Municipal Bond Bank & Maine Health & Higher Education Facilities Authority (Executive Director)
 - Presque Isle Industrial Council (Executive Director)



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
TOWN OF OLD ORCHARD BEACH, MAINE AND
EATON PEABODY CONSULTING GROUP**

This Agreement is made on this ____ day of _____ 2020 by and between the Town of Old Orchard Beach, Maine (hereinafter "Client") and Eaton Peabody Consulting Group (hereinafter "EPCG").

The Client and EPCG agree as follows:

1. Scope of Services. EPCG staff will provide assistance to the Client in the recruitment of a new Town Manager (the "Project"). The recruitment process will include:
 - developing an overall recruitment strategy and process with the Town Council;
 - assisting the Town Council in determining the essential skills and experiences required for its next Town Manager to assist with the issues and challenges facing Old Orchard Beach;
 - determining, with Town Council, the process and timeline that will be used in the search and who else, if anyone, will be included in the actual interviews;
 - developing a format that allows citizens and employees to have input into the personal characteristics, education, traits, and experience that the new Town Manager should possess;
 - preparing a draft employment advertisement for review by the Town Council;
 - determining, with the Town Council, where and in what media to advertise (i.e. nationally, regionally, locally, internet and/or newspapers);
 - receiving and reviewing all applications, including performing initial investigation of the applicants, preparing information packets on applicants, and assisting the Town Council regarding suitable applicants to interview;
 - scheduling all interviews, assisting with suggested questions, and participating in the interviews as an observer;
 - after the Town Council has selected the finalist(s), doing complete background checks on the top candidate(s) and scheduling second interviews and providing questions if necessary;
 - being available to answer any questions and assist the Town Council in its evaluations and selection; and
 - assisting in contract negotiations for the terms of employment with the selected candidate, if requested by the Town Council.

2. Term of Agreement. EPCG is available to begin work on this Project upon return of this signed Professional Services Agreement and services will continue until such time as a new Town

Manager is named and starts work, or until such time as it is terminated in accordance with Section 6 of this Agreement.

3. Compensation. Professional services will be billed for a flat fee of \$6,000, plus reimbursement of direct expenses such as mileage, printing, advertising expenses and other reasonable expenses incurred. Invoices for professional services rendered and expenses incurred will be sent upon completion of the Project. Payment is due upon receipt of an invoice and is current if paid within 30 days, and shall be subject to a late charge of 1½% per month on amounts past due.
4. Insurance/Indemnification. EPCG carries workers compensation insurance coverage for its employees and requires sub-contractors to carry workers compensation insurance. EPCG also has in force general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. EPCG agrees to the fullest extent permitted by law to indemnify and hold harmless the Client and its officers, agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the negligent performance of work by EPCG, its officers, agents or employees, under this Agreement.
5. Conflict of Interest. EPCG agrees to inform the Client of any assignments that may create a conflict of interest. Should the Client determine that a conflict exists, it shall notify EPCG of its determination. Should EPCG choose to undertake work determined to be a conflict of interest, Client shall have the right to terminate this Agreement with written notice to EPCG as provided in Section 6 of this Agreement.
6. Termination. Client may terminate this Agreement at any time with written notice of such termination to EPCG. EPCG shall be compensated for all services rendered up to the date of receipt of written notification of termination.
7. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class mail addressed as follows, or such other address as they may designate from time to time:

If to Client: Larry Mead, Town Manager
 Town of Old Orchard Beach
 1 Portland Avenue
 Old Orchard Beach, Maine 04064

If to EPCG: William V. Ferdinand, Jr.
 Eaton Peabody
 77 Sewall Street, Suite 3000
 Augusta, ME 04330

8. Amendment. Both parties to this Agreement understand the current assumptions supporting this Agreement may change and that the parties must therefore exhibit flexibility, including a

willingness to entertain and execute amendments. Amendments can only be executed with the mutual consent of the parties to this Agreement.

9. Disclaimer. EPCG is a wholly owned subsidiary of the law firm of Eaton Peabody. EPCG is not engaged in the practice of law and does not provide legal advice or services.
10. Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

In witness whereof, Client and EPCG have each caused this Agreement to be signed by their duly authorized representatives.

TOWN OF OLD ORCHARD BEACH

EATON PEABODY CONSULTING GROUP

By: Larry Mead
Its: Town Manager

By: William V. Ferdinand, Jr.
duly authorized

APPENDIX A
Town of Old Orchard Beach
Spring/ Summer 2020
Intersection Safety and Mobility Assessment

Introduction

The Town of Old Orchard Beach in collaboration with the Maine Department of Transportation (MaineDOT) pursuant to a Planning Partnership Initiative (PPI) agreement will be soliciting proposals to evaluate safety and mobility improvements for all transportation modes at the Ocean Park, Saco Avenue, Temple Avenue, Old Salt Road and Old Orchard Road intersection depicted below:



Scope of Work

Task 1 – Project Kick-Off

The consultant will meet with representatives from the Town of Old Orchard Beach and MaineDOT under a collaborative planning process as follows:

- Identify and understand local issues
- Identify and understand relevant state and federal regulatory requirements
- Finalize scope of work
- Develop purpose and need
- Identify previous related study efforts and available data
- Identify traffic data that will need to be collected

- Identify baseline environmental data, including potential fatal flaws, which will need to be collected.

