



TOWN OF OLD ORCHARD BEACH *Office of the Town Manager*

1 Portland Ave, Old Orchard Beach, Maine
Phone: 207.937.5626 Web: www.oobmaine.com

Town Council Meeting Minutes *Tuesday, April 20th, 2021*

I, Jennifer Hayes, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of eighty-nine (89) pages is a copy of the original Meeting Minutes of the Regular Town Council Meeting held on Tuesday, 04.20.2021.

Prepared by: Jennifer Hayes
Approved by: Old Orchard Beach Town Council
Approval Date: 05.04.2021

Respectfully Submitted,

Jennifer Hayes
Town Council Secretary



Regular Town Council Meeting Minutes

Tuesday, April 20th, 2021 @ 6:30pm*

Town Council Chambers

www.oobmaine.com/town-council

**Due to covid-19 restrictions, space within Council Chambers is limited. Members of the public interested in attending the meeting will need to follow all covid-19 protocols; including the use of face masks. Members of the public wishing to view the meeting from home may tune into Local Access TV or by logging onto https://townhallstreams.com/towns/oob_maine. FMI click on the Communications Tab @ www.oobmaine.com.*

There was a regular meeting of the Old Orchard Beach Town Council held on Tuesday, April 20th, 2021. The meeting was opened by the Chair at 6:30pm, followed by the pledge of allegiance and roll call. The following individuals were present:

Chair Shawn O'Neill	Town Manager Larry Mead
Vice-Chair Michael Tousignant	Town Council Secretary Jen Hayes
Councilor Kenny Blow	
Councilor Jay Kelley	
Councilor V. Louise Reid	

GOOD & WELFARE

Kimbark Smith, Chair of Conservation Commission addressed the Town Council remarking about dogs and the plover population on the beach. See attached letter. Chair O'Neill stated that Council would be taking action to regulate dogs on Old Orchard Beach.

ACCEPTANCE OF MINUTES

Accept the Regular Council Meeting, Executive Session & Budget Workshop Meeting Minutes from Tuesday, April 6th, 2021 and the Special Emergency Meeting & Budget Workshop Meeting Minutes from Tuesday, April 13th, 2021.

Motioned by: Councilor Blow

Seconded by: Councilor Kelley/Councilor Reid

Vote: 5-0

PRESENTATION

OOB CFC Resource Guide Team–Certificates of Excellence Presentation:

Presenters: David Guay–OOB CFC Resource Guide Chair
Dawn Standberg–Art Educator, Jameson Elementary School

Stormwater Management Plan:

Presenter: Christine Rinehart, Wright-Pierce

PUBLIC HEARINGS:

PH1: Contract Zone Agreement

To consider whether to approve a Contract Zone Agreement between Estates at Bay View, LLC and the Town of Old Orchard Beach, for the property located at 211 East Grand Ave., Map 202, Block 2, Lot 2 in the RBD district and RA shoreland zoning district, pursuant to 30A M.R.S.A., Section 4352 (8) and Section 1.8 of the Old Orchard Beach Zoning Ordinance.

Background: *(Memo to council & supporting documents attached)*

The applicant is proposing a contract zone to allow for the development of a subdivision comprised of four single-family residences. The applicant had initially submitted to the Town a conceptual subdivision, however it was determined that the project could not be approved as a standard subdivision because it did not meet road, lot size, and frontage standards. The contract zoning proposal is a 4-lot subdivision with single-family

dwelling on each lot and an access road. The primary deviations from regular subdivision standards include a reduction in lot area, a reduction in shore frontage, and a reduction in road width. The road would remain a private road. As consideration for the deviations from regular subdivision standards the applicant agrees to specific conditions and restrictions that would not be required under a standard subdivision proposal. These conditions include:

Reduced density (4 residential units are proposed, 14-14 units would be allowed under a standard subdivision)

Reduced building height (45' would be allowed, 35' is proposed)

Preservation of land within the frontal dune (including re-location of the existing residential structure)

Creation of a pathway that provides beach access to the public from East Grand Avenue

The Planning Board voted (3-2) to recommend to the Town Council approval of the contract zone. If the Council approves the contract zone the proposal must then receive DEP review and approval, and must receive Planning Board subdivision and site plan review and approval.

Chair opened the public hearing @: 7:11pm

Discussion:

Tim Swenson – presented survey of the property. Currently one, 8K square foot home which is being planned to be picked up and moved to one lot. Proposing a 4-lot plan. Currently 18,500 impervious surface and will be 18,400 impervious surface when completed. Ordinance states 1 unit/3,500 square feet. He noted he could build a much bigger project that came out to 16 units (115ft W x 65ft D x 4 stories). He is seeking a contract zone to do a much smaller project

Kristen Collins: Flaherty & Flaherty – spoke to the benefit of a smaller sized project and that the proposal was creative in making use of single family home on property; pulling away from dunes, protecting the structure and the shoreline. The project would allow for public access with a 4ft walkway; similar to other points in Town with limited parking but public access.

Unnamed speaker: spoke to the deed of Old Orchard Beach owning the beach and encouraged protecting the most valuable resource “the beach.” Spoke to the history of buildings going up (i.e., high rises) and protecting public access to the beach. Encouraged controlled development of the community, citing this would be the least impact to the Grand Beach area.

Dennis Keeler, Pierce Atwood – noted the letters that were sent into Public Record. He stated it was wrong that zoning ordinances can openly be

ignored. He noted he was speaking for the Johnson Family re: their “non-support” of the project. He offered concessions:

- 1.) Private Road – 18ft right of way; significant change of 50ft to 18ft
- 2.) Reduction of development density
- 3.) Reduction in setbacks. He discussed existing structure and moving into new land lot. He questioned the setbacks for this move.
- 4.) Reduction of shore frontage, street frontage, etc.

Mr. Keeler went on to state his concern regarding parking to gain access to the beach (i.e., safety issue) and spoke to ordinance regarding unloading vehicles on public way. He noted that the Town has zoning rules in place for a reason and stated that the proposed benefits were at “potential” at best. He argued the uncertainties surrounding the project including development restriction and short term rentals/Air B&B’s.

Jerry Picard; 207 E Grand Ave – he noted that he was immediately adjacent and was on the Board of Directors for the Grand Atlantic Units. Significant concern re: beach access w/out parking considerations. The project was subject to safety concerns and constant trespassing.

Ronald Labelle; 207 E Grand Ave – he urged the Town’s attorney to rewrite the contract. He noted the contract as presented fully protects the developer and not the interests of Old Orchard Beach. He noted that the

contract does not answer: a.) uses permitted, b.)adjunction within the contract, c.) not well formed document.

Bill Johnson; 216 E Grand Ave – he urged for Council and the Planning Board to “do their jobs.” Making exceptions to the ordinance must be extraordinary and that amending the original ordinance was not appropriate. Mr. Johnson noted that he wanted to see the development follow the 2005 dated ordinance.

Anne McGrady; 215 E Grand Ave (Diplomat) – urged Council to “read” their packet and to look clearly in order to make well informed decisions.

Chair O’Neill stated that the group could rest assure and spoke to Council transparency.

Chair closed the public hearing @: 8:13pm

PH2: Surf Cast Fishing:

To amend the Town of Old Orchard Beach Code of Ordinances, Chapter 42, Parks and Recreation, Section 42-144, Prohibitions and Restrictions, by adding the sub-section “There shall be no surf fishing from the beach from Memorial Day to Labor Day, from 9 a.m. to 5 p.m.”

Background: *(supporting documents attached)*

Chair opened the public hearing @ 8:13pm

Police Chief Dana Kelley spoke to the rationale for this ordinance amendment.

Peter Twooney, 224 E Grand Ave – spoke to the fact he stood up twelve years ago and spoke re: this amendment then. He noted that it is drastic but understood managing fishermen on the beach. He spoke to some alternative language that could be used within the ordinance and requested a better amendment be written.

Chair closed the public hearing @ 8:16pm

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Matthew Atienza, (311-9-1), 47 15th Street, one year round rental.

Joseph Kaster, (311-10-5), 6 Maplewood Avenue, one year round rental.

Bernard & Denise Blais (208-1-9-37), 6 Faith Lane, one year round rental.

Chair opened the public hearing @ 8:16pm

Motioned by: Councilor Reid

Seconded by: Councilor Tousignant

Vote: 5-0

Chair closed the public hearing @ 8:17pm

NOTICE OF PUBLIC HEARING
MUNICIPAL OFFICERS OF THE TOWN OF
OLD ORCHARD BEACH

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on April 20, 2021 at 6:30 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach approve a Contract Zone Agreement between Estates at Bay View, LLC and the Town of Old Orchard Beach, for the property located at 211 East Grand Ave., Map 202, Block 2, Lot 2 in the Residential Beachfront District and Residential Activity Shoreland Zoning District, pursuant to 30A M.R.S.A., Section 4352 (8) and Chapter 78, Article IX of the Old Orchard Beach Zoning Ordinance and to amend the most recently adopted Town of Old Orchard Beach General Zoning Map to adopt the Contract Zone 3 district on the property identified as Map 202, Block 2, Lot 2?

The proposed Contract Zone Agreement and Map showing location of Contract Zone 3 are included with this notice.



March 10, 2021

Town of Old Orchard Planning Board
c/o Michael Foster, Assistant Planner
1 Portland Avenue
Old Orchard Beach, ME 04064

Subject: 211 East Grand Ave. Proposed Development

Dear Planning Board Members:

I am writing on behalf of the 55 owners of the Diplomat Condominium Association located at 215 East Grand Ave.

The Diplomat Condominium Association remains concerned about the proposed development at 211 East Grand Ave and ask that the Planning Board reject the request to modify zoning for the area. The 211 East Grand Ave property owner is entitled to build/develop, but it should be done within the current zoning for the area and stay in keeping with the Town's Comprehensive Plan for this section of Old Orchard Beach.

Our most significant concerns are traffic, safety, parking, and neighborhood issues that the proposed plan will have on the 55 owners at the Diplomat. Our building will become the illegal turnaround spot and drop off area, and source for trespass parking resulting in increased expense and notable inconvenience/nuisance to our owners. Additionally, the quiet end of the beach neighborhood that our 55 owners invested in and enjoy is at risk with the proposed development of homes without enforceable restrictions on their use. In recent years, some neighboring properties have become rent by the night party houses for large groups. Increased opportunities for these types of properties will change the nature of the neighborhood in a detrimental way to the Diplomat owners and the Town's Comprehensive Plan for this section of town.

The Diplomat Condominium Association joins the owners at the Grand Atlantic and the Johnsons in strongly recommending that the Planning Board reject the proposed development. There is no "common good benefit" for the general public or Town to the proposed changes – there is only a private benefit to the developer and one neighbor while having a detrimental impact on the neighborhood and Town.

Thank you for your consideration.

Respectfully Submitted,

Dawn Piccolo, Board Secretary
Diplomat Condominium Association

CC: Ray Crepeau, Board President & Dave Middleton, Property Manager

From: [Dawn Piccolo](#)
To: [Jennifer Hayes](#)
Cc: [Dawn Piccolo](#)
Subject: Fw: Letter to the Planning Board - Objection to the Proposed Contract Zone - ACTION NEEDED
Date: Friday, March 26, 2021 2:48:51 PM
Attachments: [image001.png](#)
[Letter to OOB Planning Board March 10 2021 regarding 211 East Grand.docx](#)

EXTERNAL

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Hi Jen

Here is the communication that was sent to Mike Foster following the March Planning Board Meeting. I have also attached the letter that we submitted prior to the March Meeting as reference.

Thanks again for your assistance. I am sure there is some type of misunderstanding/miscommunication. COVID has challenged everyone, it is easy to see how a piece of information could be lost in the process or in translation.

Best,
Dawn

----- Forwarded Message -----

From: Dawn Piccolo <dmp081760@yahoo.com>
To: Michael Foster <mfoster@oobmaine.com>
Cc: Dawn Piccolo <dmp081760@yahoo.com>; Dave Middleton <dave@propertymanagementservicesmaine.com>
Sent: Saturday, March 13, 2021, 10:07:23 AM EST
Subject: Re: Letter to the Planning Board - Objection to the Proposed Contract Zone - ACTION NEEDED

Hi Mike,

I have to say that I was STUNNED and terribly disappointed by the proceedings at the Planning Board meeting. There was no indication that any effort was made to address the neighborhood concerns, not one of the issues raised by the neighbors was even mentioned.

My involvement with neighboring town planning board (specifically Scarborough) activities have always kept neighbors of proposed projects as key constituents of the decision making process. Even when per the town rules they need to approve - they always acknowledge for the record the neighbor's concerns. This did not occur at the OOB Planning Board Meeting.

In researching matters, I discovered that there are no project related documents on the OOB website other than the project listed on an agenda. As we prepare for our next action on this matter, I request that you send me copies of all town planning meeting notes associated with this project including notes from site visits and the report from the Town's attorney. I'd also ask that you copy Jeff Hinderliter on your note with the documentation.

Regards,
Dawn Piccolo, Board Secretary
Diplomat Condominium Association

On Thursday, March 11, 2021, 09:22:57 AM EST, Michael Foster <mfoster@oobmaine.com> wrote:

Hi Dawn,

We have received your letter and forwarded it to the Planning Board.

