



Regular Town Council Meeting Minutes
Tuesday, April 6th, 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 on Tuesday, April 6th, 2021 in Town Council Chambers, 1 Portland Avenue. The meeting was called to order at 6:30pm. After the pledge of allegiance, roll call was taken, and the following were present:

Chair Shawn O'Neill
Vice Chair Michael Tousignant
Councilor V. Louise Reid
Councilor Jay Kelley
Councilor Kenneth Blow
Town Manager Larry Mead
Treasurer-Finance Director Diana Asanza
Council Secretary Jen Hayes

ACCEPTANCE OF MINUTES

Accept the Regular Council Meeting Minutes from Tuesday, March 16th, 2021 and the Executive Session Meeting Minutes from Tuesday, March 23rd, 2021.

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

PRESENTATION

Presentation of Legislative Sentiment to the Spirit of America 2020 recipients by Senator Donna Bailey & Representative Lori Gramlich to Stephanie Moutsatsos and Holly Korda in recognition of their volunteerism and dedication to community service.

PUBLIC HEARING – BUSINESS LICENSE & APPROVAL:

Michael & Ashley Peterson, (205-8-9), 27 Portland Avenue, one year round rental.

Kathryn Scott, (311-2-1), 128 Union Avenue, one seasonal rental.

Joseph Elder, (319-10-4), 13 Pavia Avenue, one seasonal rental.

Debra Ronga, (207-2-13-311), 161 Saco Avenue #311, one year round rental.

Moshe Agam d/b/a Beach Fantasy, (305-5-3), 57 East Grand Avenue, retail-victualers with preparation with beer, wine, and/or liquor off premise.

Janet Peters d/b/a Epoxy ME, (206-32-2), 11 First Street, retail-furniture refinishing.

Glenn Johnson d/b/a Rossetti’s Pizza, (306-4-4-A), 15 East Grand Avenue, victualers with preparation, no alcohol.

Chair Opened Public Hearing @ 6:37pm

Chair Closed Public Hearing @ 6:37pm

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

PUBLIC HEARING – SPECIAL AMUSEMENT PERMIT APPROVAL:

William Marshall dba/The Whaler Bar & Restaurant, (206-31-17), 20 Staples Street, outside music, band, May 15th, 2021 from 1 p.m. to 6 p.m. for the Whaler’s 50th Anniversary Celebration.

David Cluff: Duffy’s Tavern & Grill OOB, Inc. d/b/a Duffy’s Tavern & Grill, (208-1-6), 168 Saco Road, DJ & small bands noon-9pm outdoors & noon-midnight indoors*

*[*Note: this is a change from last year’s approval of DJ & bands for weddings and special events inside from noon-midnight.]*

William & Linda Newman: Last Call, Inc. d/b/a Last Call. (206-31-1), 4 First Street, inside live bands/amplified music from 12pm-1am.*

*[*Note: this is a change from last year’s approval of inside live bands amplified from 11am-1am.]*

Chair Opened Public Hearing @ 6:38pm

Chair Closed Public Hearing @ 6:39pm

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0

TOWN MANAGER REPORT

Electric Vehicles:

Hyundai is sponsoring a “too good to be true” program that provides up to 4 electric vehicles to municipalities at NO COST as long as it is used fewer than 10,000 miles (\$50/mo if over 10K). The arrangement is for a 3-year lease. These are all electric vehicles with a range in excess of 200 miles per charge. They can be charged using a standard outlet, although that will require a continuous charge for at least 12 hours. This is very doable given the likely way it will be used. Initially the vehicles will be housed at Town hall. The Town is responsible for the cost of insurance. This is an offer that is too good to pass up, rather than too good to be true. On this evening’s agenda is an order for the purchase of a 4-port charging station behind Town Hall that will allow for a rapid charge of the vehicles.

Palace Playland and Staples Street

A signed agreement has been executed by Palace Playland and the Town for the seasonal closure of Staples Street. The removable bollards have been shipped to the Town and will be installed in early May. We are working with Palace Playland on putting in a new curb cut off of W. Grand Ave to create access for 6 parking spaces designated for accessible plate vehicles and to replace the 8 spots on Staples Street. This will be done at the same time as the bollard installation.

Downtown spruce up

DPW will assign personnel in April to the downtown to prepare for the season. This will include locating light poles where needed, replacement light globes, painting of benches and light poles, and new black bollards at the corners near Rocco’s Pizza and Dairy Queen.

Marijuana ordinance

The Planning Board held its initial review of the proposed ordinance for adult use marijuana on March 11. The Board did not take any action or make any votes however board members discussed the following possible changes to the proposed conditional use ordinance:

- Revise the “sensitive uses” definition so it includes more uses such as parks of any size, library, amusement park
- Increase sensitive use distance so all sensitive uses are a minimum of 1,000 ft. from adult use marijuana businesses. Produce a map showing properties that would be within the 1,000 ft. sensitive use buffer area
- Maintain 9am – 6pm hours of operation
- Expressed concerns if the use is located in the same building as multiple tenants
- Discussed police detail during business hours
- Discussed additional performance standards such as parking, waste management, loitering
- Consider a Max business area- 1,000 sq. ft.

Next Step: Revise proposed conditional use ordinance and continue discussion at the April meeting. The issue will also be on the May Planning Board agenda, potentially for final action, after which it would then go to the Town Council for your review and consideration, likely in June or July.

CDBG Infrastructure project

The street infrastructure project on Fern Ave and W. Old Orchard Ave will begin the first week of May with the initial work on W. Old Orchard, the Fern Avenue work beginning in mid-June, and the work on the Washington Avenue portion getting under way in the beginning of August, with a project completion target of late September.

J-1 students: We do not yet know if the federal government will allow a resumption of the seasonal foreign worker programs, J-1 and H2B, although there is cautious optimism that it will in fact be approved for this summer. The Town and the Chamber held a Business/Host Orientation for J1Exchange Visitors this past Thursday in order to prepare for receiving summer workers if the program does go forward. Details and follow up information on preparing for summer workers is available by joining the business/host list serv on line at J1OOB@oobmaine.com or by contacting Jen Hayes at the Town Manager's office. I want to remind both employers and housing providers to contact Code Enforcement and/or the Fire Department to schedule safety inspection.

We are hiring for a variety of seasonal positions, including Lifeguards, Public Works, Wastewater, Memorial Park groundskeeper, Summer Camp Counselors, Parking Enforcement and Per Diem fire/EMT's. Go to the Town's website for applications and information under the Employment Tab.

NEW BUSINESS

Agenda Item #7393

Discussion with Action: Approve the services of Ted Berry Company in the amount of \$17,300.00 out of account number 20161-50342 Waste Pumping expenses with a balance of \$35,000.00.

Background: The wastewater department budgets for the cleaning of wet wells and tanks at the facility and pump stations twice a year. The quote is for four (4) days of service. Not included in this quote are the disposal costs for the material removed. Disposal costs are expected to be \$8,000-\$10,000.

Motioned by: Councilor Tousignant

Seconded by: Councilor Reid

Vote: 5-0

TED BERRY

COMPANY LLC.