Task 2 – Review Available Data

The consultant team will review available information provided by the Town of Old Orchard Beach and MaineDOT. These will include, but not be limited to, the following:

- Local Comprehensive Plan,
- Recent MaineDOT traffic counts and crash summaries for the intersection.
- Available land use and economic development information that could affect transportation in the study area provided by the town of Old Orchard Beach.
- Other relevant reports, studies, and policies

Task 3 – Assessment of Current Conditions

The consultant team will evaluate the existing and recent historic performance of traffic and baseline environmental information in the study area based on traditional forecasting and growth models. The assessment will include but not be limited to:

- Analysis of current traffic conditions of the study area. The analysis will include traffic patterns, capacity, speeds, and crash experience.
- Identification of bicycle and pedestrian deficiencies in the study area.
- Review analyses with team members and discuss possible recommendations and additional alternatives to be considered.

Task 4 - Assessment of Future Scenarios and Improvement Alternatives

The consultant team will evaluate future traffic volume taking into account known development and land use changes underway. It will include:

- A 2040 forecast of traffic volumes in the study area, based on historical traffic data and available MaineDOT traffic forecasts.
- Analysis of future traffic volume conditions of the study area under a series of alternatives such as the following:
 - No-build scenario.
 - At least one low cost, primarily non-capital, alternative to minimize future crashes and promote safety
 - Up to four capital build improvements, including but not limited to, a roundabout.

The analysis will include predicted change in mobility and crash rates and follow applicable requirements of MaineDOT’s published Roundabout Analysis Requirements. It will include an analysis to the impacts to existing and potential future bicycle and pedestrian facilities. Each alternative will include a conceptual rendering on aerial photography. The consultant will also prepare a matrix summarizing the performance of alternatives based on such factors as safety, mobility, costs, right-of-way impacts, ability to meet purpose and need, viability from a regulatory perspective, etc.

Task 5 - Develop Preliminary Recommendations

Based on the analysis of alternatives determined in Task 4, the consultants will develop recommendations based on effectiveness of meeting the study area transportation needs. The consultant will prepare draft report containing the analysis of existing and future conditions, alternatives analysis, and recommendations, including a matrix summarizing recommendations along with an appendix of traffic and crash data.

Task 6 - Public and Agency Feedback

The consultant team should expect to meet with the study team including representatives from the Town of Old Orchard Beach, MaineDOT and, potentially, PACTs Staff at the beginning of the study and once preliminary recommendations are available. The consultant should expect to attend two additional public meetings: one Old Orchard Beach Town Council meeting for input into problems to be addressed and alternatives to be considered and one Public Meeting to review the performance of alternatives evaluated and discuss any applicable draft recommendations near the end of the study.

Task 7 – Final Report

The Tasks discussed above will be combined into a final narrative report documenting the project. At a minimum the report will include a narrative of the study process, a description of the various alternatives considered, documentation of the evaluation criteria, and illustrations of conceptual designs and cross sections for the preferred alternative. The final report will incorporate all applicable technical memorandums.

APPENDIX B

Standards to be used in Proposals for Alternatives for Old Orchard Beach Transportation Study

Any Transportation improvements in Old Orchard Beach would need to meet the following conditions:

- 1) All design features must reflect MaineDOT design guidance for Highway Corridor Priorities (HCPs).
- 2) All capacity, queuing, and level-of-service analyses will be done in accordance with the 2010 Highway Capacity Manual (HCM) methodologies. Signalized and stop sign controlled intersections will be modeled using the latest version of Synchro/SimTraffic. Computer modeling showing impacts of queuing and level of service will be provided to MaineDOT.
- 3) The design hour volumes will be based on estimated 30th highest hourly volumes for the design year.
- 4) Design year traffic estimates will be 2040.
- 5) Design speed – match existing posted speed,
- 6) Clear zone – per corridor priority 3 standards.
- 7) Side slopes 4:1 or flatter or as approved by MaineDOT.
- 8) Safety analysis of any proposed design will include an inventory of existing crashes, a prediction of crashes with the proposed design, and a comparative evaluation. Crash analysis will be based on the most recent five years of data available from MaineDOT. Safety analysis will generally follow Highway Safety Manual methodologies.
- 9) Drainage – needs to match into surrounding drainage structures.
- 10) Signing shall be in accordance with MUTCD (including potential changes to existing overhead signage in the area)
- 11) Any proposed lighting shall meet minimum AASHTO light levels
- 12) The Design Vehicle for the major intersections shall be a WB-67, all other intersection shall be for a bus/fire truck.
- 13) Any new traffic signal recommendations must be accompanied by a warrant analysis justifying the recommendation.

7232 Discussion with Action: Approve the Liquor License Renewals for Pun Saloon LLC/Keith O’Leary dba/Uptown O’Leary’s Public House (206-31-9), 41 Old Orchard Street, m-s-v in a Restaurant; and William & Linda Neumann (206-31-19A), 4 First Street, m-s-v in a Class A. Lounge.

MOTION: Vice Chair O’Neill motioned and Councilor Blow seconded to Approve the Liquor License Renewals for Pun Saloon LLC/Keith O’Leary dba/Uptown O’Leary’s Public House (206-31-9), 41 Old Orchard Street, m-s-v in a Restaurant; and William & Linda Neumann (206-31-19A), 4 First Street, m-s-v in a Class A. Lounge.

VOTE: Unanimous.