Thank You,

Mike

Michael Foster
Assistant Planner
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064
207-937-5636, ext. 1536

mfoster@oobmaine.com



From: Dawn Piccolo <dmp081760@yahoo.com>
Sent: Wednesday, March 10, 2021 2:07 PM
To: Michael Foster <mfoster@oobmaine.com>
Cc: Dave Middleton <dave@propertymanagementservicesmaine.com>; Raymond Crepeau <autoworldparts@gmail.com>
Subject: Re: Letter to the Planning Board - Objection to the Proposed Contract Zone

*****EXTERNAL*****

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Oppps.....wrong version of the letter sent. Please share this version. It is the version I signed and

dropped off at the Town Hall.

On Wednesday, March 10, 2021, 11:12:37 AM EST, Dawn Piccolo <dmp081760@yahoo.com> wrote:

Hi Mike,

Thank you again for your guidance on the processes related to the OOB Planning Board's decisions/recommendations on proposals.

Please share the attached letter with all Planning Board Members to review prior to their making decisions this Thursday, March 11, related to the proposal for 211 East Grand Ave.

As you know, we are representing the 55 owners at the Diplomat Condominium Association at 215 East Grand Ave. There is a large percentage of our 55 owners who call the Diplomat their primary residence - they, along with the more seasonal residents, have serious concerns about the proposed changes to the neighborhood. We are all hopeful that the Planning Board will protect the nature of our section of town and keep with the vision put forth in the OOB Comprehensive Plan.

ps...my scanner was not working this morning, so I will drop off the signed copy of the attached letter at Town Hall.

Best Regards,

Dawn Piccolo, Board Secretary

Diplomat Condominium Association

Copied: Ray Crepeau, Board President and Dave Middleton, Property Manager

From: [Dawn Piccolo](#)
To: [Jennifer Hayes](#)
Cc: [Dawn Piccolo](#)
Subject: Fw: Diplomat Condominium Association - Concerned About and Opposed to Contract Zone proposal for 211 East Grand Ave
Date: Friday, March 26, 2021 2:52:50 PM
Attachments: [image001.png](#)

*****EXTERNAL*****

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If in doubt, please use an alternate method to the individual who claims to be sending the email.

Hi Jen,

Last email for today :) Below is our initial submission to the Planning Board regarding the proposed development at 211 East Grand Ave.

Have a great weekend.

Best,
Dawn

----- Forwarded Message -----

From: Michael Foster <mfooster@oobmaine.com>
To: Dawn Piccolo <dmp081760@yahoo.com>
Cc: Raymond Crepeau <autoworldparts@gmail.com>; Dave Middleton <dave@propertymanagementservicesmaine.com>
Sent: Thursday, February 11, 2021, 11:50:00 AM EST
Subject: RE: Diplomat Condominium Association - Concerned About and Opposed to Contract Zone proposal for 211 East Grand Ave

Hi Dawn,

We received your email for tonight's Planning board public hearing for 211 E Grand Ave and we will provide it to the board.

Take Care,

Mike

Michael Foster
Assistant Planner
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064
207-937-5636, ext. 1536

mfooster@oobmaine.com



From: Dawn Piccolo <dmp081760@yahoo.com>
Sent: Thursday, February 11, 2021 11:40 AM
To: Michael Foster <mfooster@oobmaine.com>
Cc: Dawn Piccolo <dmp081760@yahoo.com>; Raymond Crepeau <autoworldparts@gmail.com>; Dave Middleton <dave@propertymanagementservicesmaine.com>
Subject: Diplomat Condominium Association - Concerned About and Opposed to Contract Zone proposal for 211 East Grand Ave

*****EXTERNAL*****

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If in doubt, please use an alternate method to the individual who claims to be sending the email.

Dear Mr. Foster,

I am writing on behalf of the Diplomat Condominium Association located at 215 East Grand Ave, Old Orchard Beach. We are an Association of 55 owners and a 7 member Board of Directors.

We (Diplomat Condominium Association) are opposed the the Contract Zone proposal on the agenda this evening for the 211 East Grand Ave project.

We have been contacted by many of our 55 owners who have shared their individual concerns. Our Board has unanimously voted that we are in full agreement with the issues and challenges stated in letter submitted by Dennis Wheeler, on behalf of Margaret Johnson.

Please note that while there are many concerns about the project as proposed, the Diplomat Association is especially concerned about parking issues resulting from the supposed public access to the beach and are concerned that the public will be parking in the Diplomat's lot, or dropping off pedestrians on East Grand Ave., causing traffic and safety concerns in front of our property.

The Diplomat Condominium Association is not opposed to reasonable development of the 211 East

Grand Ave parcel, but we ask that it be done in alignment with the town's comprehensive plan for this section of town.

Please share our email communication with the Planning Board and have it read this evening at the meeting. We will be participating virtually, but due to COVID issues are not comfortable attending in person.

Respectfully Submitted,

Dawn Piccolo, Board Secretary

Diplomat Condominium Association

CC:

Ray Crepeau, Board President

Dave Middleton, Property Manager

April 19, 2021

Town Council Old Orchard Beach
RE: 211 East Grand Ave. Proposed Development

Dear Town Council Members:

I have been a property owner in Old Orchard since 1989 and have lived here permanently since 2003 at 213 East Grand Ave, which abuts the land parcel at 211 involved in this proposal. These properties are within the Residential Beachfront District (RBD), an area less than a half mile that extends from Pancher Avenue to the Scarborough town line. It is a unique part of our town with many street to beach properties and a fair amount of trees and green space. The district provisions (since 2005) are designed to maintain the lower profile of this section of the town's beachfront.

For the past ten years, this has also been an area of the beach that has had some success in The Maine Audubon's Coastal Birds Project to protect endangered shorebirds. This program is in conjunction with the Maine Department of Inland Fisheries and Wildlife and local municipalities. Increased development along the shore has reduced the available habitat for plovers and terns. Less foot traffic in our area makes it a prime spot for nesting or retreating to. We have come to expect the orange twine staked off areas and signage to be in front of our places from May until late in July. We've learned the importance of coexisting with and protecting the birds and we have developed a lot of respect for the dedicated volunteers who monitor the wildlife on the beach.

I understand that changes will happen in our neighborhood, but these changes could be defined by our current zoning ordinances and recommended by the Town Government. It is difficult to see how this project is deemed necessary or a benefit to the town, the neighbors, or the abutters, which are important goals to be met as stated by the town's comprehensive plan. Adequate development can happen on this lot with the ordinances in place.

This plan submitted proposes to move and reposition the nearly 9,000 SF house on the lot. The relocation effort creates 3 substandard house lots that fail to comply with most of the ordinances. It also strips away all of the aesthetic value this unique lot offers. It seems evident here that approving this contract zone would only benefit the developer.

There are dune replacement mentions in the plan that are confusing and possibly inaccurate, but are touted as a benefit to the town. A site walk with the contract plan in hand, could help to understand this better. Also, the public access to the path put forth as a benefit seems unnecessary, will present safety and parking issues in the neighborhood, and will also invite more foot traffic through sensitive dune areas. This too is understood more clearly with a visit to the site.

I am asking the Council to consider and vet thoroughly all that has been presented. I hope you will not approve the contract zone proposal. Failure to reject it will most certainly be the end of the Residential Beachfront District and open it up to cluster housing on every square inch.

Thank you for your consideration,
Peagu Johnson

Town Council Members
RE: 211 East Grand Proposal

Submitted by
Margaret Johnson
213 East Grand Ave
Old Orchard Bch., ME



March 25, 2021

RE Financing Approval

To Whom it May Concern:

Pursuant with the requirements of the purchase and sale addendum effective 3/25/2021 between Timothy Swenson and/or Assigns (buyer) and Marcy Pluznick-Marrin/ Michael Pluznick (sellers) for the purchase of real estate located at 211 East Grand Avenue, Old Orchard Beach, Maine this letter is to serve as confirmation that the buyer has a conditional commercial loan commitment from Machias Savings Bank which states that the buyer is credit worthy and has been approved under the customary conditions for a commercial real estate loan. These conditions include appraisal, title and city approvals.

If you have any further questions or concerns, please feel free to contact me directly at 207-561-3937.

Sincerely,

A handwritten signature in blue ink that reads 'Francine Cram' followed by a stylized initial 'mtr'.

Francine V. Cram
Senior Vice President
Business Banking

4 Center Street, PO Box 318 | Machias, ME 04654-0318

{T} 800-339-3347 | {W} machiassavings.bank

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NOTICE OF PUBLIC HEARING
MUNICIPAL OFFICERS OF THE TOWN OF
OLD ORCHARD BEACH

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on April 20th, 2021 at 6:30 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach amend the Code of Ordinances, Chapter 42, Parks and Recreation, amending Section 42-144, Prohibitions and restrictions, by deleting the crossed through language and adopting the underscored language as follows:

Sec. 42-144. - Prohibitions and restrictions.

- (a) It shall be unlawful and a violation of this division to engage in any commercial use or operation of any water toy or nonmotorized watercraft on or from the town beach.
- (b) It shall be unlawful and a violation of this division to park, launch, use or operate any water toy on or from the town beach and in the adjacent tidewaters during the period June 21 through Labor Day of each year, except between 5:00 p.m. and 9:00 a.m.
- (c) It shall be unlawful and a violation of this division to park any nonmotorized watercraft on the town beach in the area located between Union Avenue and Walnut Street, during the hours of 9:00 a.m. through 5:00 p.m., inclusive, between June 21 through Labor Day of each year.
- (d) It shall be unlawful and a violation of this division to store on the town beach any water toy or nonmotorized watercraft during the period June 21 through Labor Day of each year.
- (e) The use of nonmotorized watercraft other than surfboards is permitted and shall not be a violation of this division on and from the town beach and in the adjacent tidewaters. However, the chief lifeguard may prohibit or restrict the use of such nonmotorized watercraft when in his judgment factors, including but not limited to crowd conditions, weather conditions and tides, make such action necessary. The use of surfboards is prohibited except as allowed by subsection (f) and (g) of this section.
- (f) The use of nonmotorized surfboards is permitted and shall not be a violation of this division in the following designated area of the town beach and adjacent ocean tidewaters: on the northerly side of the Old Orchard Pier from such pier to a point 125 yards from the pier. Such designated area shall be identified by appropriately placed signs, notices, ropes, buoys and/or other marks.
- (g) The use of nonmotorized surfboards is permitted and shall not be in violation of this division along the entire town beach during the following dates and times:
 - (1) Between the dates of Labor Day and June 21, at all times; and
 - (2) Between the dates of June 21 and Labor Day, during the hours from 5:00 p.m. to 9:00 a.m.
- (h) There shall be no surf fishing from the beach from Memorial Day to Labor Day, from 9 a.m. to 5 p.m.**
- (l)**(h) This section shall not apply to a marina; a passenger transportation service, such as excursion boats, charter boats, water taxis or water shuttles; or a waterborne amusement ride, which is: (i) operated at, to, from or adjacent to the pier; (ii) operated pursuant to an annual license issued by the town council under article II of chapter 18; and (iii) operated only in areas approved by the town council and marked off by buoys, ropes, floats or other devices designed to keep swimmers and bathers from entering the operations area. The town council may approve such an operation only

upon finding that it will not create a hazard to the public health, safety or welfare by endangering swimmers, distracting lifeguards from the performance of their duties, contributing to noise or water pollution or otherwise interfering with the public's use and enjoyment of the town beach and adjacent tidewaters, and the town council may impose conditions to ensure compliance with such findings.*

*Notwithstanding the provisions of Title 1, section 302 of the Maine Revised Statutes, this amendment shall affect proceedings pending at the time of its passage.

Per Order of the Municipal Officers this 6th day of April, 2021.

A True Copy

Attest:

s/Kim McLaughlin

Kim M. McLaughlin, Town Clerk

From: [Dana Kelley](#)
To: "ldock@maine.rr.com"
Cc: [Jennifer Hayes](#)
Subject: FW: Old Orchard Beach - Question on surf casting
Date: Wednesday, April 7, 2021 11:29:11 AM

Mike here is some information Kim got last year regarding the towns ability to regulate surf casting on the beach. It does appear that we have the authority to do so.

Dana

From: Kim McLaughlin
Sent: Tuesday, April 6, 2021 7:11 PM
To: Dana Kelley <dkelley@oobmaine.com>
Subject: Fwd: Old Orchard Beach - Question on surf casting

Sent from my iPhone

Begin forwarded message:

From: Dana Kelley <dkelley@oobmaine.com>
Date: July 29, 2020 at 2:29:42 PM EDT
To: Kim McLaughlin <kmclaughlin@oobmaine.com>
Subject: RE: Old Orchard Beach - Question on surf casting

Thanks.

From: Kim McLaughlin
Sent: Wednesday, July 29, 2020 1:30 PM
To: Larry Mead <lmead@oobmaine.com>; Dana Kelley <dkelley@oobmaine.com>
Subject: FW: Old Orchard Beach - Question on surf casting

Larry and Dana,

According to the Attorney's e-mail below, we should be able to regulate fishing off the beach as long as we don't prohibit it. Let me know if you want to see what other Towns are doing.

Thank you.

Kim

From: Legal Services Department <legal@memun.org>
Sent: Wednesday, July 29, 2020 1:12 PM
To: Kim McLaughlin <kmclaughlin@oobmaine.com>
Subject: RE: Old Orchard Beach - Question on surf casting

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.