A VORTEX COMPANY

Chris White
Town of OOB Wastewater Department
1 Portland Avenue
Old Orchard Beach, ME 04064

August 20, 2020

Greetings Chris,

Subject: Fall 2020 Pump Station Maintenance Proposal – 20T0013

Thank you for giving us the opportunity to provide you with the following proposal for cleaning pump stations and conducting the confined space entry program. As you know the Ted Berry Company has been performing pump station cleaning in OOB for a number of years and has the intimate understanding of the individual pumping systems and components and upon your request would be willing to take on additional responsibilities associated with the cleaning and confined space management.

Scope of work: Work to be done during the spring and fall of each year at the request of the collection system manager

- A. Confined Space Entry, including continuous air monitoring and retrieval system
- B. Lock Out Tag Out Pump Stations
- C. Plug inlet line to stop incoming flow as needed
- D. Perform pump station cleaning at the following locations, as requested by the customer:
 1. Comfort St. Pump Station
 2. ½ way grit chamber
 3. Secondary Holding Tank
 4. Primary Holding Tank
- E. Remove and dispose debris at Eco Maine, paid by customer
- F. Primary holding tank
- G. Septic receiving
- H. Catch basins

Project Responsibilities

Old Orchard Beach Wastewater Department: To help achieve a smooth and successful project, you will be considered the owner of the project and it will be your responsibility to perform the following:

- Provide a designated contact person
- Provide all access to all pump stations
- Provide access to lockout/tagout locations
- Operate Pump Stations as needed
- Provide disposal site or payment for disposal at an approved site – EcoMaine

Ted Berry Company, LLC.

- Provide a designated project manager
- Provide a written work plan prior to start of work
- Provide all traffic control per MUTCD regulations as required to complete the project.
- Provide a cleaning team with all necessary tools and equipment
- Provide confined space entry equipment and permit. All personnel are confined entry trained within the previous 12 months.
- Provide disposal of all materials in accordance with state, local and federal regulations at an approved disposal site.

| 521 Federal Road, Livermore, ME 04253 |

TED BERRY

COMPANY LLC.

A VORTEX COMPANY

Ted Berry Company, LLC. Employees

- Project Manager (Off Site)
- Project Crew Supervisor
- Jet/Vac CDL Operator
- Technician - confined space entry trained (2) technicians may be required for individual pump stations and will be charged individually.

Ted Berry Company LLC. Equipment

- Combination Jet/Vac Truck
- Service Truck
- Various size Plugs as needed
- Portable Air Compressor
- Confined Space Equipment

Differing conditions

1. **Flows at the pumping station higher than anticipated by the owner** - If flows at the wastewater pumping station are higher than anticipated a modification to the pumping or work plan may be required and shall be paid by the Owner at no additional expense to TBCI.

Delays

1. Delays caused by circumstances outside of the control of the Ted Berry Company shall be compensated fully by a standby rate that is defined in the contract terms and conditions. Items outside of the control of the Ted Berry Company include but are not limited to.
 - 1) Delays caused by "others"

Billable Units for Each Biannual Cleaning

Item Description	Unit Price	Quantity	Total Cost
Municipal Vactor Truck with Supervisor & CDL Operator	\$2,450.00	4 Days	\$9,800.00
Support Truck	\$100.00	4 Days	\$400.00
Confined Space Technicians (2)	\$1,520.00	4 Days 2 days	\$6,080.00 \$3040.00
Confined Space (each day)	\$255.00	4 Days	\$1,020.00
Total Estimated Project Cost			\$17,300.00

Old Orchard Beach Waste Water Department will pay EcoMaine for debris disposal fees.

The total cost is based upon an estimated 4 days of work.

The invoice will be based on the actual number of days of cleaning and disposal.

\$14,260.00

We appreciate the opportunity to provide you with this proposal and look forward to working with you this year on the town's pump station maintenance. Please sign and return signed copy upon acceptance of this proposal.

Sincerely,

Paul Pomerleau
Project Manager

No job is so important and no service is so urgent that we cannot take the time out to perform or work safely.

521 Federal Road, Livermore, ME 04253

Agenda Item #7394

Discussion with Action: Approve the quote from Huber Technology for replacement of scraper blades on the Huber screw press in the amount of \$27,516.02 from account number 30181-50551 sewer reserve operating equipment with a balance of \$525,500.41.

Background: The Waste Water Treatment Facility has been tracking the performance of the Huber screw press. There has been a noticeable drop off in both throughput and performance of the screw press. Initially, Huber informed the Department that the press would not need the scraper blades replaced at this time. After further discussion with Huber on the Town's treatment process, Huber attributed the wear to the amount of grit in primary sludge and recommended the work be done. Huber estimated a total of four (4) days of labor with two technicians.

Motioned by: Councilor Blow

Seconded by: Councilor Reid

Vote: 5-0

Agenda Item #7395

Discussion with Action: Re-appointment Margaret Bayles as a regular member of the Community Animal Watch Committee, term to expire 12/31/22.

Background: *Application on file at Town Clerk's Office*

Motioned by: Councilor Tousignant

Seconded by: Councilor Reid

Vote: 5-0

Agenda Item #7396

Discussion with Action: Approve the liquor license renewals for:

William Marshall dba/ the Whaler Bar & Restaurant, (206-31-17), 20 Staples Street, Request for Extension of License on Premise to allow for a band to play in the parking lot on May 15th, 2021 for the Whaler's 50th Anniversary Celebration.

Bryan Gale: Jumpin' Jakes Seafood Cafe d/b/a Jumpin' Jakes Seafood, LLC, (208-3-3), Class A restaurant.

David Cluff: Duffy's Tavern & Grill OOB, Inc. d/b/a Duffy's Tavern & Grill, (208-1-6), 168 Saco Avenue, Class A restaurant.

William & Linda Newman: Last Call, Inc. d/b/a Last Call, (206-31-1), 4 First Street, Class A Lounge.

Cameron Langlois: Big Bites Big Shots, Inc., (307-3-1-A), 8 West Grand Avenue, Class A Lounge.

Raffi Jacobi: Golan, Inc. d/b/a Coastal Convenience/Bella Pizza, (206-26-4-A & C), 34 Saco Avenue, m-v restaurant.

James Albert: JTG Hospitality, Inc. d/b/a Ballpark Beer, (207-3-6X), 7 Ballpark Way, malt in an outdoor stadium.

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

Billing Address

Town of Old Orchard Beach
 1 Portland Avenue
 Old Orchard Beach, ME 04064
 UNITED STATES

Delivery Address

Town of Old Orchard Beach Wastewater Dept.
 24 Manor St.
 Old Orchard Beach WW Dept.
 Ocean Park, ME 04063
 UNITED STATES

OFFER: 71009183 / V1
 Project: Old Orchard Beach ME 13004846
 Your Reference:

Date printed: 3/26/21
 Our Reference: Lindsay Barnes
 Phone: +1-704-990-2050
 Email: lindsay.barnes@hhusa.net
 Customer No.: 118386

All parts in stock unless otherwise indicated below.
 Customer is responsible for the following prior to Huber's technician arrival:
 (1) Provide rigging equipment such as an A-frame gantry if an overhead crane/gantry is not available
 Failure to do so will result in additional charges for rigging equipment rental and any additional time on site required to complete the project.