7233 Discussion with Action: Order authorizing the Town Manager to enter into a Contract Agreement with Gorill Palmer for a Traffic Safety and Mobility Study at the Intersection of Saco Avenue, Ocean Park Avenue, Temple Avenue and Old Orchard Avenue, in the amount of \$50,000; the cost of which will be shared equally between the Town and Maine Department of Transportation, as previously approved March 19, 2020, from Account Number 50002-50506, Capital Improvements – Road Maintenance Improvements , with a balance of \$264,178.86.

BACKGROUND:

Halfway Intersection Study Proposal:

The Interstate 95 spur disperses traffic onto Route 5 (Ocean Park Rd), meeting Saco Avenue, Temple Avenue, Old Salt Road and Old Orchard Road at the commonly referred to Halfway intersection. This intersection can be confusing to maneuver especially during times of increased traffic. The Town is partnering with the Maine Department of Transportation to conduct an Intersection Safety and Mobility Assessment Study to evaluate and analyze safety and mobility improvements for all transportation modes passing through this area. The purpose of this study is to assess the existing conditions, document safety and operational deficiencies, and make recommendations for improvements.

There was a prior study completed on this intersection in 2005 that recommended the construction of a rotary. While the State MDOT appropriated funds for this purpose the Town ultimately declined to move forward with that project. With that study being 15 years old, updated data and traffic patterns need to be reviewed to provide current recommendations for improvement.

A few specific items this new study will consider are approaching vehicle speeds, traffic calming opportunities to reduce or control approach speeds, capacity analysis and determination of approach lane needs, and bicycle and pedestrian accommodations.

The Intersection Safety and Mobility Assessment RFP was sent out in March 2020. Four firms were solicited; Milone & MacBroom (M&M), Gorrill Palmer (GP), HNTB, and Stantec. We received proposals from both M&M and GP. The review team made up of DOT & Town staff selected GP, based on their more detailed Project Understanding and initial site visit questions. They also completed the 2005 study which gives then additional knowledge

and experience with this intersection. This study will benefit the Town by making up to date recommendations

MOTION: Councilor Blow motioned and Vice Chair O'Neill seconded to Issue an Order authorizing the Town Manager to enter into a Contract Agreement with Gorill Palmer for a Traffic Safety and Mobility Study at the Intersection of Saco Avenue, Ocean Park Avenue, Temple Avenue and Old Orchard Avenue, in the amount of \$50,000; the cost of which will be shared equally between the Town and Maine Department of Transportation, as previously approved March 19, 2020, from Account Number 50002-50506, Capital Improvements – Road Maintenance Improvements , with a balance of \$264,178.86.

VOTE: Unanimous.



SCOPE OF SERVICES

(Taken from the RFP with revisions identified in RED)

Scope of Work

Task 1 – Project Kick-Off

The consultant team will meet with the study team *(revised to be a virtual kickoff meeting using TEAMS or ZOOM software due to COVID-19)* including representatives from the Town of Old Orchard Beach and MaineDOT under a collaborative planning process as follows:

- Identify and understand local issues
- Identify and understand relevant state and federal regulatory requirements
- Finalize scope of work
- Develop purpose and need
- Identify previous related study efforts and available data
- Identify traffic data that will need to be collected
- Identify baseline environmental data, including potential fatal flaws, which will need to be collected.

Task 2 – Review Available Data

The consultant team will review available information provided by the Town of Old Orchard Beach and MaineDOT. These will include, but not be limited to, the following:

- Local Comprehensive Plan,
- Recent MaineDOT traffic counts and crash summaries for the intersection.
- Available land use and economic development information that could affect transportation in the study area provided by the town of Old Orchard Beach.
- Other relevant reports, studies, and policies

Task 3 – Assessment of Current Conditions

The consultant team will evaluate the existing and recent historic performance of traffic and baseline environmental information in the study area based on traditional forecasting and growth models. *(Up to 28 hours is assumed for assessment of existing conditions.)* The assessment will include but not be limited to:

- Analysis of current traffic conditions of the study area. The analysis will include traffic patterns, *capacity*, speeds, and crash experience. *(Up to 32 hours is assumed for assessment of existing traffic conditions.)*
- Identification of bicycle and pedestrian deficiencies in the study area.
- Review analyses with team members and discuss possible recommendations and additional alternatives to be considered.

Task 4 Assessment of Future Scenarios and Improvement Alternatives

The consultant team will evaluate future traffic volume taking into account known development and land use changes underway. It will include:

- A 2040 forecast of traffic volumes in the study area, based on historical traffic data and available MaineDOT traffic forecasts.
- Analysis of future traffic volume conditions of the study area under a series of alternatives such as the following:
- No-build scenario.



- At least one low cost, primarily non-capital, alternative to minimize future crashes and promote safety
- Up to four capital build improvements, including but not limited to, a roundabout. (Revised to be up to four proposed alternatives including both capital build improvements and low-cost non-capital alternatives).

The analysis will include predicted change in mobility and crash rates and follow applicable requirements of MaineDOT's published Roundabout Analysis Requirements. It will include an analysis to the impacts to existing and potential future bicycle and pedestrian facilities. Each alternative will include a conceptual rendering on aerial photography. The consultant will also prepare a matrix summarizing the performance of alternatives based on such factors as safety, mobility, costs, right-of-way impacts, ability to meet purpose and need, viability from a regulatory perspective, etc.