Kim,

Since I emailed you last week, I did some more in-depth research into your inquiry and was able to find the statute that was eluding me. Maine law states that “Municipalities shall have jurisdiction to exercise police powers to control public use of intertidal land, except where such exercise is superseded by any state law.” [12 M.R.S. § 573](#). This supports what I wrote last week, namely, that while I don’t think the Town can prohibit surf casting altogether, I do think that it can regulate it.

I also looked for other statutes and state regulations that would supersede or preempt municipal regulation on this issue, but did not find anything. This is not to say that my research was foolproof. Before the Town attempts to draft an ordinance regulating surf casting, I recommend that you engage your town attorney both for a second opinion and for help with the drafting process.

Finally, to the obvious, casting lines into waters where people are swimming is inherently dangerous, and the fisherman who injures a swimmer would almost certainly be subject to private tort liability for either negligence or even recklessness.

Please do not hesitate to call or email me if you have additional questions.

Sincerely,

Michael Lichtenstein, Staff Attorney
Legal Services Department
Maine Municipal Association
60 Community Drive, Augusta, ME 04330
1-800-452-8786 (in-state)
207-623-8428
FAX 207-624-0187
legal@memun.org

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message. Thank you.

From: Legal Services Department
Sent: Wednesday, July 22, 2020 4:53 PM
To: 'kmclaughlin@oobmaine.com' <kmclaughlin@oobmaine.com>
Subject: RE: Old Orchard Beach - Question on surf casting

Kim,

Maine's courts have indicated that the public has rights to fishing, fowling and navigation along the shore. However, some of the same cases that identify these rights have also identified limits on such rights. For example, the public's right to fishing on the shore does not include the removal of seashells and possibly rocks, though courts will generally apply a "sympathetically generous" interpretation of these terms. (*Bell v. Town of Wells*, 557 A.2d 168 (Me. 1989)). This leads me to believe that, while a town cannot (and you have indicated that you do not want to) prohibit fishing on the beach, some municipal regulation short of prohibition might be permitted under state law. Since the case law is not clear on this point, though, and I have not been able to find a statute that addresses this question, I will need to do some more in-depth research.

I will be out of the office tomorrow, Friday, and Monday. I look into to your question further early next week. If you need an answer before then, please reply to this email and our administrative assistant will reassign the inquiry to one of my colleagues.

Sincerely,

Michael Lichtenstein, Staff Attorney
Legal Services Department
Maine Municipal Association
60 Community Drive, Augusta, ME 04330
1-800-452-8786 (in-state)
207-623-8428
FAX 207-624-0187
legal@memun.org

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From: Kim McLaughlin [<mailto:kmclaughlin@oobmaine.com>]
Sent: Monday, July 20, 2020 12:26 PM
To: Legal Services Department <legal@memun.org>

Subject: Old Orchard Beach - Question on surf casting

Hope all is well. I have been asked a question reference to surf-casting off the beach. I called Marine Resources, who referred me to Marine Patrol, who didn't have an answer. Can we regulate the times when people are allow to fish on the beach? We are not looking to prohibit it. We have had an issue where there are a lot of swimmers, and someone surf-casting next to them. The lifeguard asked them to leave, and they refused because we did not have an ordinance prohibiting them from being there. Are we allowed to regulate that?

Thank you.

Kim McLaughlin
Town Clerk
Old Orchard Beach

SURF FISHING HISTORY

3/4/1963 Town Meeting

- Prohibit surf fishing 9 a.m. to 5 p.m. daily during the summer season.

3/4/1964 Town Meeting

- Prohibit surf fishing 9 a.m. to 5 p.m. from 06/15/1964 to Labor Day

3/9/1965 Town Meeting

- Prohibit surf fishing from 9 a.m. to 5 p.m. daily during the summer except for inclement weather

1/25/1966 Town Council

- Prohibit surf fishing daily during the summer months

1/23/1967 Town Council

- Prohibit surf fishing on the beach area between the hours of 9 a.m. and 5 p.m. daily during the period of June 15 – September 15

2/19/1968 Town Council

- Prohibit surf fishing on the beach area between the hours of 9 a.m. and 5 p.m. daily during the summer season with the further suggestion that an ordinance be prepared and posted for enactment to eliminate the necessity of voting yearly.

2/13/1969 Town Council

- Prohibit surf fishing on the beach area between the hours of 9 a.m. and 5 p.m. daily during the summer season.

PUBLIC HEARING – SPECIAL AMUSEMENT PERMIT APPROVALS:

Robert Bouthot d/b/a Strike Zone Restaurant & Pub, (205-4-1-C), 20 Old Orchard Street, live music inside & outside from 11:00am thru midnight.

Michael Harris & Matthew Wolf: Surfs Up, LLC d/b/a Surf-6 restaurant, (306-2-9), 2 Cortland Street, acoustic musician outside on deck and inside from 11am thru 11pm.*

*[*Note: this is a change from last year's approval of 11am to 10pm.]*

Michael Harris & Matthew Wolf: Sandy Bottom Investment Group, Inc. d/b/a Myst Restaurant, (306-1-2), acoustic musician inside, outside deck & patio from 11am thru 11pm.*

*[*Note: this is a change from last year's approval of noon to 10pm]*

Chair opened the public hearing @ 8:17pm

Motioned by: Councilor Tousignant

Seconded by: Councilor Kelley

Vote: 5-0

Chair closed the public hearing @ 8:18pm

Chair O'Neill polled Council in regards to moving Recreation Department Budget Workshop to next Tuesday, April 27th, 2021. Council agreed.

NEW BUSINESS

Agenda Item #7410

Discussion with Action: Authorize the Town Manager to enter into contracts with Central Maine Power and Revision Energy for the acquisition of two (2) dual charging electric vehicle pedestal unit stations for use on First Street opposite the intersection with Staples Street to the Chamber of Commerce in the amount of \$24,000 from Contingency, account number 20118-50350 with a balance of \$103,599.48.

Background: *(see attached quote)*

The Maine Legislature directed the Maine Public Utilities Commission (MPUC) to solicit proposals for pilot programs to support the growing shift to electric vehicles in Maine's transportation sector. In February 2020, the MPUC approved funding for two pilot programs to support this goal: a.) Efficiency Maine Trust's Rebate Program and b.) Central Maine Power's Make-Ready Grant Program. Revision Energy is the named service company who provides the installation for the CMP Make-Ready Grant. The Town would locate the charging stations at four existing on-street parking stations on First St. just opposite the intersection with Staples Street. These charging stations would be available for public use for an hourly fee, that is payable by credit card using a cell phone application. Grant applications are received on a rolling, first- come, first-

served process. The proposed cost reflects a grant of \$16,000 from CMP directed towards installation costs.

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant w/discussion. Town Manager Mead stated that this was an opportunity to take advantage of some great subsidies. He acknowledged the Chamber's project and presence but noted that the Chamber had not already moved forward with their project. To the Chamber's credit they were also looking at 8 charging ports (4 pedestals). Town Manager Mead proposed the 4 on-street parking spaces temporarily with a move of the 2 EV posts into the Chamber when the business was ready for the move.

Kim Howard – Executive Director OOB Chamber of Commerce: spoke to the concern re: the proposal. Mike Halle- Treasurer for OOB Chamber of Commerce spoke to the concerns but did not want to halt progress. He credited Town Manager Mead's intentions but noted that it was feared the Chamber would be blocked in putting in their own EV stations at a future point. He noted that the Chamber had "excess" electricity that can be filtered into the stations (as excess from the solar panel units onto of the Chamber).

Councilor Blow questioned if the EV stations were metered and who would get the revenue?

Town Manager Mead stated that the intention was for a revenue share due to the loss of parking revenue.

Councilor Tousignant questioned why the pedestals could not be placed somewhere further along First Street or in the Veteran's Memorial Parking Lot.

Discussion continued with confirmation that the Chamber was not ready to move forward in their EV project (referenced financially). A roll call vote was taken with all in favor, except Councilor Tousignant.

Vote: 4-1

Agenda Item #7411

Discussion with Action: Approve the Pole Permit application from Central Maine Power to install pole 3H on Patoine Place.

Background: *pole permit attached*

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

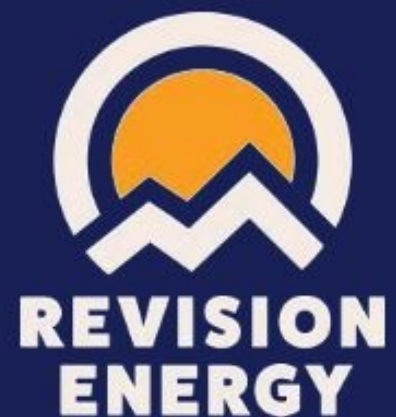
Vote: 5-0



Electric Vehicle Charging Station Proposal

Jen Hayes, Secretary to Town Council
OOB Chamber of Commerce
11 First Street
Old Orchard Beach, ME 04064

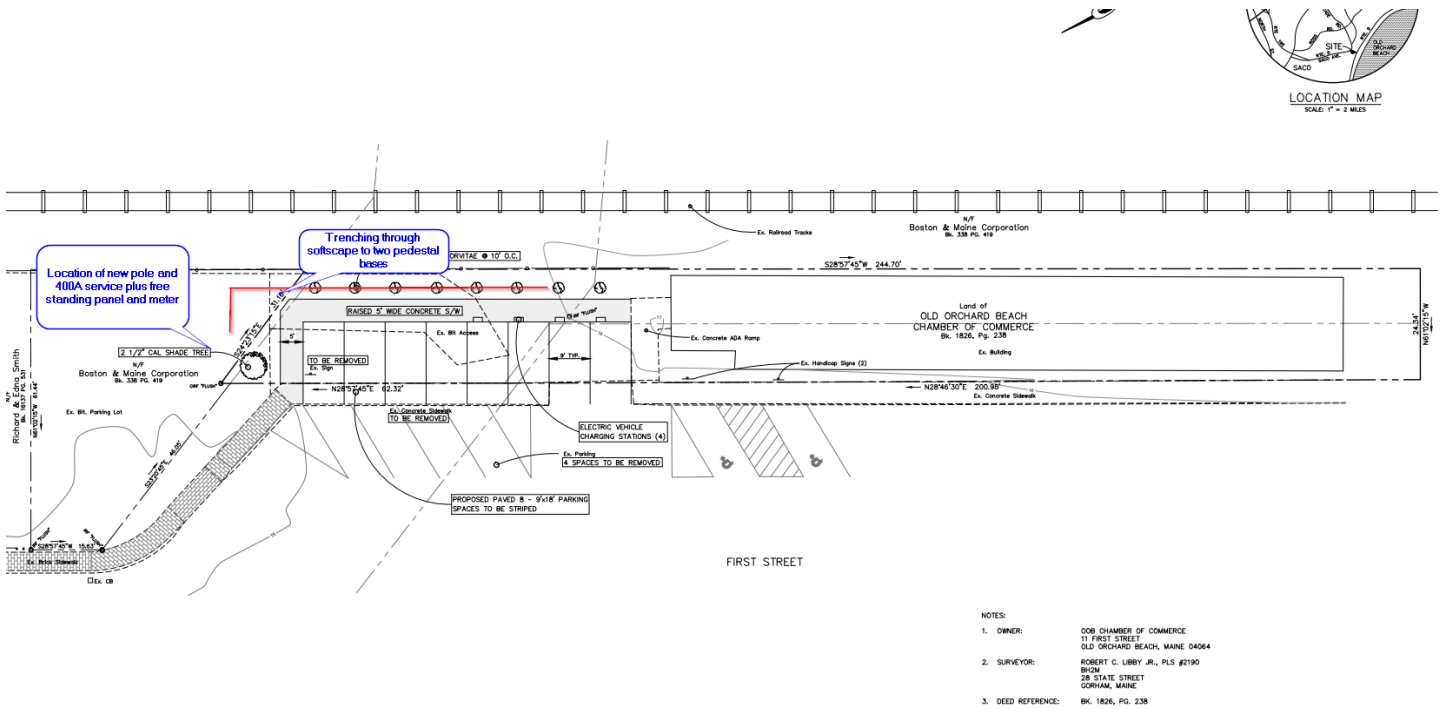
Barry Woods.
barryw@revisionenergy.com
(207) 494-4440
March 5, 2021



-Project Summary-

ReVision Energy will work with Central Maine Power (“CMP”) as part of its Level 2 EV Charging “Make Ready” Pilot program to provide a turnkey electric vehicle charging station installation service for the Town of Old Orchard Beach at its Chamber of Commerce public parking surface parking lot located on First Street. CMP will provide a new 400A service and pole extension to this location, which will also allow additional capacity for expansion later.

Project Location- New plan for Chamber’s Public Surface Lot with new service location and new 400A service/panel with conduit to parking spaces.



Current Aerial View of proposed charging spaces off First Street



SCOPE OF WORK

The following scope of work details the installation of two (2) dual charging pedestal units (providing four ports) at the Chamber's First Street surface parking lot. This Make-Ready infrastructure includes bringing a new 400A service via a pole mounted transformer to the corner of the lot and providing a ground mounted new 400A panel and meter that will be tied to the new charging pedestals. This new electrical service will allow for future expansion of the charging resource. This project will include installing two pedestal bases, bollards, signage, and charging pedestal units. The chargers will be tied in via trenching and conduit along the softscape to the new service.