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	21.00	m	50139181 scraper lip 23,7x 8,0	198.28	4,163.88 0%
20/1	160.00	pcs	50095367 set screw DIN 914 M 8x 12	1.05	168.00 0%
30/1	1.00	pcs	505559 sleeve 112H7/120h8x 81	1,277.38	1,277.38 0%
40/1	84.00	pcs	702011 flat jet nozzle 632.606.5ECA 1/8" 90° 3 bar: 3,85l/min	15.87	1,333.08 0%
50/1	1.00	pcs	713955 self-aligning ball bearing 22313EA W33 D140 d 65 W 48	314.83	314.83 0%
60/1	2.00	pcs	702333 Nilos sealing ring 22313 JV CrNi d77,5 D140	55.27	110.54 0%
70/1	2.00	pcs	702384 grooved ring 120/140x12	372.51	745.02 0%
80/1	14.00	pcs	303380 roller D 50 d12 L26	107.64	1,506.96 0%
90/1	4.00	pcs	10065407 Valve Coil 5282 C1D2	188.00	752.00 0%

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Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
91/1	1.00	pcs	10065666 LOCTITE 648 Kit	102.48	102.48 0%
92/1	1.00	pcs	10109720 Kluber Paste 70g Tube	41.85	41.85 0%
100/1	1.00	pcs	410500 Freight (parts and tools)	500.00	500.00 0%
110/1	64.00	HOUR	40001 Labor	150.00	9,600.00 0%
120/1	20.00	HOUR	40003 Travel Time	140.00	2,800.00 0%
130/1	2.00	pcs	10000002 Flight	800.00	1,600.00 0%
130/2	8.00	pcs	10000002 Hotel	150.00	1,200.00 0%
130/3	5.00	pcs	10000002 Car Rental	100.00	500.00 0%
130/4	10.00	pcs	10000002 Per Diem	60.00	600.00 0%
130/5	1.00	pcs	10000002 Misc Field Materials	200.00	200.00 0%
Total net				USD	27,516.02

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 90 days
 Delivery: prepaid and add
 Payment terms: Net 30 days

Best regards

Lindsay Barnes
Huber Technology, Inc.

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Aftermarket Sales & Service Rates 2021

Field Service Base Rates

Continental U.S., Mexico and Canada..... \$150.00 per hour
 Outside Continental U.S., Mexico and Canada..... \$226.00 per hour

Training

Product Training..... \$150.00 per hour

Travel

Travel (time)..... \$140.00 per hour
 Mileage..... \$0.58 per mile

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... \$145.00 per hour

Premium Rates

Overtime rate (in excess of 8 hours per day)..... \$249.00 per hour
 Standby rate..... Applicable base rate
 Double time rate (Sunday, Holiday, or in excess of 12 hours)..... \$300.00 per hour

Expenses

Travel and accommodations..... Actual cost
 Per Diem.....Business Rate Plan 1.. \$60.00 per day
 High Cost Area Rate 2.. \$70.00 per day
 Service Truck Rate \$80.00 per day
 Materials, Equipment Rental, Supplies..... Actual cost plus 20%
 Laboratory testing..... Actual cost plus 20%

Fees

Visa, work permits, taxes, user fees or special assessments, etc..... Actual cost

Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)..... Actual cost

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Aftermarket Sales & Service Rates 2021

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$60.00 per day or \$70.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2021

Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.

2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. (“Huber”) warrants any **original** Huber part (mechanical or electrical) for a period of:
 A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner (“Replacement Part”)

1. Only valid if the product is operated in accordance with the manufacturer’s instructions.
 2. The replacement part(s) must not be modified or changed in anyway.
 3. The replacement part(s) must be installed by a qualified person to the manufacturer’s specifications
- Or

- B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.
1. Only valid if the product is operated in accordance with the manufacturer’s instructions
 2. The replacement part(s) must not be modified or changed in anyway.
 3. The replacement part(s) must be installed by a qualified person to the manufacturer’s specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non-transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber.

Returns will not be accepted past thirty (30) days.

- Part(s) must be new and never installed. Any indication of wear or installation, at Huber’s sole discretion, may result in the part(s) being shipped back to owner, at the owner’s cost, and no credit shall be issued.
- **Exception:**

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

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owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s) warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net

Agenda Item #7397

Discussion with Action: Approve the Special Event Permit application for Tony Myatt to hold a 10k on the beach and East Grand Avenue on Sunday, October 17th, 2021 10:00am to 1:00pm. They will race on the beach from the Pier and into Scarborough and race back on East Grand Avenue ending in the Square. Request to close the square during the race hours, for the finish line. Requirement of one police officer for traffic control. The sponsor and the host facility will need to ensure compliance with all Federal, State, County and Local Orders, Rules and Regulations and Guidance relating to COVID-19 in effect at the time of the event. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least one month prior to the event.

Background: *See attached permit.*

Motioned by: Councilor Reid

Seconded by: Councilor Kelley w/discussion regarding if one officer will be able to handle the needs of the event. Police Chief Dana Kelley confirmed yes.

Vote: 5-0

APPLICATION INFORMATION

PLEASE SUBMIT A **COMPLETE** APPLICATION A MINIMUM OF **30 CALENDAR DAYS** PRIOR TO THE EVENT.

1. Name of applicant Tony Myatt
- Address of applicant 22 Romasco Ln Portland, ME 04101
City State Zip
- Phone number of applicant (207) 272 7731 Fax () _____
- Cell phone () same E-mail Tonedog86@aol.com
- On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)
A Running Passion & Animal Refuge League
- Website address (if an Organization, Firm or Corporation) _____

Type of Event:

- Festival/Fair
 Race/Walk/Bike Ride
 Concert
 Parade/March
 Other – Please specify

2. Event Description (name all vendors who will provide entertainment and the type of entertainment provided)

10K on Old Orchard Beach from Pier to Pine Point
back on E Grand Ave finishing @ caldesack in front of
Pier.

Will you be using tents? _____ YES NO

If yes, list size of tent and supplier, as well as what portion of the event will be taking place under the tent (i.e. cooking, sales, picnic tables, chairs, etc), and how the tent will be secured.

Will you be using staging? _____ YES NO

If yes, the following items will be used at the event (Please mark all that apply):

- Amplified Music Bleacher(s) Dance Floor(s) Live Entertainment
 Loud Speaker(s) Microphone(s) Stadium(s) Stage(s)

Other: (Bullhorn) Megaphone for pre-event announcements

Note: If any of the above items will be used, please indicate their location on your attached Site Plan/Map. Use of the above items may require the Event Organizer to meet ADA regulations.

3. Chairperson and/or responsible party for the event, if other than above:
(Include information how this person may be contacted at any time during the event).

Name Tony Myatt Work Phone 207 272-7731

Address see page 2 City _____ State _____ Zip _____

Cell phone () _____ Fax () _____

E-mail 21 _____

4. SET-UP Date for Event 10, 17, 20 Day of Week SAT from 10AM to 1 PM

Date of Event " Day of Week " from " to "

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

TAKE-DOWN date n/a Day of Week _____ from _____ to _____

RAIN DATE(s) _____ Times _____

(if rain date listed, insurance must list rain date)

5. Location of the Event Old Orchard Pier area of Beach
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

0-150; _____ 150-500; _____ 500-1000; _____ 1,000+

7. If a parade or public gathering, will it occupy any or all of the roadway involved or to be traversed? (if yes, explain). Use extra sheet of paper to describe exact route of parade, including any water stops.