Task 5 Develop Preliminary Recommendations

Based on the analysis of alternatives determined in Task 4, the consultants will develop recommendations based on effectiveness of meeting the study area transportation needs. The consultant will prepare draft report containing the analysis of existing and future conditions, alternatives analysis, and recommendations, including a matrix summarizing recommendations along with an appendix of traffic and crash data.

Task 6 Public and Agency Feedback

The consultant team should expect to meet with the study team including representatives from the Town of Old Orchard Beach, MaineDOT and potentially PACTs Staff at the beginning of the study and once preliminary recommendations are available. The consultant should expect to attend two additional public meetings -- one Old Orchard Beach Town Council meeting for input into problems to be addressed and alternatives to be considered and one Public Meeting to review the performance of alternatives evaluated and discuss any applicable draft recommendations near the end of the study. (Three team meetings are proposed, and these meetings will be revised to be a virtual meetings using TEAMS or ZOOM software due to COVID-19. Two public meetings are proposed, and these meetings will be revised to be online/remote meetings due to COVID-19. Public meetings will follow DOT or Town protocol.)

Task 7 – Final Report

The Tasks discussed above will be combined into a final narrative report documenting the project. At a minimum the report will include a narrative of the study process, a description of the various alternatives considered, documentation of the evaluation criteria, and illustrations of conceptual designs and cross sections for the preferred alternative. The final report will incorporate all applicable technical memorandums.



APPENDIX B:

Standards to be used in Proposals for Alternatives for Old Orchard Beach Safety and Mobility Assessment

Any Transportation improvements in Old Orchard Beach would need to meet the following conditions:

1. All design features must reflect MaineDOT design guidance for Highway Corridor Priorities. (HCPs).
2. All **capacity**, queuing, and level-of-service analyses will be done in accordance with the 2010 Highway **Capacity** Manual (HCM) methodologies. Signalized and stop sign controlled intersections will be modeled using the latest version of Synchro/SimTraffic. Computer modeling showing impacts of queuing and level of service will be provided to MaineDOT.
3. The design hour volumes will be based on estimated 30th highest hourly volumes for the design year.
4. Design year traffic estimates will be 2040.
5. Design speed – match existing posted speed,
6. Clear zone – per corridor priority 3 standards.
7. Side slopes 4:1 or flatter or as approved by MaineDOT.
8. Safety analysis of any proposed design will include an inventory of existing crashes, a prediction of crashes with the proposed design, and a comparative evaluation. Crash analysis will be based on the most recent five years of data available from MaineDOT. Safety analysis will generally follow Highway Safety Manual methodologies.
9. Drainage – needs to match into surrounding drainage structures.
10. Signing shall be in accordance with MUTCD (including potential changes to existing overhead signage in the area)
11. Any proposed lighting shall meet minimum AASHTO light levels
12. The Design Vehicle for the major intersections shall be a WB-67, all other intersection shall be for a bus/fire truck.
13. Any new traffic signal recommendations must be accompanied by a warrant analysis justifying the recommendation.



SCOPE OF SERVICES (ADDITIONAL)

The scope of services provided in the above RFP documents (**provided above**) and clarifications provided in the Addendum will serve as the official project scope for this study. In reviewing that scope, we have the following additional comments, assumptions, and clarifications:

- No additional traffic data collection is required, such as turning movement counts.
- Renderings referenced in the development of conceptual designs shall be defined as showing the conceptual design information on aerial images. Isometric view renderings are not required.
- Typical sections **may** be provided with the concept plans, but development of profiles, cross sections and specific project details are not required.
- Lighting and landscape designs are excluded from the scope. Geotechnical analysis is not required.
- Up to 3 team meetings (including kickoff mtg), 1 site visit and 2 public meetings will be required. (**aside from the site visit, all meetings will be virtual and remote using online software.**)

INDEMNIFICATION CLAUSE

The following indemnification clause is proposed (**added**):

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against damages, liabilities and costs arising from the negligent acts of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages or liabilities on a comparative fault basis between the Consultant and the Client. The Consultant shall not be obligated to indemnify the Client for the Client's own negligence or for the negligence of others.

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
CONSULTANT'S DETAILED COST PROPOSAL FORM**

Consultant Name: **Gorrill Palmer**
 Vendor/Customer No.:
 Project Title/Location: **Intersection Safety & Mobility Assessment**
 Location: **OOB, Rte 5 intersection with Temple Ave and Old Orchard Rd**
 Service Area or Phase of Work: **103.60: Planning-Feasibility Studies**

Orig. Date: **April 24, 2020**
 Revised Date: **June 12, 2020**
 Contact Name: **Don Ettinger**
 Contact e-mail address: **dettinge@gorrillpalmer.com**