Major Components

- (1) Two (2) dual Charging Pedestals with four (4) ports
- (2) 400A New Panel NEMA 3R and new meter
- (3) Placement of two pre-cast pedestal bases and four (4) protective bollards for chargers
- (4) Four (4) 40A two pole breakers for power cabinet
- (5) ReVision will perform the excavation/trenching as needed for setting pedestals and conduit
- (6) Four (4) pole mounted EV signs for parking spaces.

Assumptions:

- (1) Utility has provided a cost estimate for the pole extension and new power to this location included in our quote
- (2) Cellular connection is adequate for the smart charging network chosen
- (3) Customer will select a smart charging hardware/network technology; and
- (4) Five year term for appropriate smart charging network and extended warranty are included in project cost.

HOW IT WORKS



No matter which level two smart charging technology you choose, ChargePoint or Enel X/JuiceBox, both are UL listed to ensure a reliable charge every time. ReVision Energy has selected these two brands based on customer satisfaction, superior performance and versatile features. ReVision Energy understands how to size the charger to best meet the customer's needs, budget and available electrical service, as well as design a charging space that works best for drivers. Level II chargers provide the most cost-effective and efficient means to serve plug-in EV drivers, which means you should compare the difference between the smart charging network capabilities and costs to determine what makes the most sense. Both offer a host managed dashboard to monitor usage and access. ChargePoint's network has been around longer and has demonstrated "up time" reliability. Enel X/Juicebox is competitively priced, simpler design

but without the sophisticated touchscreen or user interface.



Both chargers are simple to use via smart phone apps and the universal connector makes it compatible with all EVs. When charging is complete, drivers simply place the connector in the charging station holster and the cable retractor keeps the cord set organized and out of the way. Since drivers depend on the Level two charger to keep their car's battery charged and safe, the charger features smart reclosure that self-checks the system and resumes charging after minor stoppage.

To access their smart functionality, the host is required to maintain an annual network subscription from ChargePoint or Enel's Enterprise network. ReVision will provide activation services as well as further guidance needed to insure proper operation and network interconnection for either one selected. We attach a brochure to provide more detailed information on each one's capabilities.

Project Costs- Installation Plus Charger Options

Total Installation Service Costs			\$21,165
CMP Make Ready Grant Eligible Expenses	4	\$4,000	\$16,000
Customer Installation Expenses			\$6165

Charger Hardware/Network (including 5 year networking and warranty)			
Juicebox Pro Pedestal with Cellular	2	Includes hardware, shipping, tax, mounting, activation	\$17,835
ChargePoint Dual Pedestal (CT4021)	2	Includes hardware, shipping, tax, mounting, activation	\$26,979

Note- Both Charger Option costs include 5 years of Network and Extended Warranty as detailed below:

Network Fees			
Chargepoint Charger Activation fee	\$349	per pedestal (waived if 5 year assure warranty is purchased)	\$0
Chargepoint Site Validation fee	\$599	required per site (waived if 5 year assure warranty is purchased)	\$0
Chargepoint 5 year network fee	\$1,319	per port for 5 years	\$5276.00
Juicenet 5 year cell plan	\$1,000	per pedestal for 5 years	\$2000.00
Juicenet Enterprise 5 years	\$600	per port for 5 years	\$2400.00
Extended warranty			
ChargePoint Assure warranty	\$2,495	per pedestal for 5 years	\$4990
Juicebox extended warranty	\$110	per port to add 2 yrs to existing 3 yr warranty	\$440

Customer Share of Project Cost (Installation & Hardware/Network Option Selected)			
	Installation		Hardware/Network/Warranty
ChargePoint Option-	\$6165	+	\$26,979= \$33,144
			Per Port= \$8286
Enel X/JuicePedestal Option-	\$6165	+	\$17,835 = \$24000
			Per Port= \$6000

Each component is warranted separately:

- ReVision Energy provides a one-year warranty on all labor and services the manufactures' warranty of the various components
- Charger Hardware selected offers a standard warranty/extended 5 year warranties.

Pricing expires after 30 days from proposal date

- ½ due upon agreement of contract
- Balance due upon completed installation

ReVision Energy

ReVision Energy is northern New England's leading clean energy, installation, and service company. Committed to accelerating the region's transition to clean renewable energy, we have completed more than 10,000 installations since 2003. We are locally-owned and staffed with offices in Liberty and Portland, Maine; Brentwood and Enfield, New Hampshire, and North Andover, Massachusetts. Collaboration ensures the highest level of technical expertise to be found in the Northeast. ReVision's installations currently span Maine, New Hampshire, Massachusetts, and Vermont. To ensure maximum performance and longevity in a relatively harsh northern climate, each system is designed by our in-house team trained at top universities (including Dartmouth, MIT, Brown, UMaine, and UNH) and installed by our own team of licensed, certified, and highly trained technicians. ReVision Energy is listed in *Solar Power World's* Top 500 North American Solar Contractors list since 2014 and in 2017 was named #1 Rooftop Solar Installer in New England. We have also installed hundreds of level 2 electric vehicle charging stations for public and private access across the New England region as well as over 30 DC Fast Chargers, including Maine's first large scale fast charging corridor done in partnership with ChargePoint. We are committed to helping transition our transportation system to clean, renewable electricity. We currently have 260 full-time employee-owners in our five locations ensuring unparalleled in-house expertise in all aspects of clean energy project development, design, and installation.

Agenda Item #7412

Discussion with Action: Award the contract to Woodard & Curran in the amount of \$7,500 for the design and engineering services for the Portland Area Comprehensive Transportation System (PACTS) project for roadway and sidewalk improvements on West Grand Avenue between Union Avenue and Pavia Avenue which was previously approved by Council on February 16, 2021, from account number 50002-50506 CIP Public Works Roadway Improvements Account with a balance of \$62,415.33.

Background: *(see attached documents re: Woodard & Curran scope, schedule and project budget)*

Motioned by: Councilor Kelley

Seconded by: Councilor Blow

Vote: 5-0

Agenda Item #7413

Confirm the appointment and six (6) month contract for Diana Asanza as Interim Town Manager effective May 5, 2021 through November 4, 2021 with an annual salary of \$110,000.

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

April 14, 2021



Diana Asanza, Finance Director
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064

Re: Proposal for West Grand Avenue Design and Bid Services

Dear Diana:

We appreciate you asking us for a proposal to assist the Town with design services for improvements along 0.2 miles along West Grand Avenue, from Pavia Avenue to Union Avenue, including sidewalks, grading, and paving. We understand the Town of Old Orchard was awarded a Municipal Partnership Initiative (MPI) grant for the proposed roadway improvements (WIN 025013.00).

SCOPE OF SERVICES

Woodard & Curran agrees to provide the following services:

West Grand Avenue Design and Bid Services

Engineer will develop design drawings depicting the proposed reconstruction for West Grand Avenue utilizing the Town's existing GIS aerial, topographic, and utility data. The design drawings will include roadway and sidewalk plans, limits of work for paving, notes, and details. Engineer will also prepare unit price bid form and supplemental specifications for the Project consistent with the Maine DOT's standard "Book Project" documents to be included with the Town's standard front-end documents. Engineer will also prepare an opinion of probable construction cost for the Work upon completion of the final (100%) design submittal.

Engineer will provide the Town with an electronic copy (PDF) of the 100% design submittal of the Project plans, specifications, and cost estimate for submission to Maine DOT for concurrent review and acceptance, specifically documenting any exceptions to Design Standards. We will accept one set of review comments, modify the documents as required, and prepare final bid documents.

We understand the Project will be bid through the Town's public procurement process. Engineer will provide the Town with a PDF of Plans and Specifications and prepare the RFP for bidding. We understand the Town will act as the Plan Holder for the Project, provide Plans and Specifications to contractors as requested, and issue addendums. Engineer will assist the Town by answering technical RFIs submitted during the bid process. We do not anticipate attending the pre-bid meeting or bid opening.

SCHEDULE

West Grand Avenue Work can begin upon receiving Authorization to Proceed and bid documents will be read for advertisement within 6 weeks.

BUDGET

Engineer proposes to perform the Work described within this proposal based upon the fee and billing methods described below:

West Grand Avenue Design and Bid Services	\$7,500	Lump Sum
--	----------------	-----------------



Engineer proposes to perform the services described on a lump sum basis, inclusive of reimbursable and direct expenses and billed on a monthly basis for percentage of Work completed. Monthly invoices will include a summary of services provided during the invoice period.

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the attached Standard Terms and Conditions between Woodard & Curran, Inc. and the Town of Old Orchard Beach.

CLOSING

We greatly appreciate this opportunity to continue to offer our services to the Town of Old Orchard Beach. If you accept this proposal and wish to proceed with the Scope of Services, please sign the attached Standard Terms and Conditions and return a copy for our records.

Thank you for allowing us to propose on this Project.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink that reads "Brent M. Bridges".

Brent M. Bridges, PE
Senior Principal

BMB/mdlm

Enclosure Standard Terms & Conditions



WOODARD & CURRAN TERMS & CONDITIONS

STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated April 14, 2021 ("Scope of Services"), constitute the terms of this agreement ("Agreement") between Woodard & Curran, Inc. ("Engineer"), with an address of 41 Hutchins Drive, Portland, ME 04102, and Town of Old Orchard Beach ("Client"), with an address of 1 Portland Avenue, Old Orchard Beach, ME 04064, with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Engineer desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Services

Engineer, as representative of the Client, shall perform the services described in the attached Scope of Services.

- 1.1 Assumptions. The Engineer's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Engineer's Responsibilities

Engineer shall be responsible for the following:

- 2.1 Engineer will perform all work in accordance with the attached Scope of Services.
- 2.2 Engineer will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Engineer's undertaking herein or its performances of services, and it is agreed that Engineer is not a fiduciary or municipal advisor to the Client.
- 2.3 Engineer shall comply with all laws and regulations applicable to Engineer's performance of the Scope of Services.
- 2.4 Engineer shall assign a project manager to act as Engineer's representative with respect to services to be rendered under this Agreement.
- 2.5 Engineer shall have all licenses and permits required to perform the Scope of Services.

3. Client's Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Engineer:

- 3.1 Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Engineer's services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.
- 3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.
- 3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.
- 3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.
- 3.5 Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer's services.
- 3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.
- 3.7 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA") pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Engineer is not providing the services of an IRMA. Client shall retain and consult with an IRMA prior to acting on any information and material under the Agreement.



WOODARD & CURRAN

TERMS & CONDITIONS

4. Subcontracts

- 4.1 If requested by Client, the Engineer will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Engineer, and the Engineer will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Engineer will recommend the use of such third parties with reasonable care, but does not guarantee their services and will not be liable for their errors or omissions.
- 4.2 In the alternative, Engineer may subcontract any portion of the Scope of Services to a subcontractor approved by Client, and the Engineer will add a 10% surcharge on invoices paid directly by the Engineer for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Engineer's monthly invoices submitted to Client.

5. Billing and Payment

- 5.1 Client shall pay Engineer on a Lump Sum basis as set forth in the attached Scope of Services.
- 5.2 Payment will be due upon receipt of Engineer's invoice. Payments due Engineer and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one (1.0) percent per month (12 percent per annum) until paid in full. In the event that Engineer is compelled to take action to collect past due payments, the Client will reimburse Engineer for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.
- 5.3 If the Project is suspended or abandoned in whole or part, Engineer shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Engineer's compensation shall be equitably adjusted between the Client and Engineer.
- 5.4 No deductions shall be made from Engineer's compensation on account of sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party.
- 5.5 If the Client fails to make payment when due Engineer for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Engineer may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by

Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Engineer shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

- 5.6 If Client objects to all or part of any invoice, Client shall notify Engineer in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Engineer, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.
- 5.7 If circumstances or conditions not originally contemplated or known to Engineer are revealed, and affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Engineer shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for this or other project sites; or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Scope of Services.

6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Engineer (and Engineer's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and



WOODARD & CURRAN

TERMS & CONDITIONS

without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation rates to be agreed upon by Client and Engineer.

- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Engineer's rights under this section.

7. Limitation of Liability

- 7.1 The total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Engineer or Engineer's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Engineer's applicable insurance policy limits set forth herein.
- 7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

- 8.1 Engineer is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Engineer will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Engineer waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or its contractor. The Client shall require a similar waiver from any contractor.

9. Indemnification Hold Harmless

- 9.1 Engineer agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions,

and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or negligent omissions.

- 9.2 Client agrees to indemnify and hold Engineer, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

- 10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Engineer does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

11. Notice

- 11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days being after mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), and shall be deemed given when delivered.

12. Dispute Resolution

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel



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involved in the Controversy shall meet at a mutually acceptable time and place within five business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at an Engineer's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Engineer for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten

(10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Engineer shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

14. Construction Contract Responsibilities

14.1 When Engineer's services include the performance of any services during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the Project site) will be to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Engineer does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents.

14.2 If Engineer's contract with the Client so requires, Engineer shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and



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procedures of construction, including safety of construction.

15. Health and Safety

15.1 Engineer and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Engineer determines in its sole discretion to be unsafe or unhealthy, Engineer shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Engineer and Client may terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

15.2 Engineer will not implement or be responsible for health or safety procedures other than for its own employees. Engineer shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Engineer's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

16. Environmental Conditions and Subsurface Risks

16.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Engineer and Client agree to the following:

16.1.1 Hazardous Substances. Client acknowledges that Engineer has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Engineer harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

16.1.2 Client's Duty to Notify Engineer of Hazards. Client shall provide Engineer with all information known

to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Engineer immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

16.1.3 Engineer shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

16.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Engineer shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Engineer does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Engineer's performance of any work at the Project site.