Runners/Walkers will return from Pine Pt to Pier
via E Grand Ave against traffic @ all times some ^{on} sidewalk

8. Will the sale of food and/or beverages occur at the event? _____ If yes, describe the commodities to be sold.

- Alcoholic Beverages (only at Ballpark, using Ballpark Licensee) Pot Luck Items
- Professional Catering Non-Profit Food Vendors Retail Food Vendors

Bottled Water @ Finish, possible water stop @
Pine Point Beach

9. Will there be merchandise sold at the event? _____ YES NO

Description of merchandise _____

10. Is the event a Charitable event? YES _____ NO

Is this event co-sponsored by the Town of Old Orchard Beach? _____ YES NO ~~RSU~~

If this event a Regional School Unit #23 event? _____ Yes NO

(The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or co-sponsored by the Town of Old Orchard Beach).

11. If the event is charitable, name the beneficiary of the proceeds from the event:

12. List any Event Sponsors:

Jimmy the Greeks _____

Will admission be charged for the event? _____ YES NO
Will participants be charged for parking? _____ YES NO

13. Has this event been held previously in Old Orchard Beach?

YES (if yes, please list dates): _____

NO

14. What is the applicant doing to ensure the event will not endanger the public safety or disturb the peace? Describe your plans for security at your event, including crowd control (attach additional sheets if necessary). Security plan will need final approval by the Old Orchard Beach Police Department and they have final say in appropriate number and type of security personnel required. Must include at least one Old Orchard Beach Police Officer, if security is required. Costs associated with security are the sole responsibility of the event organizer.

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) :

Volunteers @ turns & major intersections

Additional Uniformed presence provided by: Off-Duty Police Officers; Private Security;
 Volunteers

Times: 10AM - 1PM How many? 5-10

If you have already made contact with someone about security, provide the contact name and number:

Name: _____ Phone Number: _____

Please list any items that will be left overnight. If equipment will be left on-site overnight, provide details for personal property safety and security of site: (Note that the event organizer is solely responsible for items left on the property. The Town assumes no responsibility for items of personal property at the location at any time)

n/a

Will audible devices be used at this event? YES NO
If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

Where will the event attendees/participants park? legal parking spots on streets

Will a shuttle service be provided from parking areas to the event site? YES NO

If yes, please describe shuttle plan, and name of company provided service:

Will you require special parking (RV's, trailers, trucks)? YES NO

If yes, give details: just my car @ the finish line on caldesack

15. Describe your plans for waste disposal at your event. What arrangements have you made for removal and disposal of trash generated by your event? Please supply details of numbers and type of containers and supplier of containers that will be used. (Attach additional sheets if necessary) Costs associated with waste disposal are the sole responsibility of the event organizer. Disposal in Town trash receptacles is NOT an accepted means of disposal, and is prohibited.

all waste is recycled by me

Is the use of barricades necessary/requested for this event? NO

If yes, number needed and location _____

Will it be necessary to cover street and/or parking signs for this event, or place no parking signs?

YES NO If yes, please describe:

Is any other public works assistance needed? NO

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? n/a

16. Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc?) For Bonfires, the pit/bonfire must be pre-approved for use by the Fire Department; the wood to be burned has no paint or nails; the portable pit or bonfire can be removed or filled in after the event leaving no residue or noticeable impact; a small water extinguisher and shovel are present; at least one adult be assigned to "keep fire watch" at all times. Note a burn permit must also be obtained from the Fire Department for the date specified on the date of the event. The Fire Department will issue a permit based on class day as listed by the Maine Forest Service. Permission may be refused or revoked if the Maine State Forestry Commission (governing body) declares a "Red Flag" day on which NO open fires may be allowed in our zone. A \$100 **cash** deposit is required for all fires to be returned to the applicant if the area is cleaned to the satisfaction of the public works department and/or fire department.
- YES NO

If yes, explain: _____

17. Describe your plans for all signage and/or decorations for the event. Please include type of signage to be used, and description of verbiage being posted on signage.

none other than cones w/ numbers indicating mile marking for runners

Will this event be posting a banner on public property? YES NO

If yes, please list requested dates, dimensions of banner, wording on banner, and location (no more than two weeks prior to the event):

18. Alcohol is not allowed on public property, except as outlined in the liquor license for the Ballpark. If this is a Ballpark event, will there be alcohol available for consumption? Note, if alcohol is being served, the Town requires additional Liquor Liability Insurance (minimum \$2,000,000, listing Town of Old Orchard Beach as additionally insured): YES NO

Will the alcohol be: _____ Sold; _____ Given away; _____ Both

Describe the type of alcohol to be served, times consumption will be allowed, and plans for controlling consumption:

_____ n/a _____

19. If this is a Ballpark Event, have you signed an agreement with the Ballpark Commission for use of the Ballpark? _____ Yes, it's attached _____ No

20. Will the event involve professional fireworks? _____ YES _____ NO
Consumer fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? _____

(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? _____

21. Will there be any kind of animals at this event? (e.g. petting zoo, pony rides, etc.) _____ YES _____ NO

If so, please indicate the location of the animals on the Site Plan/Map.

22. Piping Plovers are state and federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 1st through August 31st of each year. Will this event occur on the beach? _____ YES _____ NO

If yes, you must contact the Public Works Department at 207-934-2250, approximately one week prior to the event. In the event there are any active piping plover nests in the vicinity of your event, you may have to move your event farther down the beach, or request permission to change the date of your event.

Piping Plover Essential Habitat: The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. *However, projects must be reviewed by MDIFW before Town approval.*

If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final project proposal per review standards established for Essential Habitats and determine if the project would significantly alter the habitat or violate protection guidelines.

The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

23. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town of Old Orchard Beach Town Clerk's Office 30 days prior to the event date. The applicant shall at its own cost and expense furnish a policy or policies for property damage or bodily injury in the amount of at least \$500,000. The Town of Old Orchard Beach **MUST** be listed as an Additional Named Insured.

_____ Yes, it has been provided with the application; No, it will be provided at least 30 days prior to the event.

24. Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)? _____ YES NO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

SPECIAL EVENT PERMIT AGREEMENT

I, Tony Myatt on behalf of Animal Refuge League & A Running Passion
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

1. All pre-event determined fees shall be paid at least two weeks prior to the event. I agree to pay any costs determined after the event immediately upon receipt of invoice.
2. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town Clerk's Office at least 30 days prior to the event date. The Town of Old Orchard Beach MUST be listed as an Additional Name Insured with the proper endorsement included. GAM (initial)
3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.
4. Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.
5. Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.
6. To comply will all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.
7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.
8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.
9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.

10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.
11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.
12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.
13. Events are considered rain/shine. Refunds are not issued if the event does not occur.
14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.
15. Consumer Fireworks are illegal in Old Orchard Beach.

I have read and understand the Special Events Permit Agreement terms and conditions and I agree to be bound by said terms and conditions. I certify that the information I provided is accurate to the best of my knowledge.

Signature: G. Anthony Myatt Date: 9-26-2019
(authorized representative)

Print name: G. Anthony (Tony) Myatt

Print Organization Name (if applicable): A Running Passion & Animal Refuge League

Hello Kim,

Hope all is well with you. I have attached my permit for this year's Beach and Road 10K. Looking to hold Sunday Oct 17th 10AM start. I assume the \$50 is able to be credited to this years' event since we couldnt hold the event last year. I am sending a similar email to the Scarborough people. I have covid guidelines below here that I use on my events that I am holding live this year. Read to the end if you would please.