Consultant Positions =>		Don Ettinger Project Manager	Randy Dutton Lead Traffic Engineer	Jared Winchenbach Transportation Engineer	Emily Leighton Traffic Engineer	Travis Landry Project Engineer	Michael Cristiani Design Engineer	Classification and/or Employee Name	Classification and/or Employee Name	Classification and/or Employee Name	TOTAL
#	Task Descriptions	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
1	Kickoff mtg [1] [via TEAMS/ZOOM]	6.00	2.00	0.00							8.00
2	Review available data			6.00	12.00	6.00					24.00
2a	Public mtg #1 [2] [via Online/Remote]	6.00				8.00					14.00
3	Assessment of Existing Conditions	4.00		24.00							28.00
3	Assess traffic conditions		8.00		12.00		12.00				32.00
3	Field review and site visit [3]	4.00	4.00	4.00							12.00
3	Traffic modeling of existing and NO BUILD		4.00		20.00		40.00				64.00
3	Team mtg [4] [via TEAMS/ZOOM]	6.00	2.00	0.00							8.00
4	Traffic modeling of (up to four) alternatives	4.00	16.00		16.00		32.00				68.00
4	Evaluation matrix	8.00	4.00								12.00
4	Quantities and cost estimates (four alts)			32.00		32.00					64.00
4	Concept plans (up to four alternatives)	8.00	8.00	32.00		64.00					112.00
5	Preliminary recommendations (draft report)	12.00	0.00	0.00							12.00
6	Team mtg [5] [via TEAMS/ZOOM]	6.00	2.00	0.00							8.00
6	Public mtg #2 [6] [via Online/Remote]	6.00				8.00					14.00
6	Public and agency feedback										0.00
7	Final report	8.00	4.00								12.00
											0.00
											0.00
	TOTAL HOURS	78.00	54.00	98.00	60.00	118.00	84.00	0.00	0.00	0.00	492.00
	HOURLY RATE	\$62.00	\$50.00	\$33.66	\$31.25	\$30.50	\$27.17	\$0.00	\$0.00	\$0.00	
	DIRECT LABOR TOTAL	\$4,836.00	\$2,700.00	\$3,298.68	\$1,875.00	\$3,599.00	\$2,282.28	\$0.00	\$0.00	\$0.00	\$18,590.96
DIRECT EXPENSES											
	Subconsultant 1-James Tasse Consulting LLC	\$3,700.00							Overhead %	124.19%	\$23,088.11
	Subconsultant 2-	\$0.00							Profit/Fee %	10.00%	\$4,167.91
	Subconsultant 3-	\$0.00							Subtotal =		\$45,846.98
	Mileage (currently \$.45 per mile)	\$100.00							Total Direct Expenses =		\$4,153.02
	Lodging and Meals	\$0.00							Total Proposed Cost		\$50,000.00
	Postage	\$3.02									
	Printing	\$350.00									
	TOTAL DIRECT EXPENSES =	\$4,153.02									

NOTE: This proposal form must be accompanied by:
 (a) Description of Services
 (b) Scope of Work
 (c) [DBE form \(click to open\)](#)
 (d) [Appendix A-1 \(click to open\)](#)
 (e) Certified Payroll
 (f) Insurance Certificates
 (g) Subconsultant Proposal

*Provide a breakdown of direct expenses on a separate sheet.
 RED - Revisions from original proposal



Internal Use Only	
CTM#:	<u>2020051100000000611</u>
CSN:	<u>41653</u>
TEDOCS #:	_____
PROGRAM:	<u>Bureau of Planning</u>

**MAINE DEPARTMENT OF TRANSPORTATION
TWO-PARTY PLANNING PARTNERSHIP INITIATIVE AGREEMENT
TOWN OF OLD ORCHARD BEACH
INTERSECTION SAFETY AND MOBILITY ASSESSMENT STUDY**

(Payable)

(For MaineDOT Use Only)

Study Location: <u>Old Orchard Beach</u> WIN: <u>024827.00</u> Agreement Begin Date: <u>May 7, 2020</u> Agreement End Date: <u>June 30, 2021</u>	Estimated Project Amount: <u>\$50,000.00</u> Agreement Payable Amount: <u>\$25,000.00</u> Municipality Vendor Number: <u>VC1000069554</u>
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This Agreement (**Agreement**) is entered into by the State of Maine Department of Transportation (**MaineDOT**) and the Town of Old Orchard Beach, (the "**Municipality**"), jointly hereinafter referred to as the "**Parties**".

Whereas, the study that is the subject of this Agreement consists of the Study Area and scope of work includes the evaluation of safety and mobility improvements for all transportation modes at the Ocean Park, Saco Avenue, Temple Avenue, Old Salt Road and Old Orchard Road intersection included in Appendix A (hereafter referred to as the "Study"); and

Whereas, the Municipality approached MaineDOT about conducting such a Study; and

Whereas, the Study is a collaborative effort with the Town of Old Orchard Beach to evaluate safety, efficiency and mobility improvements in the Study area provided in Appendix A.; and

Whereas, the Parties have a mutual interest in ensuring that the Study is delivered on a reasonable schedule and within the budget programmed, using a process that maximizes communication and cooperation; and

Whereas, the purpose of this Agreement is to identify the Parties' individual responsibilities during the Study; and

Whereas, the completion of the Study does not obligate any Party to fund any future capital improvements to implement the Study; and

Whereas, this Agreement shall become effective on the date last signed and that date shall constitute the earliest date for which work may commence. This Agreement expires on June 30, 2021 and work cannot continue after the expiration date without a modification in place to extend the Agreement.

NOW THEREFORE, in consideration of the forgoing, the Parties hereby establish and agree to the following terms and conditions:

The following attachments are hereby incorporated into this Agreement:

- Appendix A – Scope of Work
- Appendix B – Standards to be used in Proposals for Alternatives for Old Orchard Beach Urban Area Transportation Study

A. Cost

The Parties agree to equally fund a study up to a maximum amount of \$50,000.00 unless otherwise negotiated by mutual agreement of the Parties:

MaineDOT Share	Municipality Share	Maximum Study Amount
50%	50%	
\$25,000.00	\$25,000.00	\$50,000.00

1. Work cannot begin until authorized by MaineDOT.
2. If the actual cost of the Study is less than the Agreement Maximum amount, the share amounts owed will be based on the percentages.
3. Any changes to the above must be in writing and approved by the Parties.