16.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Engineer to make the planned borings, explorations, or field tests. Engineer will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Engineer's operations, or the operations of any person or entity engaged by Engineer in the performance of services under this agreement. If Engineer is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Engineer's fee.

16.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist. The Client acknowledges these risks.

16.1.7 Engineer will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Engineer will contact



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public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Engineer observes such standard of care, Engineer will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Engineer's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Engineer by Client or by any other party, or which could not have been reasonably identified by Engineer.

17. Samples

17.1 Non-Hazardous Samples. Engineer will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Engineer's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Engineer will ship such samples to the location designated by Client, at Client's expense. Engineer may, upon written request, arrange for storage of samples at Engineer's offices at mutually agreed storage charges. Engineer will not give Client prior notice of intention to dispose of samples.

17.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Engineer shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Engineer will store such samples at Client's expense and Client will pay an additional fee as charged by Engineer in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

18. Miscellaneous

18.1 This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

18.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the State of Maine, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

18.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

18.4 The Client and Engineer respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

18.5 This Agreement represents the entire and integrated Agreement between the Client and Engineer, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Engineer.

18.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

18.7 Any estimates or opinions of Project or construction costs are provided by Engineer on the basis of Engineer's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Engineer. Similarly, since Engineer has no control over building operation and/or maintenance costs, Engineer cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Engineer. No fixed limit of construction costs is established as a part of this Agreement.

(Signatures on next page)



WOODARD & CURRAN TERMS & CONDITIONS

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

ENGINEER:

WOODARD & CURRAN, INC.

By: Brent M. Bridges

Printed: Brent M. Bridges

Title: Senior Principal

Thereunto duly authorized

Date: April 14, 2021

CLIENT:

TOWN OF OLD ORCHARD BEACH

By: _____

Printed: Larry Mead

Title: Town Manager

Thereunto duly authorized

Date: _____

Agenda Item #7414

Discussion with Action: Authorize the Town Manager to execute a Pedestrian Access Easement with TPE ME OO01 Land LLC to and from the Town's property located on Ross Road at Assessors Map 107-2-18, commonly referred to as the Blueberry Plains.

Background:

The Planning Board recently approved a solar development project on Ross Road that is adjacent to a 35 acre Town property identified as the Blueberry Fields that is used for recreation and open space purposes. This proposed easement from the owner of the solar development would allow for pedestrian access along the perimeter of their property. The termination of the pedestrian easement is at the CMP power line that is proximate to Pine Valley Road in the Dunegrass neighborhood.

Motioned by: Councilor Kelley

Seconded by: Councilor Blow

Vote: 5-0

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

TPE ME OO01 Land LLC
c/o TPE Development LandCo LLC
3720 S. Dahlia Street
Denver, CO 80237

PEDESTRIAN ACCESS EASEMENT

THIS PEDESTRIAN ACCESS EASEMENT (this “**Easement**”) is entered into as of the ____ day of _____, 2021, by and between TPE ME OO01 Land LLC, a Delaware limited liability company (“**Grantor**”) and the Town of Old Orchard Beach, a body corporate and politic with a mailing address and place of business at 1 Portland Avenue, Old Orchard Beach, Maine 04064 (the “**Grantee**”).

RECITALS

A. Grantor is the owner of the real property located in the Town of Old Orchard Beach, York County, Maine, legally described on Exhibit A attached hereto and made a part hereof (“**Grantor Property**”).

B. Grantee is the owner of the real property located in the Town of Old Orchard Beach, York County, Maine, legally described on Exhibit B attached hereto and made a part hereof (“**Grantee Property**”).

C. Grantor has agreed to grant to Grantee a non-exclusive easement for access across Grantor Property for public pedestrian access as shown on Exhibit C attached hereto and made a part hereof (the “**Easement Area**”).

AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, and Grantee hereby accepts, a pedestrian access easement over, across, and upon the Easement Area. Grantee may permit the public to use the Easement for pedestrian access to and from Grantee Property.

2. Statement of Purpose. This non-exclusive Easement shall be for the purpose of pedestrian ingress and egress to and from Grantee Property by Grantee and the public permitted to use such Easement by Grantee. Use of the Easement shall be non-exclusive and Grantor and lessees of Grantor's property may use the Easement Area provided such use shall not interfere with Grantee's rights contained in this Easement. Neither Grantor nor Grantee shall construct permanent structures, buildings or fences on the Easement Area, nor shall either party excavate or alter the Easement Area or add any impervious surface to the Easement Area. Grantee, at its sole cost and expense, shall have the right, but not the obligation, to clear vegetation from the Easement Area to make the Easement Area suitable for pedestrian use. Grantor shall have no obligation to improve the Easement Area, but Grantor, its successor and assigns (including Grantor's Lessee) reserves the right to trim, remove and clear vegetation within the Easement Area to the extent that trees or other vegetation may damage improvements located on Grantor's Property adjacent to the Easement Area or interfere with sunlight on Grantor's Property.
3. Maintenance. Grantee shall be responsible for the maintenance of the Easement Area and Grantee's use of the Easement Area shall not interfere with Grantor's use of Grantor's Property.
4. Indemnification. Grantee and members of the public who are permitted by Grantee to use the Easement Area shall do so at their sole risk. Grantee hereby agrees to defend, hold harmless, and indemnify Grantor, its successors and assigns (including Grantor's lessee), from any claim of liability or any other claim involving the Easement, or arising out of the Grantee's use of the Easement Area, unless caused by Grantor's negligent or willful conduct.
5. General Provisions. The following provisions shall apply to this Easement:
 - a. The obligations which are imposed by this Easement shall also be considered to be covenants running with the land, and all of the terms and conditions which are contained and expressed in this Easement shall bind and inure to the successors and assigns of the respective parties hereto. The term "Grantor" and "Grantee" used herein shall be interpreted to mean each party's respective successors and assigns.
 - b. This Easement will be enforced, construed, interpreted and governed, in all respects, by and under the law of the State of Maine.
 - c. No provision contained in this Easement shall be construed as creating a relationship of principal and agent, or partnership or joint venture.
 - d. This Easement may not be amended, altered or revised except by a written instrument signed by the then-current owner of the Easement Area, and the Grantee, and such amendment shall be recorded in the York County, Maine Registry of Deeds.

- e. The captions which are used in this Easement serve as a description of the paragraph contents only, and such captions are not intended to be interpretations of this Easement.
- f. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement shall remain valid and binding.
- g. Any notice which one party wishes or is required to give to the other party will be regarded as effective if such notice is in writing and either delivered personally to such party or such notice is sent by certified or registered mail, return receipt requested and postage prepaid, correctly addressed as follows:

If to Grantor: TPE ME 0001 Land LLC
 3720 S. Dahlia Street
 Denver, CO 80237
 Attention: Adam Beal
 Email: abeal@tpoint-e.com
 Phone: 970-379-3937

If to the Grantee: Town of Old Orchard Beach
 1 Portland Avenue
 Old Orchard Beach, ME 04064
 Attention:
 Email:
 Phone:

Any party may file written notice of change of address with the other party.

- h. This Easement may be signed in multiple counterparts on separate signature pages, which when assembled shall comprise a single instrument.

[Intentional end of page. Signatures and acknowledgments follow on next page(s).]

IN WITNESS TO THIS EASEMENT, the parties have caused this Pedestrian Access Easement to be executed as of the day and year first above written, subject to all of the terms and conditions herein set forth.

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF:

TPE ME 0001 Land LLC,
a Delaware limited liability company

By: _____

Name: Adam Beal

Title: Authorized Agent

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF:

Town of Old Orchard Beach,
a body corporate and politic

By: _____

Name: _____

Title: _____

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me as of this ___ day of _____, 2021, by Adam Beal, the Authorized Agent for TPE ME OO01 Land LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me as of this ___ day of _____, 2021, by _____ the _____, of Town of Old Orchard Beach, a body corporate and politic, on behalf of the Grantee.

Notary Public

Notary Public

EXHIBIT A

Legal Description of GRANTOR Property

A certain lot or parcel of land located on the southeasterly sideline of Ross Road, so called, in the Town of Old Orchard Beach, County of York and State of Maine as shown on plan titled "Final Site Plan, TPE ME 0001, LLC, Solar Project, Ross Road, Old Orchard Beach, Maine" dated October, 2020 by Berry Huff McDonald Milligan, Inc.; said parcel being more particularly described as follows;

Beginning at a capped iron rod to be set (PLS #2104) on the southeasterly sideline of said Ross Road at the northeasterly corner of the land now or formerly of Elizabeth Poitras;

Thence S 57°-20'-29" E along the land of said Poitras a distance of 119.98 feet to a capped iron rod found (PLS #2104);

Thence S 33°-50'-46" W along the land of said Poitras a distance of 79.98 feet to a capped iron rod found (PLS #2104) and land now or formerly of Kristen Barth;

Thence S 57°-20'-49" E along the land of said Barth a distance of 898.93 feet to capped iron rod found (PLS #2273);

Thence S 31°-54'-33" W along the land of said Barth a distance of 464.96 feet to a 3/4" iron pipe found at the land now or formerly of the Sumter Landing subdivision;

Thence S 32°-15'-26" W along the land of said Sumter Landing Subdivision a distance of 368.30 feet to a capped iron rod to be set (PLS #2190) and the remaining land of the Ford Family Trust;

Thence S 48°-40'-08" E along the remaining land of Ford Family Trust a distance of 632.07 feet to a capped iron rod to be set (PLS #2190) and the land now or formerly of Old Orchard Beach Land Development;

Thence S 61°-25'-47" E along the land of said Old Orchard Beach Land Development a distance of 427.78 feet to a capped iron rod to be set (PLS #2190) and land now or formerly of Central Maine Power Company;

Thence N 33°-42'-46" E along the land of said Maine Central Power Company a distance of 397.71 feet to a capped iron rod to be set (PLS #2190);

Thence N 08°-43'-55" E along the land of said Central Maine Power Company a distance of 870.61 feet to a capped iron rod found (PLS #1293) at other land now or formerly of Central Maine Power Company;

Thence N 54°-37'-52" W along the land of said Central Maine Power Company and the land now or formerly of Misty D. Houle a distance of 1720.24 feet to a 2" iron pipe found on the southeasterly

sideline of said Ross Road;

Thence S 35°-14'-02' W along the southeasterly sideline of said Ross Road a distance of 297.18 feet to the point of beginning.

The above described parcel contains 1,483,176 square feet (34.05 acres). All bearings refer to Grid North NAD83, West Zone.

Exhibit B

Legal Description of Grantee Property

A certain lot of parcel of land on the southeasterly sideline of Ross Road, so called, in the Town of Old Orchard Beach, County of York and State of Maine; said parcel being more particularly described as follows;

Beginning at a capped iron rod to be set (PLS #2190) on the southeasterly sideline of said Ross Road at the northwesterly corner of the land now or formerly of Joseph D. Emmons;

Thence N 70°-43'-35" E along the land of said Emmons a distance of 440.00 feet to a capped iron rod to E along the land of said Emmons a distance of 440.00 feet to a capped iron rod to be set (PLS #2190);

Thence S 23°-36'-14" W along the land of said Emmons a distance of 375 feet more or less to the W along the land of said Emmons a distance of 375 feet more or less to the centerline of Goosefare Brook, so-called, and the Town of Old Orchard Beach and the City of Saco town line;

Thence in the general southeastly direction along the centerline of said Goosefare Brook a distance of 531 feet more or less to a point and land now for formerly of John M. & Linda A. Kerry;

Thence N 37°-41'-32" E along the land of said Kerry and the land now for or formerly of John M., Richard E along the land of said Kerry and the land now for or formerly of John M., Richard R., Paul E. & David T. Kerry a distance of 1375.70 feet to a capped iron rod to be set (PLS #2190);

Thence S 58°-18'-28" E along the land of said Kerry a distance of 427.18 feet to a capped iron rod to be E along the land of said Kerry a distance of 427.18 feet to a capped iron rod to be set (PLS #2190) and land now for formerly of Central Maine Power, Co.;

Thence N 35°-48'-28" E along the land of said Central Maine Power Co. and along the land now or formerly E along the land of said Central Maine Power Co. and along the land now or formerly of Old Orchard Beach Land Development a distance of 1418.98 feet to a capped iron rod to be set (PLS #2190) and the remaining land of the Ford Family Trust;

Thence N 48°-40'-08" W along the remaining land of the Ford Family Trust a distance of 632.07 feet to a W along the remaining land of the Ford Family Trust a distance of 632.07 feet to a capped iron rod set (PLS #2190) at the southeasterly sideline of the land to be conveyed to Mezoian Development, LLC as shown on the plan titled "Final Plan, Sumter Landing, Ross Road, Old Orchard Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine" dated January 2020 as revised through 9/24/20 by Berry Huff McDonald Milligan, Inc. and dated January 2020 as revised through 9/24/20 by Berry Huff McDonald Milligan, Inc. and recorded in the York County Registry of Deeds in Plan Book 410, Page 11;

Thence S 32°-15'-26" W along the land of said Mezoian Development, LLC a distance of 422.06 feet to a W along the land of said Mezoian Development, LLC a distance of 422.06 feet to a capped iron rod to be set (PLS # 2190) on the easterly sideline of Lot 28 as shown on aforesaid plan;