1. Masks are required
2. For families we will request 1 representative pick up all packets and distribute to their family members to avoid multiple people picking up their packets.
3. A word of caution If you have an underlying respiratory or medical condition we recommend you do not participate in the event or participate in solidarity once you have picked up your packet and possibly on your own time.
4. Spectators must remain in vehicles. Give that horn a workout. There is ample parking near Baxter Blvd and Payson Park to see runners go by from inside your car.
5. Limit of 100 people
6. There will be staggered starts (size to be determined based on numbers) for example if we have 40 people and we can socially distance 5 people across the start line we will do 8 different starts to space people.
7. No congregating at the finish area once you have finished and caught your breath you must either cool down or keep walking away from the finish.

Please let me know if you need anything else from me other than event insurance which I will purchase once the date and permit is approved. Thanks so much.

Tony Myatt

Agenda Item #7398

Discussion with Action: Approve the Special Event Permit application for the Lawson family to hold a wedding on the beach between Randall and Temple Avenue on Saturday, September 25th, 2021 10:00am to 7:00pm, including set-up and takedown. The host will need to ensure compliance with all Federal, State, County and Local Orders, Rules and Regulations and Guidance relating to COVID-19 in effect at the time of the event. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least one month prior to the event.

Background: *See attached permit.*

Motioned by: Councilor Reid

Seconded by: Councilor Tousignant

Vote: 5-0

APPLICATION INFORMATION

PLEASE SUBMIT A **COMPLETE** APPLICATION A MINIMUM OF **30 CALENDAR DAYS** PRIOR TO THE EVENT.

1. Name of applicant Douglas & Sandra Lawson

Address of applicant 4 Randall Ave Ocean Park ME 05063
City State Zip

Phone number of applicant (978) 846 0349 Fax (978) 349-6161

Cell phone (617) 653-6608 E-mail lawsons@op-beachhouse.com

On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)

N/A

Website address (if an Organization, Firm or Corporation) N/A

Type of Event:

- Festival/Fair
- Race/Walk/Bike Ride
- Concert
- Parade/March
- Other – Please specify

wedding ceremony

2. Event Description (name all vendors who will provide entertainment and the type of entertainment provided)

We will have an hour long ceremony on the beach
between Randall Ave & Temple. There will be a vocalist
& guitar player provided by Silver Arrow band. After the ceremony
attendees will be taken by shuttle to the Black Point Inn in
Scarborough

Will you be using tents? _____ YES X NO

If yes, list size of tent and supplier, as well as what portion of the event will be taking place under the tent (i.e. cooking, sales, picnic tables, chairs, etc), and how the tent will be secured.

Will you be using staging? _____ YES _____ NO

If yes, the following items will be used at the event (Please mark all that apply):

- Amplified Music Bleacher(s) Dance Floor(s) Live Entertainment
- Loud Speaker(s) Microphone(s) Stadium(s) Stage(s)

Other: _____

Note: If any of the above items will be used, please indicate their location on your attached Site Plan/Map. Use of the above items may require the Event Organizer to meet ADA regulations.

3. Chairperson and/or responsible party for the event, if other than above:
(Include information how this person may be contacted at any time during the event).

Name Ashley Elaine Events, LLC Work Phone (978) 939-9128

Address 773 Turnpike St. Suite 112 North Andover MA 01845
City State Zip

Cell phone (978) 939-9128 Fax () _____

E-mail ashley@ashleyelaineevents.co

4. SET-UP Date for Event 9/25/21 Day of Week Sat from 10 am to 2 pm

Date of Event 9/25/21 Day of Week Sat from 3 pm to 4 pm

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

TAKE-DOWN date 9/25/21 Day of Week Sat from 5 pm to 7 pm

RAIN DATE(s) N/A Times _____

(if rain date listed, insurance must list rain date)

5. Location of the Event on the beach between Randall Ave & Temple Ave
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

0-150; _____ 150-500; _____ 500-1000; _____ 1,000+

7. If a parade or public gathering, will it occupy any or all of the roadway involved or to be traversed? (if yes, explain). Use extra sheet of paper to describe exact route of parade, including any water stops.

NO

8. Will the sale of food and/or beverages occur at the event? NO If yes, describe the commodities to be sold.

- Alcoholic Beverages (only at Ballpark, using Ballpark Licensee) Pot Luck Items
- Professional Catering Non-Profit Food Vendors Retail Food Vendors

N/A

9. Will there be merchandise sold at the event? _____ YES NO

Description of merchandise _____

10. Is the event a Charitable event? _____ YES NO

Is this event co-sponsored by the Town of Old Orchard Beach? _____ YES NO

If this event a Regional School Unit #23 event? _____ Yes NO

(The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or co-sponsored by the Town of Old Orchard Beach).

11. If the event is charitable, name the beneficiary of the proceeds from the event:

N/A

12. List any Event Sponsors:

N/A

Will admission be charged for the event? _____ YES NO

Will participants be charged for parking? _____ YES NO

13. Has this event been held previously in Old Orchard Beach?

____ YES (if yes, please list dates): _____

NO

14. What is the applicant doing to ensure the event will not endanger the public safety or disturb the peace? Describe your plans for security at your event, including crowd control (attach additional sheets if necessary). Security plan will need final approval by the Old Orchard Beach Police Department and they have final say in appropriate number and type of security personnel required. Must include at least one Old Orchard Beach Police Officer, if security is required. Costs associated with security are the sole responsibility of the event organizer.

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) :

There is an event coordinator to direct attendees to & from the ceremony. Shuttles will bring attendees from hotels to beach to limit the need for car parking.

Additional Uniformed presence provided by: ___Off-Duty Police Officers; ___ Private Security; ___Volunteers

Times: _____ How many? _____

If you have already made contact with someone about security, provide the contact name and number:

Name: _____ Phone Number: _____

Please list any items that will be left overnight. If equipment will be left on-site overnight, provide details for personal property safety and security of site: (Note that the event organizer is solely responsible for items left on the property. The Town assumes no responsibility for items of personal property at the location at any time)

N/A

Will audible devices be used at this event? YES NO

If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

a microphone and small amplifier for vocalist
& acoustic guitarist

Where will the event attendees/participants park? Parking will be at the
hotels - shuttles used to get folks to & from ceremony

Will a shuttle service be provided from parking areas to the event site? YES NO

If yes, please describe shuttle plan, and name of company provided service:

Shuttles from Black Point Inn & Hampton Inn provided
by Custom Coach & Portland Discovery

Will you require special parking (RV's, trailers, trucks)? YES NO

If yes, give details: _____

15. Describe your plans for waste disposal at your event. What arrangements have you made for removal and disposal of trash generated by your event? Please supply details of numbers and type of containers and supplier of containers that will be used. (Attach additional sheets if necessary) Costs associated with waste disposal are the sole responsibility of the event organizer. Disposal in Town trash receptacles is NOT an accepted means of disposal, and is prohibited.