B. The Municipality shall:

1. Lead the study in a timely professional manner in accordance with all state and federal requirements.
2. Hire the consultant utilizing an advertised Request for Proposals (RFP) process conducted in accordance with requirements associated with MaineDOT's consultant procurement process.
3. Introduce the study as a locally requested and sponsored effort at all public involvement efforts associated with the study.
4. Lead all public and media inquiries.
5. Provide meeting space, audio visual aids, etc., during public meetings associated with the study.
6. Agree that the Study must follow all state and applicable federal laws such that future phases remain eligible for federal transportation funding.
7. Invoice MaineDOT based on study progress. Invoices must be submitted on Old Orchard Beach letterhead and reference the WIN, contract, and CSN numbers stated on page one of this Agreement. Invoicing will be accompanied by supporting documentation. The supporting documentation will include but is not limited to:
 - a. A monthly progress report that will be used to keep MaineDOT's Project Manager informed on the work performed since the last invoice; information will include but is not limited to:
 - i. An estimate of the work completed since the prior invoice.
 - ii. Any information needed from MaineDOT to complete the Study and avoid delays.
 - iii. Document anticipated problems and possible solutions.
 - b. Invoices and proof of payment.
8. Consult with MaineDOT before making any changes to the scope of the Study.

9. Complete the Study in accordance with the scope of work, State and Federal Laws and regulations

C. MaineDOT shall:

1. Provide planning, regulatory, and engineering input and guidance to the consultant team and the Municipality.
2. Make all invoice payments within 30 days from the date of an acceptable invoice.

D. The Parties shall:

1. Assist in consultant proposal evaluation and selection.
2. Actively participate in the Study.
3. Agree that any build alternative(s) must conform to all appropriate state and/or federal standards.
4. Agree that this agreement and amendments may only be modified or amended in writing signed by all Parties.
5. Agree that participating in this Study does not constitute a commitment by any Party to participate in any future project phases, operational or capital costs.

- E. Notice. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016
Attn.: Nate Howard
Email: nathan.howard@maine.gov

Municipality: Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, Maine, 04064
Attn.: Michael Foster
Email: mfoster@oobmaine.com

Each Party agrees to promptly notify all other Parties of any changes to the above referenced contact information.

F. Set-Off Rights.

MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the state's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, any other Agreement, any other Contract with any State Department or Agency, including any Contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or

monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller.

G. Non-Appropriation.

Anything herein to the contrary notwithstanding, the Municipality acknowledge and agrees that although the execution of this agreement by the MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.

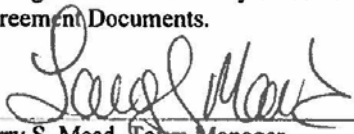
H. Indemnification.

To the extent permitted by law, Municipality shall indemnify and hold harmless MaineDOT, its agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by Municipality, its consultants or contractors. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law

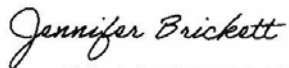
I. Termination.

Any Party may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the other Party and in no event, shall any such action be deemed a breach of contract. Upon termination, all Parties will be responsible to pay their share of Study costs incurred at the time of termination. Postponement, suspension, abandonment or termination may be taken by MaineDOT for any reason that jeopardizes the public interest or specifically as the result of a failure by the Municipality to perform any material obligation under this Agreement, to the satisfaction of MaineDOT.

IN WITNESS WHERE OF, the Parties, for itself, its successors and assigns, hereby execute this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Agreement Documents.

 Date 3-24-2020
Larry S. Mead, Town Manager
Town of Old Orchard Beach

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification, and (d) is under the sole control of myself.

 Date May 7, 2020
Jennifer Brickett Director, Bureau of Planning
Maine Department of Transportation

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification, and (d) is under the sole control of myself.

APPENDIX A

Town of Old Orchard Beach Spring/ Summer 2020 Intersection Safety and Mobility Assessment

Introduction

The Town of Old Orchard Beach in collaboration with the Maine Department of Transportation (MaineDOT) pursuant to a Planning Partnership Initiative (PPI) agreement will be soliciting proposals to evaluate safety and mobility improvements for all transportation modes at the Ocean Park, Saco Avenue, Temple Avenue, Old Salt Road and Old Orchard Road intersection depicted below:



Scope of Work

Task 1 – Project Kick-Off

The consultant will meet with representatives from the Town of Old Orchard Beach and MaineDOT under a collaborative planning process as follows:

- Identify and understand local issues
- Identify and understand relevant state and federal regulatory requirements
- Finalize scope of work
- Develop purpose and need
- Identify previous related study efforts and available data
- Identify traffic data that will need to be collected

- Identify baseline environmental data, including potential fatal flaws, which will need to be collected.

Task 2 – Review Available Data

The consultant team will review available information provided by the Town of Old Orchard Beach and MaineDOT. These will include, but not be limited to, the following:

- Local Comprehensive Plan,
- Recent MaineDOT traffic counts and crash summaries for the intersection.
- Available land use and economic development information that could affect transportation in the study area provided by the town of Old Orchard Beach.
- Other relevant reports, studies, and policies

Task 3 – Assessment of Current Conditions

The consultant team will evaluate the existing and recent historic performance of traffic and baseline environmental information in the study area based on traditional forecasting and growth models. The assessment will include but not be limited to:

- Analysis of current traffic conditions of the study area. The analysis will include traffic patterns, capacity, speeds, and crash experience.
- Identification of bicycle and pedestrian deficiencies in the study area.
- Review analyses with team members and discuss possible recommendations and additional alternatives to be considered.