Thence S 01 -03'-28" W along said Lot 28 a distance of 39.49 feet to a capped iron rod to be -03'-28" W along said Lot 28 a distance of 39.49 feet to a capped iron rod to be W along said Lot 28 a distance of 39.49 feet to a capped iron rod to be set (PLS #2190) at the northeasterly corner of Lot 27 as shown on aforesaid plan;

Thence S 10 -58'-24" W along said Lot 27 a distance of 44.80 feet to a capped iron rod to be -58'-24" W along said Lot 27 a distance of 44.80 feet to a capped iron rod to be W along said Lot 27 a distance of 44.80 feet to a capped iron rod to be set (PLS #2190);

Thence S 04 -01'-49" E along said Lot 27 a distance of 88.57 feet to a capped iron rod to be -01'-49" E along said Lot 27 a distance of 88.57 feet to a capped iron rod to be E along said Lot 27 a distance of 88.57 feet to a capped iron rod to be set (PLS #2190) and the northeasterly corner of Lot 26 as shown on aforesaid plan;

Thence S 36 -18'-00" E along said Lot 26 a distance of 60.18 feet to a capped iron rod to be -18'-00" E along said Lot 26 a distance of 60.18 feet to a capped iron rod to be E along said Lot 26 a distance of 60.18 feet to a capped iron rod to be set (PLS #2190);

Thence S 08 -24'-56" E along said Lot 26 a distance of 49.58 feet to a capped iron rod to be -24'-56" E along said Lot 26 a distance of 49.58 feet to a capped iron rod to be E along said Lot 26 a distance of 49.58 feet to a capped iron rod to be set (PLS #2190);

Thence S 18 -36'-09" W along said Lot 26 a distance of 36.97 feet to a capped iron rod to be -36'-09" W along said Lot 26 a distance of 36.97 feet to a capped iron rod to be W along said Lot 26 a distance of 36.97 feet to a capped iron rod to be set (PLS #2190);

Thence N 86 -39'-18" W along said Lot 26 a distance of 17.30 feet to a capped iron rod to be -39'-18" W along said Lot 26 a distance of 17.30 feet to a capped iron rod to be W along said Lot 26 a distance of 17.30 feet to a capped iron rod to be set (PLS #2190) and Lot 25 as shown on aforesaid plan;

Thence S 08 -06'-44" W along said Lot 25 a distance of 91.65 feet to a capped iron rod to be -06'-44" W along said Lot 25 a distance of 91.65 feet to a capped iron rod to be W along said Lot 25 a distance of 91.65 feet to a capped iron rod to be set (PLS # 2190);

Thence S 41 -10'-03" W along said Lot 25 a distance of 93.26 feet to a capped iron rod to be -10'-03" W along said Lot 25 a distance of 93.26 feet to a capped iron rod to be W along said Lot 25 a distance of 93.26 feet to a capped iron rod to be set (PLS #2190);

Thence S 68 -03'-14" W along said Lot 25 and along Lot 24 a distance of 147.54 feet to a capped

iron rod -03'-14" W along said Lot 25 and along Lot 24 a distance of 147.54 feet to a capped iron rod W along said Lot 25 and along Lot 24 a distance of 147.54 feet to a capped iron rod set (PLS #2190) and Open Space as shown on aforesaid plan;

Thence S 48°-09'-10" W along said Open Space a distance of 435.28 feet to a capped iron rod to be -09'-10" W along said Open Space a distance of 435.28 feet to a capped iron rod to be W along said Open Space a distance of 435.28 feet to a capped iron rod to be set (PLS #2190) and the land now or formerly of the Town of Old Orchard Beach;

Thence S 34°-53'-49" W along the land of said Town of Old Orchard Beach a distance of 519.41 feet to a W along the land of said Town of Old Orchard Beach a distance of 519.41 feet to a capped iron rod to be set (PLS #2190);

Thence N 54°-36'-11" W along the land of said Town of Old Orchard Beach a distance of 633.60 feet to W along the land of said Town of Old Orchard Beach a distance of 633.60 feet to a 4"x 6" stone monument found; x 6" stone monument found; stone monument found;

Thence S 35°-18'-00" W along the land of said Town of Old Orchard Beach a distance of 298.31 feet to W along the land of said Town of Old Orchard Beach a distance of 298.31 feet to a 3"x6" stone monument found; x6" stone monument found; stone monument found;

Thence N 56°-34'-53" W along the land of said Town of Old Orchard Beach a distance of 37.63 feet to W along the land of said Town of Old Orchard Beach a distance of 37.63 feet to a 1-3/8" iron pipe found and the southeasterly sideline of said Ross Road; iron pipe found and the southeasterly sideline of said Ross Road;

Thence S 29°-04'-43" W along the southeasterly sideline of said Ross Road a distance of 296.63 feet to the W along the southeasterly sideline of said Ross Road a distance of 296.63 feet to the point of beginning.

The above described parcel is subject to a certain drainage easement to Mezoian Development, LLC to construct, use, maintain and repair drainage structures and piping together with a right of entry on foot or in vehicles with the equipment necessary or reasonably required to accomplish the purposes of this easement over, on, across and under a certain portion of the above described parcel as shown on the aforesaid plan for a more particular description.

EXHIBIT C

Legal Description of Easement Area

An access easement to the Town of Old Orchard Beach located on the southwesterly portion of the above described parcel as shown on the aforesaid plan, being more particularly described as follows:

Beginning at a capped iron rod to be set (PLS #2190) at the southwesterly corner of the remaining land of Ford Family Trust and the corner of the above described parcel;

Thence N 48°-40'-08" W along the remaining land of said Ford Family Trust a distance of 83.79 feet to a point;

Thence N 41°-19'-52" E across the above described parcel a distance of 30.00 feet to a point;

Thence S 48°-40'-08" E across the above described parcel a distance of 80.43 feet to a point;

Thence S 61°-25'-47" E across the above described parcel a distance of 56.55 feet to a point;

Thence N 28°-34'-13" E across the above described parcel a distance of 112.47 feet to a point;

Thence N 39°-32'-05" E across the above described parcel a distance of 135.10 feet to a point;

Thence S 56°-17'-14" E across the above described parcel a distance of 335.46 feet to a point;

Thence N 33°-42'-46" E across the above described parcel a distance of 147.74 feet to a point;

Thence N 08°-43'-55" E across the above described parcel a distance of 260.31 feet to a point;

Thence S 81°-16'-05" E across the above described parcel a distance of 30.00 feet to a point and land of said Maine Central Power Company;

Thence S 08°-43'-55" W along the land of said Maine Central Power Company a distance of 266.95 feet to a capped iron rod to be set (PLS #2190);

Thence S 33°-42'-46" W along the land of said Maine Central Power Company a distance of 184.38 feet to a point;

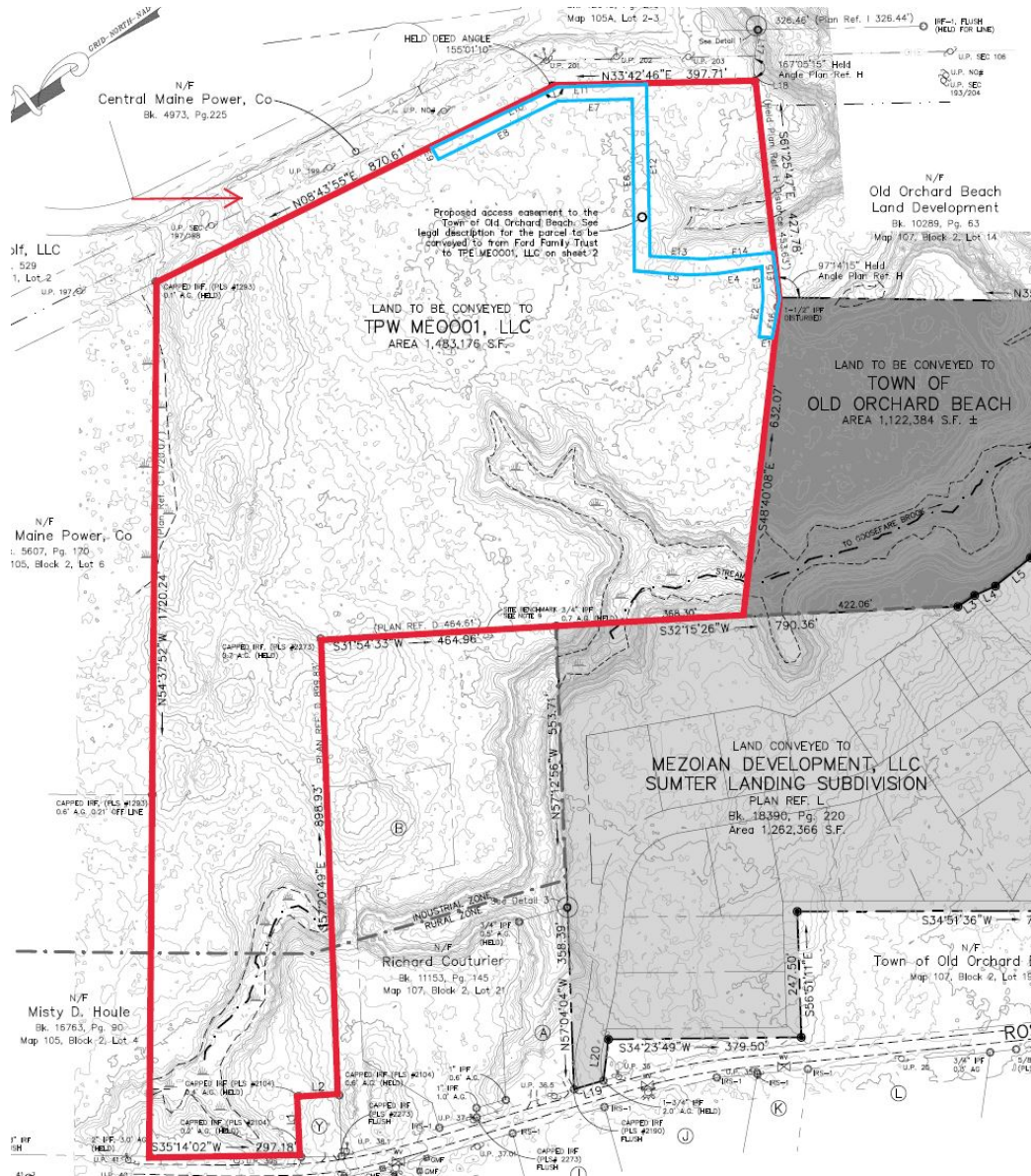
Thence N 56°-17'-14" W across the above described parcel a distance of 338.37 feet to a point;

Thence S 39°-32'-05" W across the above described parcel a distance of 105.13 feet to a point;

Thence S 28°-34'-13" W across the above described parcel a distance of 139.59 feet to a point and the land of said Old Orchard Beach Land Development;

Thence N 61°-25'-47" W along the land of said Old Orchard Beach Land Development a distance of 89.90 feet to the point of beginning.

The above described right of way easement encompasses 35,043 square feet.



Agenda Item #7415

Discussion with Action: To award the bid for weekly cleaning services to Domestiks Cleaning Services for FY 22 according to the scope of work listed in the Request for Proposal for the following departments:

- Wastewater Department: Annual Cost \$6,240 from account number 20161- 50310 with a projected budget of \$36,808.
- Public Works Department: Annual Cost \$5,220 from account number 20151-50310 with a projected budget of \$28,000.
- Recreation Department: Annual Cost \$5,580 from account number 20171-50310 with a projected budget of \$12,000.

Background: *(see attached bid results)*

Motioned by: Councilor Reid

Seconded by: Councilor Blow

Vote: 5-0

Town of Old Orchard Beach Maine



**Town of Old Orchard Beach, Maine
NOTICE OF REQUEST FOR PROPOSALS
TOWN BUILDING
INTERIOR CLEANING SERVICES**

March 17, 2021

Larry S. Mead, Town Manager
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach ME 04064

The Town of Old Orchard Beach is soliciting proposals to replace the Town Building Cleaning Services to include Public Works Dept., Wastewater Department, and Recreation Department.

This Request for Proposal document does not define any contractual relationship between the selected respondent and the Town of Old Orchard Beach or obligate the Town of Old Orchard Beach to follow a set selection process. Any binding agreement between the Town of Old Orchard Beach and the successful respondent will be through a formal written agreement (contract – see Exhibit B) after the Town of Old Orchard Beach Town Council has made its selection.

A. SUBMISSION INFORMATION AND REQUIREMENTS

Proposals must be received by the Town of Old Orchard Beach no later than **10:00 AM on Friday, April 1, 2021**. There will be a public opening at that time. Due to COVID-19 bids will be accepted electronically, or by mail to:

Town Manager – RFP Town Building Cleaning Services
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach, ME 04064
Electronically to: jhayes@oobmaine.com

Each proposal shall include:

1. Proposal of Work - As described under Specifications of Work
2. Proposal Bid Form by Department and price for each area to be cleaned. Please complete Bid Response Form labeled Exhibit A.

INQUIRIES:

Any additional information concerning the project should be directed to:

Diana Asanza, Finance Director at 207-937-5622, email: dasanza@oobmaine.com

It is recommended to schedule a site visit with each department to provide accurate pricing for the work listed under the Scope of Services for each building.