Event will immediately be cleaned up and any trash disposed
of at private residence at 4 Randall Ave

Is the use of barricades necessary/requested for this event? no

If yes, number needed and location _____

Will it be necessary to cover street and/or parking signs for this event, or place no parking signs?

YES NO If yes, please describe:

Is any other public works assistance needed? NO

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? N/A

16. Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc?) For Bonfires, the pit/bonfire must be pre-approved for use by the Fire Department; the wood to be burned has no paint or nails; the portable pit or bonfire can be removed or filled in after the event leaving no residue or noticeable impact; a small water extinguisher and shovel are present; at least one adult be assigned to "keep fire watch" at all times. **Note a burn permit must also be obtained from the Fire Department for the date specified on the date of the event. The Fire Department will issue a permit based on class day as listed by the Maine Forest Service. Permission may be refused or revoked if the Maine State Forestry Commission (governing body) declares a "Red Flag" day on which NO open fires may be allowed in our zone. A \$100 cash deposit is required for all fires to be returned to the applicant if the area is cleaned to the satisfaction of the public works department and/or fire department.**

YES NO

If yes, explain: _____

17. Describe your plans for all signage and/or decorations for the event. Please include type of signage to be used, and description of verbiage being posted on signage.

N/A

Will this event be posting a banner on public property? YES NO

If yes, please list requested dates, dimensions of banner, wording on banner, and location (no more than two weeks prior to the event):

N/A

18. Alcohol is not allowed on public property, except as outlined in the liquor license for the Ballpark. If this is a Ballpark event, will there be alcohol available for consumption? Note, if alcohol is being served, the Town requires additional Liquor Liability Insurance (**minimum \$2,000,000, listing Town of Old Orchard Beach as additionally insured**): YES NO

Will the alcohol be: _____ Sold; _____ Given away; _____ Both

Describe the type of alcohol to be served, times consumption will be allowed, and plans for controlling consumption:

N/A

19. If this is a Ballpark Event, have you signed an agreement with the Ballpark Commission for use of the Ballpark? _____ Yes, it's attached No

20. Will the event involve professional fireworks? _____ YES NO
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? _____
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? _____

21. Will there be any kind of animals at this event? (e.g. petting zoo, pony rides, etc.) YES NO

If so, please indicate the location of the animals on the Site Plan/Map.

22. Piping Plovers are state and federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 1st through August 31st of each year. Will this event occur on the beach? YES _____ NO

If yes, you must contact the Public Works Department at 207-934-2250, approximately one week prior to the event. In the event there are any active piping plover nests in the vicinity of your event, you may have to move your event farther down the beach, or request permission to change the date of your event.

Piping Plover Essential Habitat: The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. **However, projects must be reviewed by MDIFW before Town approval.**

SPECIAL EVENT PERMIT AGREEMENT

I, Douglas Lawson on behalf of _____
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

1. All pre-event determined fees shall be paid at least two weeks prior to the event. I agree to pay any costs determined after the event immediately upon receipt of invoice.
2. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town Clerk's Office at least 30 days prior to the event date. The Town of Old Orchard Beach MUST be listed as an Additional Name Insured with the proper endorsement included. DL (initial)
3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.
4. Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.
5. Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.
6. To comply will all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.
7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.
8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.
9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.

If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final project proposal per review standards established for Essential Habitats and determine if the project would significantly alter the habitat or violate protection guidelines.

The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

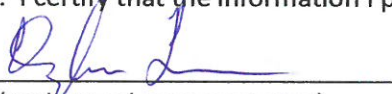
23. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town of Old Orchard Beach Town Clerk's Office 30 days prior to the event date. The applicant shall at its own cost and expense furnish a policy or policies for property damage or bodily injury in the amount of at least \$500,000. The Town of Old Orchard Beach **MUST** be listed as an Additional Named Insured.

_____ Yes, it has been provided with the application; No, it will be provided at least 30 days prior to the event.

24. Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)? _____ YES NO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.
11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.
12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.
13. Events are considered rain/shine. Refunds are not issued if the event does not occur.
14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.
15. Consumer Fireworks are illegal in Old Orchard Beach.

I have read and understand the Special Events Permit Agreement terms and conditions and I agree to be bound by said terms and conditions. I certify that the information I provided is accurate to the best of my knowledge.

Signature:  Date: 3/15/21
(authorized representative)

Print name: Douglas Lawson

Print Organization Name (if applicable): _____

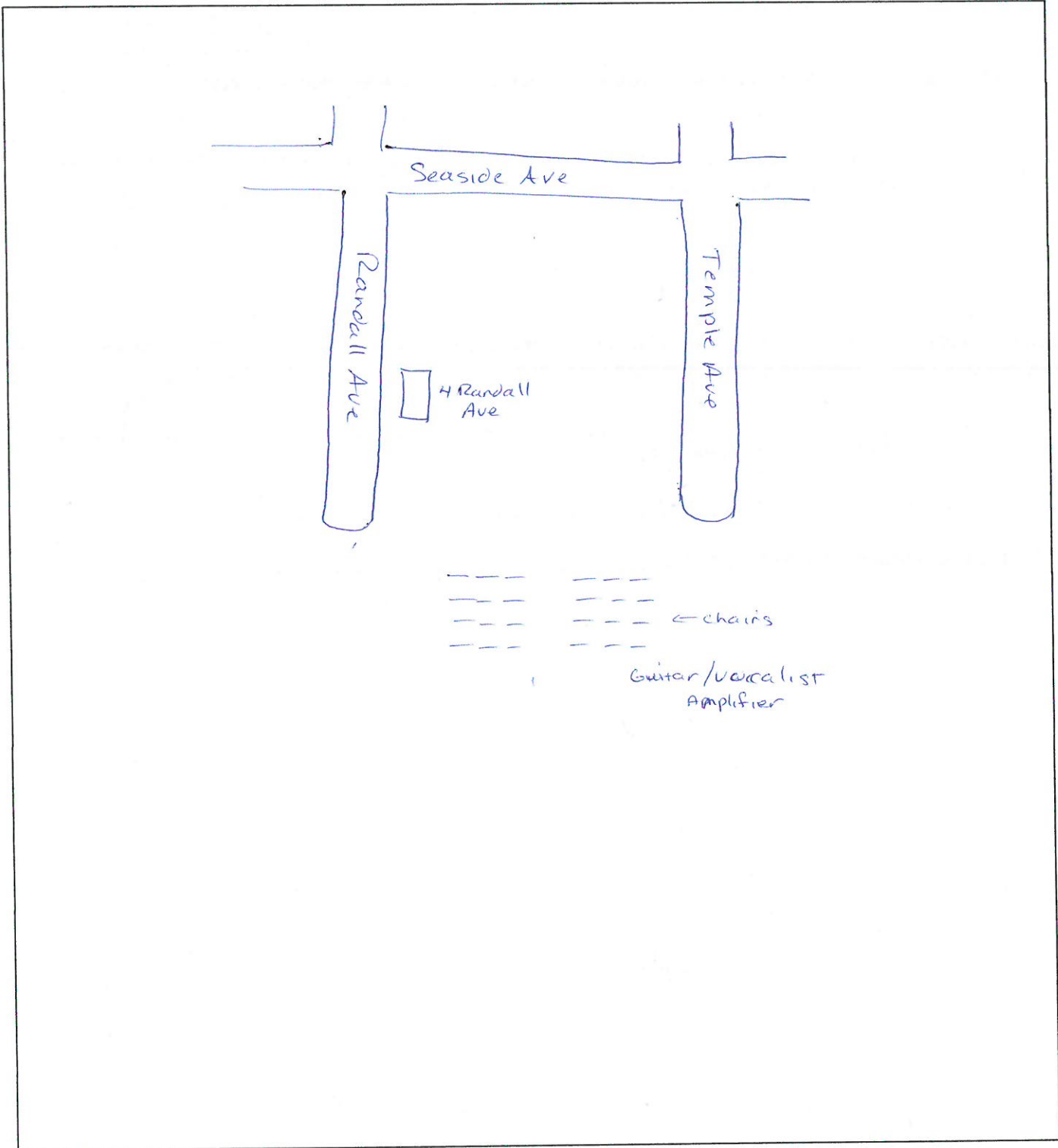
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Porta Potties/Rest Rooms