Task 4 - Assessment of Future Scenarios and Improvement Alternatives

The consultant team will evaluate future traffic volume taking into account known development and land use changes underway. It will include:

- A 2040 forecast of traffic volumes in the study area, based on historical traffic data and available MaineDOT traffic forecasts.
- Analysis of future traffic volume conditions of the study area under a series of alternatives such as the following:
 - No-build scenario.
 - At least one low cost, primarily non-capital, alternative to minimize future crashes and promote safety
 - Up to four capital build improvements, including but not limited to, a roundabout.

The analysis will include predicted change in mobility and crash rates and follow applicable requirements of MaineDOT's published Roundabout Analysis Requirements. It will include an analysis to the impacts to existing and potential future bicycle and pedestrian facilities. Each alternative will include a conceptual rendering on aerial photography. The consultant will also prepare a matrix summarizing the performance of alternatives based on such factors as safety, mobility, costs, right-of-way impacts, ability to meet purpose and need, viability from a regulatory perspective, etc.

APPENDIX B

Standards to be used in Proposals for Alternatives for Old Orchard Beach Transportation Study

Any Transportation improvements in Old Orchard Beach would need to meet the following conditions:

- 1) All design features must reflect MaineDOT design guidance for Highway Corridor Priorities (HCPs).
- 2) All capacity, queuing, and level-of-service analyses will be done in accordance with the 2010 Highway Capacity Manual (HCM) methodologies. Signalized and stop sign controlled intersections will be modeled using the latest version of Synchro/SimTraffic. Computer modeling showing impacts of queuing and level of service will be provided to MaineDOT.
- 3) The design hour volumes will be based on estimated 30th highest hourly volumes for the design year.
- 4) Design year traffic estimates will be 2040.
- 5) Design speed – match existing posted speed,
- 6) Clear zone – per corridor priority 3 standards.
- 7) Side slopes 4:1 or flatter or as approved by MaineDOT.
- 8) Safety analysis of any proposed design will include an inventory of existing crashes, a prediction of crashes with the proposed design, and a comparative evaluation. Crash analysis will be based on the most recent five years of data available from MaineDOT. Safety analysis will generally follow Highway Safety Manual methodologies.
- 9) Drainage – needs to match into surrounding drainage structures.
- 10) Signing shall be in accordance with MUTCD (including potential changes to existing overhead signage in the area)
- 11) Any proposed lighting shall meet minimum AASHTO light levels
- 12) The Design Vehicle for the major intersections shall be a WB-67, all other intersection shall be for a bus/fire truck.
- 13) Any new traffic signal recommendations must be accompanied by a warrant analysis justifying the recommendation.

TOWN OF OLD ORCHARD BEACH
AGREEMENT

This contract (hereinafter referred to as "Agreement") is made and entered into on this ___ day of _____, by and between the Inhabitants of the Town of Old Orchard Beach with a mailing address of 1 Portland Avenue, Old Orchard Beach, Maine 04064 (hereinafter referred to as "Town"); and **GORRILL PALMER** with a mailing address of **707 Sable Oaks Dr., Ste #30, South Portland, ME 04106** (hereinafter referred to as "Contractor").

WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the Town and the Contractor agree as follows:

I. SCOPE OF WORK

The Contractor shall furnish all of the services and materials, and perform all of the work as outlined in a bid /proposal/ quote sheet request dated **6/12/2020** and attached hereto as **Exhibit A**. The Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of all services furnished by the Contractor under this Agreement.

II. CONTRACTOR OBLIGATIONS

The Contractor warrants:

- A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.
- B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.
- C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services.
- D. That it has carefully examined the Request for Bid Proposals, the Specifications, this Agreement and the site of the Services and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.
- E. That any increase in Contractor's costs during the term of this Agreement shall be the sole responsibility of the Contractor.

III. COMMENCEMENT AND COMPLETION

The Contractor will commence work on or after June 16, 2020 and will complete work on or before [REDACTED].

IV. PAYMENT TERMS

A. The Town shall pay the Contractor for the performance of Services under this Agreement the sum of \$50,000 (the "Contract Price"). (This project is a joint 50/50 partnership with Maine DOT under WIN:024827.00.)

The Town shall make payments to the Contractor upon invoice for services.

V. GUARANTEE

A. To the extent construction or materials are provided in the provision of services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Town's written acceptance of this project, and agree to repair or replace at no cost or expense to the Town all work, materials and fixtures at any time during said one year period.

B. The Contractor represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such services, the documents shall be stamped by a professional engineer registered in the State of Maine.

VI. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the services shall be secured and paid by the Contractor.

VII. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Contractor fourteen (14) days notice, and compensating the Contractor equitably to the termination date.

VIII. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (York County). This agreement shall be governed by Maine law.

IX. QUALIFICATIONS

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

X. SUBCONTRACTORS

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

XI. INSURANCE

Except as otherwise provided by this Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and at no expense to the Town, the following insurance coverage:

a. **General and professional liability insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing Services under this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

b. **Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing work covered by this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, Contractor shall, at its own expense, provide for the protection of its employees not otherwise protected.

d. All such insurance policies shall name Town as an additional insured, except that for purposes of workers' compensation insurance, Contractor and its subcontractors instead may provide a written waiver of subrogation rights against Town. Contractor, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to Town certificates satisfactory to Town evidencing such insurance coverage.