Please contact:

Wastewater Dept:	Chris White, Superintendent	207-934-4416
Public Works Dept:	Joe Cooper, Director	207-934-2250
Recreation Dept:	Jason Webber, Director	207-937-8561

RESERVATION OF RIGHTS

The Town reserves the right to request clarification of and/or solicit additional information of any proposer; to have proposer(s) make presentations to the Selection Committee; and/or to negotiate with any proposer(s) regarding any terms of their proposal, including but not limited to the cost and/or scope of services, with the intent to achieve the best proposal that shall result in a contract that is deemed by the Town to be in its best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement, if possible.

The Town reserves the right to waive any informality in the proposal, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the Town to do so. The Town reserves the right to substantiate the Proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the Town, as follows:

Pursuant to Town ordinance, the Town is unable to contract with businesses or individuals who are delinquent in their financial obligations to the Town. These obligations may include but are not limited to real estate and personal property taxes. Bidders who are delinquent in their financial obligations to the Town must do one of the following: bring the obligation current, negotiate a payment plan with the Town's Finance office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

B. SPECIFICATION OF WORK

The work consists of:

Wastewater Department consists of three (3) buildings:

1. Admin Building, Process Building

- Clean and sanitize two (2) bathrooms in two (2) buildings on a weekly basis.
 - ✓ Floors
 - ✓ Urinals
 - ✓ Toilets
 - ✓ Showers
 - ✓ Sinks

2. Control Building

- Clean and sanitize one (1) bathroom bi-weekly
 - ✓ Floors
 - ✓ Urinals
 - ✓ Toilets

- ✓ Showers
- ✓ Sinks

3. Admin Building

- Clean and sanitize Breakroom/Kitchen weekly
 - ✓ Sweep Floors
 - ✓ Mop Floors
 - ✓ One (1) microwave
 - ✓ One (1) stove
 - ✓ Countertops
 - ✓ One (1) table and seating

- Clean and sanitize Conference Room weekly
 - ✓ Sweep Floors
 - ✓ Mop Floors
 - ✓ Countertop
 - ✓ One (1) table and seating

- Clean and sanitize Laboratory weekly
 - ✓ Sweep Floors
 - ✓ Mop Floors
 - ✓ Countertop
 - ✓ One (1) table and seating

- Clean and sanitize hallway and entryway floors weekly

Public Works Department:

- Clean and sanitize four (4) Offices and entryway weekly:
 - ✓ Sweep
 - ✓ Vacuum
 - ✓ Mop
 - ✓ Dust

- Clean and sanitize three (3) bathrooms weekly
 - ✓ Floors
 - ✓ Urinals
 - ✓ Toilets
 - ✓ Showers
 - ✓ Sinks

- Clean and sanitize two (2) Breakrooms weekly
 - ✓ Sweep
 - ✓ Mop
 - ✓ Two (2) refrigerators,
 - ✓ Two (2) microwaves
 - ✓ One (1) stove
 - ✓ Tables
 - ✓ Window Blinds

Recreation Department

- Clean and sanitize the following bathrooms weekly:
 - ✓ Five (5) small bathrooms toilet, sink, shower
 - ✓ Two (2) large bathrooms toilets, sinks, and urinals
- Clean and sanitize two (2) kitchens weekly:
 - ✓ Two (2) Microwaves
 - ✓ Two (2) refrigerators
 - ✓ Two (2) sinks
 - ✓ Sweep
 - ✓ Mop
- Clean, sweep, mop dust two (2) large meeting rooms
- Vacuum two (2) large locker rooms weekly
- Vacuum four (4) offices weekly
- Vacuum Entryway and hallway weekly

PROPOSAL BID RESPONSE FORM

The undersigned proposes to provide the work described under Section B. Specification of Work for the Town of Old Orchard Beach for the price listed below. If additional space is needed for pricing or any other information related to pricing please include it on a separate sheet attached to Exhibit A.

Wastewater Dept	Weekly Amount	Biweekly Amount
1. Admin Building, Process Building		
Clean and sanitize two (2) bathrooms in two (2) buildings on a weekly basis. <i>Any exclusions from items listed under scope of work should be notated.</i>		
2. Control Building		
Clean and sanitize one (1) bathroom bi-weekly <i>Any exclusions from items listed under scope of work should be notated.</i>		
3. Admin Building	Pricing for Each Area	
Clean and sanitize Breakroom/Kitchen weekly <i>Any exclusions from items listed under scope of work should be notated.</i>		
Clean and sanitize Conference Room weekly <i>Any exclusions from items listed under scope of work should be notated.</i>		
Clean and sanitize Laboratory weekly <i>Any exclusions from items listed under scope of work should be notated.</i>		
Clean and sanitize hallway and entryway floors weekly <i>Any exclusions from items listed under scope of work should be notated.</i>		

Public Works Dept	Weekly Amount
Clean and sanitize four (4) Offices and entryway weekly <i>Any exclusions from items listed under scope of work should be notated.</i>	
Clean and sanitize three (3) bathrooms weekly <i>Any exclusions from items listed under scope of work should be notated.</i>	
Clean and sanitize two (2) Breakrooms weekly <i>Any exclusions from items listed under scope of work should be notated.</i>	

Recreation Dept		Weekly Amount
Clean and sanitize the following bathrooms weekly		
<i>Any exclusions from items listed under scope of work should be notated.</i>		
Clean and sanitize two (2) kitchens weekly		
<i>Any exclusions from items listed under scope of work should be notated.</i>		
Clean, sweep, mop dust two (2) large meeting rooms		
<i>Any exclusions from items listed under scope of work should be notated.</i>		
Vacuum two (2) large locker rooms weekly		
<i>Any exclusions from items listed under scope of work should be notated.</i>		
Vacuum four (4) offices weekly		
<i>Any exclusions from items listed under scope of work should be notated.</i>		
Vacuum Entryway and hallway weekly		
<i>Any exclusions from items listed under scope of work should be notated.</i>		

Exclusions by Dept:

Date: _____

BIDDER: _____
(Company Name)

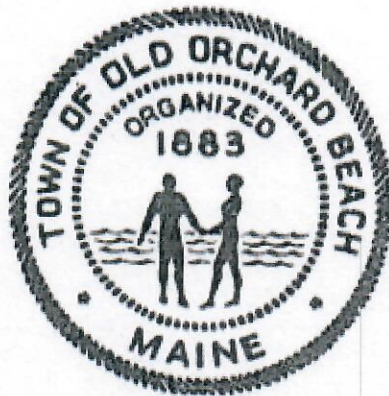
ADDRESS: _____

PHONE: _____

BY: _____
(Authorized Representative)

PRINT NAME: _____

Town of Old Orchard Beach Maine



**Town of Old Orchard Beach, Maine
NOTICE OF REQUEST FOR PROPOSALS
TOWN BUILDING
INTERIOR CLEANING SERVICES**

March 17, 2021

Larry S. Mead, Town Manager
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach ME 04064

Town of Old Orchard Beach

Request for Proposal – Town Building Interior Cleaning Services

The Town of Old Orchard Beach is soliciting proposals to replace the Town Building Cleaning Services to include Public Works Dept., Wastewater Department, and Recreation Department.

This Request for Proposal document does not define any contractual relationship between the selected respondent and the Town of Old Orchard Beach or obligate the Town of Old Orchard Beach to follow a set selection process. Any binding agreement between the Town of Old Orchard Beach and the successful respondent will be through a formal written agreement (contract – see Exhibit B) after the Town of Old Orchard Beach Town Council has made its selection.

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Town Manager – RFP Town Building Cleaning Services
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach, ME 04064
Electronically to: jhayes@oobmaine.com

Each proposal shall include:

1. Proposal of Work - As described under Specifications of Work
2. Proposal Bid Form by Department and price for each area to be cleaned. Please complete Bid Response Form labeled Exhibit A.

INQUIRIES:

Any additional information concerning the project should be directed to:

Diana Asanza, Finance Director at 207-937-5622, email: dasanza@oobmaine.com

It is recommended to schedule a site visit with each department to provide accurate pricing for the work listed under the Scope of Services for each building.

Please contact:

Wastewater Dept:	Chris White, Superintendent	207-934-4416
Public Works Dept:	Joe Cooper, Director	207-934-2250
Recreation Dept:	Jason Webber, Director	207-937-8561

Town of Old Orchard Beach

Request for Proposal – Town Building Interior Cleaning Services

RESERVATION OF RIGHTS

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B. SPECIFICATION OF WORK

The work consists of:

Wastewater Department consists of three (3) buildings:

1. Admin Building, Process Building

- Clean and sanitize two (2) bathrooms in two (2) buildings on a weekly basis.
 - ✓ Floors
 - ✓ Urinals
 - ✓ Toilets
 - ✓ Showers
 - ✓ Sinks

2. Control Building

- Clean and sanitize one (1) bathroom bi-weekly
 - ✓ Floors
 - ✓ Urinals
 - ✓ Toilets

Town of Old Orchard Beach

Request for Proposal – Town Building Interior Cleaning Services

- ✓ Showers
- ✓ Sinks

3. Admin Building

- Clean and sanitize Breakroom/Kitchen weekly
 - ✓ Sweep Floors
 - ✓ Mop Floors
 - ✓ One (1) microwave
 - ✓ One (1) stove
 - ✓ Countertops
 - ✓ One (1) table and seating
- Clean and sanitize Conference Room weekly
 - ✓ Sweep Floors
 - ✓ Mop Floors
 - ✓ Countertop
 - ✓ One (1) table and seating
- Clean and sanitize Laboratory weekly
 - ✓ Sweep Floors
 - ✓ Mop Floors
 - ✓ Countertop
 - ✓ One (1) table and seating
- Clean and sanitize hallway and entryway floors weekly

Public Works Department:

- Clean and sanitize four (4) Offices and entryway weekly:
 - ✓ Sweep
 - ✓ Vacuum
 - ✓ Mop
 - ✓ Dust
- Clean and sanitize three (3) bathrooms weekly
 - ✓ Floors
 - ✓ Urinals
 - ✓ Toilets
 - ✓ Showers
 - ✓ Sinks

Town of Old Orchard Beach

Request for Proposal – Town Building Interior Cleaning Services

- Clean and sanitize two (2) Breakrooms weekly
 - ✓ Sweep
 - ✓ Mop
 - ✓ Two (2) refrigerators,
 - ✓ Two (2) microwaves
 - ✓ One (1) stove
 - ✓ Tables
 - ✓ Window Blinds

Recreation Department

- Clean and sanitize the following bathrooms weekly:
 - ✓ Five (5) small bathrooms toilet, sink, shower
 - ✓ Two (2) large bathrooms toilets, sinks, and urinals
- Clean and sanitize two (2) kitchens weekly:
 - ✓ Two (2) Microwaves
 - ✓ Two (2) refrigerators
 - ✓ Two (2) sinks
 - ✓ Sweep
 - ✓ Mop
- Clean, sweep, mop dust two (2) large meeting rooms
- Vacuum two (2) large locker rooms weekly
- Vacuum four (4) offices weekly
- Vacuum Entryway and hallway weekly

Town of Old Orchard Beach

Request for Proposal – Town Building Interior Cleaning Services

PROPOSAL BID RESPONSE FORM

The undersigned proposes to provide the work described under Section B. Specification of Work for the Town of Old Orchard Beach for the price listed below. If additional space is needed for pricing or any other information related to pricing please include it on a separate sheet attached to Exhibit A.

Wastewater Dept	Weekly Amount	Biweekly Amount
1. Admin Building, Process Building Clean and sanitize two (2) bathrooms in two (2) buildings on a weekly basis. <i>Any exclusions from items listed under scope of work should be notated.</i>		
2. Control Building Clean and sanitize one (1) bathroom bi-weekly <i>Any exclusions from items listed under scope of work should be notated.</i>		
3. Admin Building Clean and sanitize Breakroom/Kitchen weekly <i>Any exclusions from items listed under scope of work should be notated.</i>	Pricing for Each Area	
Clean and sanitize Conference Room weekly <i>Any exclusions from items listed under scope of work should be notated.</i>		
Clean and sanitize Laboratory weekly <i>Any exclusions from items listed under scope of work should be notated.</i>		
Clean and sanitize hallway and entryway floors weekly <i>Any exclusions from items listed under scope of work should be notated.</i>		

monthly
\$520

Public Works Dept	Weekly Amount
Clean and sanitize four (4) Offices and entryway weekly <i>Any exclusions from items listed under scope of work should be notated.</i>	
Clean and sanitize three (3) bathrooms weekly <i>Any exclusions from items listed under scope of work should be notated.</i>	
Clean and sanitize two (2) Breakrooms weekly <i>Any exclusions from items listed under scope of work should be notated.</i>	

monthly
\$435

Town of Old Orchard Beach

Request for Proposal – Town Building Interior Cleaning Services

Recreation Dept	Weekly Amount
Clean and sanitize the following bathrooms weekly <i>Any exclusions from items listed under scope of work should be notated.</i>	
Clean and sanitize two (2) kitchens weekly <i>Any exclusions from items listed under scope of work should be notated.</i>	
Clean, sweep, mop dust two (2) large meeting rooms <i>Any exclusions from items listed under scope of work should be notated.</i>	
Vacuum two (2) large locker rooms weekly <i>Any exclusions from items listed under scope of work should be notated.</i>	
Vacuum four (4) offices weekly <i>Any exclusions from items listed under scope of work should be notated.</i>	
Vacuum Entryway and hallway weekly <i>Any exclusions from items listed under scope of work should be notated.</i>	

*Monthly
465*

Exclusions by Dept: *notes*

Our company only bills monthly. Department closures due to weather or holidays are already factored in. Some credits or deductions are issued for such circumstances.