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



MISCELLANEOUS PAYMENT RECPT#: 524794
TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVE.
OLD ORCHARD BEACH ME 04064

DATE: 03/22/21 TIME: 15:00
CLERK: reg5 DEPT:
CUSTOMER#: 0

COMMENT: SPEC EVENT PERMIT

CHG: TCREC TOWN CLERK RECE 50.00

AMOUNT PAID: 50.00

PAID BY: LAWSON, DOUGLAS & SA
PAYMENT METH: CREDIT CARD

REFERENCE:

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00

Agenda Item #7399

Discussion with Action: Approve the pole permit for Central Maine Power to place a telephone pole at P25 Ross Road-Saco at the Goosefare Stream Town Line.

Background: *See attached permit.*

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0

Notification: 10300691582

LOCATION PERMIT

Work Order: 801000357561

Upon the Application of Center Maine Power Company and N/A

dated Dec 30, 2020, asking for permission, in accordance with law, to construct and maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances over, under, along or across certain highways and public roads in the location described in said application, permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location, said facilities and appurtenances in the City / Town of Old Orchard Beach

approximately located as follows:

- 1. Starting Point: P25 Ross Rd - Saco @ Goosefare Stream - Town Line
2. Road (State & CMP): Ross Rd - Old Orchard Beach
3. Direction: Northeasterly
4. Distance: 7320 +/- feet
5. Number of Poles: 28* see sketch

Facilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 feet over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 inches under pavement and 30 inches elsewhere, all in a manner conforming to the National Electric Safety Code.

By: _____

By: _____

By: _____

By: _____

By: _____

Municipal Officers

Office of the _____

Received and Recorded in Book _____, Page _____

Attest: _____

Clerk

Pole Permit Request

Date: 02/24/2021

CHECK REQUEST:

Check Payable to:

Town of Old Orchard Beach Clerk Orchard Beach, ME 04064 \$10.00	Attn: Town 1 Portland Avenue Amount PO# 4700359498	Old
--	---	-----

Permit documents to be attached with payment.

RE: Notification #

10300691582

City/Town Representative:
email signed pole permit

to:
4752

lineclerknewservice@cmpco.com

Enclosed please find a pole permit application and required payment; please fax or

Fax: 629-

Internal Use

CENTRAL MAINE POWER COMPANY

SKETCH TO ACCOMPANY APPLICATION FOR POLE OR UNDERGROUND LOCATIONS

City / Town: Old Orchard Beach

Date: Dec 30, 2020

Street: Ross Rd - Old Orchard Beach

By: Jon Deschenes

Facilities to consist of wood poles and appurtenances with a minimum clearance of wire and cables not less than 21 feet over the public highway, and/or underground facilities to consist of buried cables, conduits, transformers and manholes for operation at 7200 volts to ground single phase. Construction to be suitable for future operation at a voltage not to exceed 22KV to ground single phase. Right-of-way limits indicated are based on the best field information available. Poles/ Pads are staked. For further information call: Jon Deschenes at Central Maine Power Company tel: 800-750-5000 . Pole/Pad spans shown are approximate.

					Highway Lines						Highway Lines
Feet Behind Curb	Feet Behind Guard Rail	Feet to C/L Traveled Way	Pole / Pad #			Pole / Pad #	Feet Behind Curb	Feet Behind Guard Rail	Feet to C/L Traveled Way		
New	Subdivision?				130'						
n/a	n/a	19'	31S			31	n/a	n/a	19'	Replacement	
					145'	31H	n/a	n/a	19'	New	
					145'	Easy Street					
					140'	32	n/a	n/a	19'	Replacement	
					140'	32H	n/a	n/a	19'	New	
					140'	33	n/a	n/a	19'	Replacement	
					140'	33H	n/a	n/a	19'	New	
					140'	34	n/a	n/a	19'	Replacement	
					140'	34H	n/a	n/a	19'	Replacement	
					135'	35	n/a	n/a	19'	Replacement	
New				130'							
n/a	n/a	19'	35H								
Replc'd				145'							
n/a	n/a	19'	36								
New	Subdivision?			135'							
Replc'd											
n/a	n/a	19'	36H								

Notification: 10300691582

CENTRAL MAINE POWER COMPANY

Work Order: 801000357561

APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of: Old Orchard Beach, Maine

To the: [] City [x] Town [x] County of: York, Maine

- [x] Central Maine Power hereby applies for permission to: [x] Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below. [] Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.

[x] Central Maine Power Company and N/A

jointly apply for permission to construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

- 1. Starting Point: P25 Ross Rd - Saco @ Goosefare Stream - Town Line
2. Road (State & CMP): Ross Rd - Old Orchard Beach
3. Direction: Northeasterly
4. Distance: 7320 +/- feet
5. Number of Poles: 28* see sketch

- [x] Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code. [] Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

Any person, firm, or corporation to be adversely affected by this proposed location shall file a written objection with the State Department of Transportation, City, Town or County stating the cause of said objection within fourteen (14) days after the publication of this notice or ninety (90) days after installation of facilities without publication.

[] Public Notice of this application has been given by publishing the text of the same [x] Not Published

In: []
On: []

CENTRAL MAINE POWER COMPANY

N/A

By: Jon Deschenes Date: Dec 30, 2020 By: Date:

Agenda Item #7400

Discussion with Action: Set the date of April 20th, 2021 to hold a public hearing 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: *(see attached contract agreement, contract zone division, & revised survey)*

TO: Old Orchard Beach Town Council
Larry Mead, Town Manager
Jennifer Hayes, Executive Assistant
FROM: Planning Staff
SUBJECT: Contract Zoning Proposal – 211 East Grand Ave
DATE: 30 March 2021

This item is proposing a contract zone to allow for the development of a 4-lot subdivision to be used for single family purposes. Originally this project was proposed as a conceptual subdivision plan but staff rejected it because the road did not meet town road, lot size and frontage standards. So, the applicant decided to attempt another zoning route- contract zoning.

The contract zoning proposal is basically the same as the original proposal: a 4-lot subdivision with single-family dwellings on each lot and an access road; although, there are changes to the ordinance standards to allow the subdivision to exist as the applicant proposes. The primary changes include a reduction in lot area, reduction in shore frontage and reduction in road size. As part of the contract zoning agreement, the applicant agrees to specific conditions and restrictions in exchange for allowing the ordinance changes. Most notable are creation of a trail dedicated to public beach access, agreeing to a lower density and building height than what is allowed by ordinance, and preservation of land within the frontal dune.