XII. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify, and hold harmless Town, its officers, employees and agents, in their official and individual capacities, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Agreement by the Contractor, its officials, employees, agents and subcontractors, including the loss of use resulting therefrom, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, or breach of the Agreement by Contractor or the acts or omissions, whether negligent, intentional or otherwise, of its subcontractor, sub-subcontractor, or suppliers, 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. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

XIII. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

Date: _____

By: _____

Title: _____

INHABITANTS OF THE
TOWN OF OLD ORCHARD BEACH

Date: _____

By: _____

Larry S. Mead, Town Manager

Intersection Safety and Mobility Assessment
 Old Orchard Beach, PPI Study
 Date – 04/24/20: Revision Date – 06/12/20
 Gorrill Palmer



SCOPE OF SERVICES

(Taken from the RFP with revisions identified in RED)

Scope of Work

Task 1 – Project Kick-Off

The consultant team will meet with the study team (revised to be a virtual kickoff meeting using TEAMS or ZOOM software due to COVID-19) including representatives from the Town of Old Orchard Beach and MaineDOT under a collaborative planning process as follows:

- Identify and understand local issues
- Identify and understand relevant state and federal regulatory requirements
- Finalize scope of work
- Develop purpose and need
- Identify previous related study efforts and available data
- Identify traffic data that will need to be collected
- Identify baseline environmental data, including potential fatal flaws, which will need to be collected.

Task 2 – Review Available Data

The consultant team will review available information provided by the Town of Old Orchard Beach and MaineDOT. These will include, but not be limited to, the following:

- Local Comprehensive Plan,
- Recent MaineDOT traffic counts and crash summaries for the intersection.
- Available land use and economic development information that could affect transportation in the study area provided by the town of Old Orchard Beach.
- Other relevant reports, studies, and policies

Task 3 – Assessment of Current Conditions

The consultant team will evaluate the existing and recent historic performance of traffic and baseline environmental information in the study area based on traditional forecasting and growth models. (Up to 28 hours is assumed for assessment of existing conditions.) The assessment will include but not be limited to:

- Analysis of current traffic conditions of the study area. The analysis will include traffic patterns, capacity, speeds, and crash experience. (Up to 32 hours is assumed for assessment of existing traffic conditions.)
- Identification of bicycle and pedestrian deficiencies in the study area.
- Review analyses with team members and discuss possible recommendations and additional alternatives to be considered.

Task 4 Assessment of Future Scenarios and Improvement Alternatives

The consultant team will evaluate future traffic volume taking into account known development and land use changes underway. It will include:

- A 2040 forecast of traffic volumes in the study area, based on historical traffic data and available MaineDOT traffic forecasts.
- Analysis of future traffic volume conditions of the study area under a series of alternatives such as the following:
- No-build scenario.



- At least one low cost, primarily non-capital, alternative to minimize future crashes and promote safety
- Up to four capital build improvements, including but not limited to, a roundabout. (Revised to be up to four proposed alternatives including both capital build improvements and low-cost non-capital alternatives).

The analysis will include predicted change in mobility and crash rates and follow applicable requirements of MaineDOT's published Roundabout Analysis Requirements. It will include an analysis to the impacts to existing and potential future bicycle and pedestrian facilities. Each alternative will include a conceptual rendering on aerial photography. The consultant will also prepare a matrix summarizing the performance of alternatives based on such factors as safety, mobility, costs, right-of-way impacts, ability to meet purpose and need, viability from a regulatory perspective, etc.

Task 5 Develop Preliminary Recommendations

Based on the analysis of alternatives determined in Task 4, the consultants will develop recommendations based on effectiveness of meeting the study area transportation needs. The consultant will prepare draft report containing the analysis of existing and future conditions, alternatives analysis, and recommendations, including a matrix summarizing recommendations along with an appendix of traffic and crash data.

Task 6 Public and Agency Feedback

The consultant team should expect to meet with the study team including representatives from the Town of Old Orchard Beach, MaineDOT and potentially PACT's Staff at the beginning of the study and once preliminary recommendations are available. The consultant should expect to attend two additional public meetings -- one Old Orchard Beach Town Council meeting for input into problems to be addressed and alternatives to be considered and one Public Meeting to review the performance of alternatives evaluated and discuss any applicable draft recommendations near the end of the study. (Three team meetings are proposed, and these meetings will be revised to be a virtual meetings using TEAMS or ZOOM software due to COVID-19. Two public meetings are proposed, and these meetings will be revised to be online/remote meetings due to COVID-19. Public meetings will follow DOT or Town protocol.)

Task 7 – Final Report

The Tasks discussed above will be combined into a final narrative report documenting the project. At a minimum the report will include a narrative of the study process, a description of the various alternatives considered, documentation of the evaluation criteria, and illustrations of conceptual designs and cross sections for the preferred alternative. The final report will incorporate all applicable technical memorandums.

ADJOURNMENT:

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Adjourn the Town Council Meeting.

VOTE: Unanimous.

Respectfully Submitted,

V. Louise Reid
Town Council Secretary

I, V. Louise Reid, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of fifty-six pages is a copy of the original Minutes of the Town Council Meeting of June 16, 2020.

V. Louise Reid