Town of Old Orchard Beach

Request for Proposal – Town Building Interior Cleaning Services

Date: 3/31/2021

BIDDER: Domestiks Cleaning Service
(Company Name)

ADDRESS: 4 Washington Ave
Scarborough, ME 04074

PHONE: 207-282-9955

BY: 
(Authorized Representative)

PRINT NAME: Aaron Case President

Agenda Item #7416

Discussion with Action: Approve the liquor license renewals for the following:

Robert Bouthot d/b/a Strike Zone Restaurant & Pub, (205-4-1-C), 20 Old Orchard Street, m-s-v in a Class A restaurant/lounge.

Michael Harris & Matthew Wolf: Surfs Up, LLC d/b/a Surf-6 restaurant, (306-2-9), 2 Cortland Street, m-s-v in a Class A restaurant/lounge.

Michael Harris & Matthew Wolf: Sandy Bottom Investment Group, Inc. d/b/a Myst Restaurant, (306-1-2), m-s-v in a Class A restaurant/lounge.

Motioned by: Councilor Kelley

Seconded by: Councilor Reid

Vote: 5-0

Agenda Item #7417

Discussion with Action: Authorize the Town Manager to enter into a lease agreement with Grand Victorian Hotel Condominium Association for the use of a portion of the Milliken Street Parking lot for three years with the option for one additional period for the annual amount of \$25,000 in year one, \$39,000 in years two and three, and \$40,000 in year four.

Background: *(see attached lease agreement)*

The current lease with the Grand Victorian expires April 30. The annual compensation in the current lease had been set at \$35,000. Due to the pandemic the lease amount was reduced to \$20,000 this past year. There has been a change of leadership in the Condominium Association. Due to this change in responsibility the Condominium Association budgeted \$25,000 for the upcoming lease period, rather than the projected \$35,000. In order to accommodate this occurrence, the proposed lease agreement increases the lease amount in years two and three, as well as the option year should the Town extend the lease agreement beyond three years. The proposed lease also assesses a termination fee should the Condominium Association terminate the lease after year one.

Discussion:

Town Manager Mead stated that the Grand Victorian approached the Town to reduce the lease free from COVID response. There was a change in leadership and due to the change there was a budgeted amount of 25K

(FY00/FY21). Town Manager went on to state that the Town would accommodate to minimize the hardship and then increase the lease amounts to gain back revenue lost.

Debbie Donaldson, Board President for Grand Victorian – requested two options be considered, noting that her Board will be meeting on Thursday.

Councilor Kelley suggested tabling until next meeting.

Debbie Donaldson requested a few options be provided.

Councilor Blow stated he would have a problem if the Grand Victorian Board didn't accept the offer or a one year lease at 35K. Councilor Blow went on to note he was in favor as written.

Chair O'Neill stated he was resistant to reducing lease.

Roll call vote - Unanimous

Motioned by: Councilor Blow

Seconded by: Councilor Reid/Councilor Kelley

Vote: 5-0

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, 2024. The Town may at its option extend this Lease for a one year period beginning May 1, 2024 through April 30, 2025.

3. **RENT:** Tenant covenants and agrees to pay the rental amount as follows:
 - a. May 1, 2021 through April 30, 2022; \$25,000 (twenty five thousand dollars). Payment is due upon signing of contract.
 - b. May 1, 2022 through April 30, 2023; \$39,000 (thirty nine thousand dollars). 50% of rental amount is due February 15, 2022. The balance of rental payment is due April 30, 2022.
 - c. May 1, 2023 through April 30, 2024; \$39,000 (thirty nine thousand dollars). 50% of rental amount is due February 15, 2023. The balance of rental payment is due April 30, 2023.
 - d. May 1, 2024 through April 30, 2025; \$40,000 (forty thousand dollars). 50% of rental amount is due February 15, 2024. The balance of rental payment is due April 30, 2024.

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 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 and shall pay to Landlord the amount of \$10,000 (ten thousand dollars) as a termination fee due upon said notification. 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 and shall pay to Landlord the amount of \$5,000 (five thousand dollars) as a termination fee due upon said notification.

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: _____, 2021

GRAND VICTORIAN HOTEL CONDOMINIUM
ASSOCIATION

By: _____
Debbie Donaldson
President

TOWN OF OLD ORCHARD BEACH

By: _____
Larry S. Mead
Town Manager

Agenda Item #7418

Discussion with Action: Appoint James Butler, Jr as Deputy Fire Chief of fire prevention and building inspection.

Background: *(agreement on file in Human Resource Office)*

Motioned by: Councilor Kelley

Seconded by: Councilor Tousignant w/discussion. Town Manager Mead stated that with this appointment there will be management of the Code Enforcement Office, which is a huge step forward for the Town to get “all items under one roof.”

Vote: 5-0

Agenda Item #7419

Discussion with Action: Appoint James Butler, Jr as Code Enforcement Officer, licensed Plumbing Inspector and Electrical Inspector.

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

Agenda Item #7420

Discussion with Action: Set the Public Hearing date of Tuesday, May 4th, 2021 to amend the code of ordinances Chapter 2, Administration, Article III, Officers and Employees, amending Section 2-126, Assistant Town Manager.

Background: *(see attached proposed amendments)*

Motioned by: Councilor Blow

Seconded by: Councilor Kelley w/discussion. Town Manager Mead stated this was an administrative clean-up of that particular section of the ordinance; the ordinance was written specifically centered around former Assistant Town Manager Louise Reid's strengths. The edits would make the job description more generic.

Vote: 5-0

Sec. 2-126. - Assistant town manager ~~created; position eliminated.~~

- (a) ~~There is hereby created the office of~~ **The town manager may appoint, subject to confirmation by the town council, a person to the position of** assistant town manager ~~who shall be appointed and/or removed by the town manager subject to confirmation by the town council.~~ The assistant town manager shall serve at the will of the town manager. The powers and duties of the assistant town manager shall be delegated or assigned by the town manager, who shall create and maintain a written job description for the office, subject to approval by the town council. ~~The current job description for the office of assistant town manager is attached to the ordinance from which this section is derived as Exhibit A and is approved by the town council upon enactment of this division.~~
- (b) Unless the town manager designates some other person by letter under section 503 of the Charter, the assistant town manager shall perform the town manager's duties during a period of temporary absence or disability of the town manager, subject to the consent of the town council, which shall be presumed unless the council takes specific action otherwise.
- ~~(c) The current employment position of administrative assistant to the town manager is hereby eliminated.~~

~~EXHIBIT A~~
~~POSITION DESCRIPTION~~

~~Class Title: Assistant Town Manager~~

~~FLSA: Exempt~~

~~Date: October 22, 2003~~

~~Salary: \$42,600 to \$45,000~~

~~Minimum of two weeks vacation; a third depending on experience.~~

~~TITLE: Assistant town manager~~

~~GENERAL PURPOSE: The assistant town manager is an essential member of the administrative staff in a position which requires extensive customer relations, problem resolution skills, computer competencies, varied knowledge of office practices and procedures, the ability to access law and practice and to interface and establish an effective working relationship with other departments and the general public. The employee must apply independent judgment based on knowledge gained through experience in performance of responsible and specialized duties. Written and verbal communication skills are a priority along with complex professional, administrative and business management skills. Confidentiality is absolutely required.~~

~~SUPERVISION RECEIVED: Direct supervision is received from the town manager although independent judgment is exercised in performing the daily functions of the position. In the absence of the town manager, the assistant town manager will report to the town council and organizational reporting will divert to the assistant town manager in the manager's absence.~~

~~ESSENTIAL DUTIES AND RESPONSIBILITIES:~~

- ~~• Provide to the town manager the administrative and secretarial support required to permit the town manager to maintain the vital hands-on responsibilities of administration required by his/her office.~~
- ~~• In the absence of the town manager, function in the administrative role of town manager with the oversight of the town council.~~

- ~~• Serve as the secretary to the town council, when required, with a timely and efficient filing of those minutes for the review and approval of the council.~~
- ~~• Research and write commentaries for the town manager before presentation to the council prior to meetings and workshops.~~
- ~~• Responsible for the writing and production of the town's annual report.~~
- ~~• Serve as secretary to the town manager in the formulation of minutes in connection with staff meetings, personnel matters, bargaining negotiations, and others areas of confidentiality.~~
- ~~• Prepare press releases, notices, and proclamations for the approval of the town manager.~~
- ~~• Prepare management proposals for the negotiation process, personnel and disciplinary actions for approval of the town manager.~~
- ~~• Responsible for the preparation and updating of position descriptions; maintain records of all persons seeking employment; and conduct a program of recruitment to obtain for the town the best qualified prospective employees.~~
- ~~• Maintain current organization and functional charts as supplied by each department, and where appropriate, assist departments to devise such charts reflecting the best organization structure for maximum utilization of available staff resources within each department; and assure that job descriptions are complete, current, and accurately describe the duties which each employee is responsible for performing.~~
- ~~• Responsible as liaison between all town departments so as to keep personnel fully informed of the policies and work rules of management and to provide them with information on matters before them for consideration.~~
- ~~• Develop an intern program by interviewing and recruiting from local colleges and/or training programs, thus providing the town with assistance in the work load of departments; and, be responsible for preparation and filing of college required documentation upon completion of the intern's work.~~
- ~~• Serve on committees as designated by the town manager.~~
- ~~• Provides leadership and direction in the development of short and long range goals; gather, interpret, and prepare data for studies, reports and recommendations; and coordinates department activities with other departments and agencies as needed.~~
- ~~• Make presentations as assigned by town manager to town officials, council, boards, commissions, civic groups and the general public.~~

- ~~• Develop and maintain a human resource system that meets management's information needs including bargaining negotiations, bid documents, lawsuits and investigations, as well as other information pertaining to the town manager's office.~~
- ~~• Make studies and recommendations to the town manager concerning action to improve working conditions and employee morale.~~
- ~~• Act as custodian of departmental documents and records as well as maintaining the file systems, control records and indexes using independent judgment.~~
- ~~• Assist in the preparation of the department budget including the purchase of supplies and equipment.~~
- ~~• Establish and maintain administrative requirements so that the office of the town manager functions in a timely and efficient manner.~~
- ~~• Make and adjust appointments for the town manager and determine the priority of calls and interviews.~~
- ~~• Receive the public and answer issues relative to their questions; response to inquiries of elected officials, employees, citizens, and others; and refer, if necessary, to the proper department heads.~~
- ~~• Assume responsibilities as assigned by the discretion of the Town Manager.~~

~~WORK ENVIRONMENT: Work is performed under typical office conditions; interruptions are expected. The work consists of practical applications of a variety of concepts, practices, and specialized techniques. Operation of various pieces of office equipment is required.~~

~~EDUCATION AND EXPERIENCE: Masters Degree preferred, Bachelor's Degree or an Associates Degree in Secretarial Science or Business Administration; but extensive college courses and considerable post secondary education to enhance the higher educational requirement; a minimum of twelve years in administrative responsibilities, a portion of them in municipality as a preference; or any equivalent combination of related education and experience.~~

(Ord. of 10-22-2003, § 4; Ord. of 4-20-2004)

Agenda Item #7421

Discussion with Action: Set the Public Hearing date of Tuesday, May 4th, 2021 to amend the Code of Ordinances, Chapter 2, Administration, Article VI, Departments, amending Section 2-471, Department of Planning and Development, and 2-472, Department of Finance.

Background:

ARTICLE VI. - DEPARTMENTS^[12]

Sec. 2-471. - Department of planning and development; created.

There is hereby created the department of planning and development, which shall be responsible for carrying out the powers and duties assigned under the Charter to the town planner ~~and the code enforcement officer~~. The head of the department shall be the **Town Planner** ~~code enforcement officer~~, who shall report directly to the town manager and shall have overall responsibility for the supervision of the department, ~~except that the town manager may at any time designate the town planner to serve as the head of the department, without amendment to this section~~

Sec. 2-472. - Department of finance; created.

There is hereby created the department of finance, which shall be responsible for carrying out the powers and duties assigned under the Charter and under state law to the town treasurer, **and** the tax collector ~~and the director of general assistance~~. The head of the department shall be the town treasurer, who shall report directly to the town manager and shall have overall responsibility for the supervision of the department.

Motioned by: Councilor Blow

Seconded by: Councilor Reid w/discussion. Town Manager Mead stated this agenda item was in place to clear up language within the ordinances. It removes language specifically the Code Enforcement Officer that was under Planning and removes General Assistance from Finance Department. **Vote: 5-0**

ARTICLE VI. - DEPARTMENTS^[12]

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There is hereby created the department of finance, which shall be responsible for carrying out the powers and duties assigned under the Charter and under state law to the town treasurer, **and** the tax collector ~~and the director of general assistance~~. The head of the department shall be the town treasurer, who shall report directly to the town manager and shall have overall responsibility for the supervision of the department.

ADJOURNMENT

Motioned b: Councilor Kelley

Seconded by: Councilor Blow w/discussion. Councilor Tousignant confirmed workshop for the following Tuesday evening.

Vote: 5-0