Contract zoning proposals require Planning Board and Council review. Similar to the zoning ordinance amendment process, the Planning Board reviews, holds a public hearing and votes on a recommendation to the Council. The Council reviews the proposal, holds a public hearing, and issues a final decision.

The Planning Board began review of the proposal during January. After holding a public hearing and several revisions to the contract zoning agreement, the Board voted in favor of the agreement and recommend the Council approve (3-2 vote). Several additional conditions and restriction were added by the Board and are now included in the most recent draft submitted to Council.

Council Responsibilities

The Council acts on the request for contract zoning following the procedures of Section 410 of the OOB Town Charter for enactment of ordinances. Section 410 requires the Council to review a contract zone with the same procedure as a typical ordinance amendment- schedule a public hearing, hold a public hearing, issue a decision. After the public hearing the Council may adopt the ordinance with or without amendment

or reject it, but in no case shall the ordinance be adopted or rejected in less than 14 days after the public hearing.

The Council may begin its review of the request for contract zoning at any time, but may not hold its public hearing until the Planning Board has held its public hearing and the Council shall not take final action on the request for contract zoning until the Council receives the Planning Board recommendation.

Important note- if the Council approves the contract zone agreement, the approval does fully approve the project associated with the agreement. The project must secure Planning Board approval through the Site Plan and Subdivision process. Approval of the contract zone agreement only approves the contract zone.

Planning Board Responsibilities

Contract zoning proposals require the Planning Board to make a recommendation to the Council on the contract zone. The primary responsibility of the Board is to rule on three factors when making their recommendation:

- (1) Is consistent with the comprehensive plan;
 - (2) Is consistent with, but not limited to, the existing uses and allowed uses within the original zone;
- and
- (3) is subject to conditions sufficient to achieve the purposes described in Sec. 78-2131* of the Contract Zoning Ordinance

*78-2131 states: "Occasionally, traditional zoning methods and procedures such as variances, conditional use permits, and alterations to the zone boundaries are inadequate to promote desirable development. In these special situations, more flexible and adaptable zoning methods are needed to permit differing land uses in both developed and undeveloped areas, and at the same time recognize the effects of change. In consideration of a change in zoning classification for a particular property or group of properties, it may be determined that public necessity, convenience, or the general welfare require that provisions be made to impose certain limitations or restrictions on the use or development of the property. Such conditions are deemed necessary to protect the best interests of the property owner, the surrounding property owners and the neighborhood, all other property owners and citizens of the town, and to secure appropriate development consistent with the town's comprehensive plan."

A favorable recommendation to the Council requires a positive finding on all three factors. If the Board makes a negative finding on any of the factors, its recommendation shall be negative.

Conditions and Restrictions. Factor # 3 allows the Board to apply conditions and restrictions to a contract zoning proposal. According to the contract zoning ordinance, conditions and restrictions shall relate only to the physical development and operation of the property and may include, by way of example:

- (1) Limitations on the number and types of uses permitted;
- (2) Conditions on the scale and density of development, including the height, lot coverage and other space and bulk provisions;
- (3) Specifications for the design and layout of buildings and other improvements;
- (4) Schedules for commencement and completion of construction;
- (5) Performance guarantees securing completion and maintenance of improvements, and guarantees against defects;
- (6) Preservation of open space and buffers, and protection of natural areas and historic sites;

- (7) Provision of municipal services required by the development;
- (8) Provisions for enforcement and remedies for breach of any condition or restriction, including the timing of the effective date of the change and its repeal should conditions not be met;
- (9) The dedication or conveyance of property for public purposes, including but not limited to, streets, easements, parks and utility systems.

As stated above, the Board voted in favor of the agreement and recommend the Council approve (3-2 vote).

In addition to contract zoning, the proposal will require site plan and subdivision review. If the applicant secures approval of the contract zone, they essentially receive a “waiver” of certain standards in the zoning ordinance if modification of these standards is in the contract zoning agreement. An applicant may submit site plan and subdivision applications at the same time they’re seeking the contract zoning as if the contract zoning were already in effect, or may seek them after the Council rules on the contract zone. If the applicant seeks approval before final Council action on the contract zone, the Board must make its approval contingent on the Council’s approval of the contract zone. At this time, only the contract zoning proposal is before the Board.

Maine DEP Review

In addition to Planning Board and Council review, Maine Department of Environmental Protection (DEP) must review the contract zone because the contract zone will be applicable to the shoreland zoned portions of this property. Per OOB ordinance, formal DEP review begins after the contract zone is enacted by the Council. This is important to note because the applicant cannot secure formal DEP approval until Planning Board and Council review is complete and a decision issued. The actual project associated with the contract zone cannot begin until DEP approves.

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

CONTRACT ZONING AGREEMENT
Estates at Bay View, LLC and the Town of Old Orchard Beach

CONTRACT ZONE AGREEMENT made this ___ day of _____, 2021, by and between ESTATES AT BAY VIEW, LLC, a Maine limited liability company with a principal place of business in Saco, County of York and State of Maine, and Timothy Swenson as its principal (hereinafter collectively referred to as “EBV”), and THE TOWN OF OLD ORCHARD BEACH, a municipal corporation located in York County, Maine.

WHEREAS, at the time of application for a contract zone, Timothy Swenson, principal of EBV, has a purchase agreement with the current owners dated October 1, 2020 (“the purchase agreement”) which has been presented to the Council as evidence of right, title or interest in the property; and

WHEREAS, Mr. Swenson’s contractual rights as purchaser under the purchase agreement are assignable, and title to the Property will be taken in the name of EBV or other assignee corporation for which Mr. Swenson has authority; and

WHEREAS, for the purposes of this Agreement, EBV shall refer to Estates at Bay View, LLC or such other corporation acting as assignee under the purchase agreement; and

WHEREAS, EBV proposes to develop a four-lot residential subdivision on 1.37 acres of land located on East Grand Avenue. The proposed project would relocate and preserve an existing residential structure built in 1900, and create three additional lots for single-family residential use; and

WHEREAS, the parcel to be developed is depicted on the Town’s tax maps as Map 202, Block 2, Lot 2 and is located in the Residential Beachfront District (hereinafter “RBD”) and partially within the Shoreland Residential Activity Subdistrict (“RA”);

WHEREAS, the proposed development is consistent with the existing uses and allowed uses within the Residential Beachfront District and Shoreland Residential Activity Subdistrict; and

WHEREAS, EBV has petitioned for a contract zone to amend the Old Orchard Beach Zoning Ordinance for the reasons as follow:

1. EBV seeks the right to develop a four-lot residential subdivision on the above-referenced parcel while preserving the historic residence located on the parcel. Lot size and density standards in the RBD and RA allow for the placement of four residential lots and dwellings on this parcel; however, in order to preserve the existing structure, which has a large footprint, the configuration of the remaining three lots requires minor reductions of net developable area, road frontage and shore frontage to be met on certain of the proposed lots. The proposed lots all meet minimum lot area requirements without need for modification.
2. The proposed development will confer the following benefits to the Town, in keeping with the goals of the Comprehensive Plan.

- a. EBV will convey to the Town a four-foot right of way for public access from E. Grand Avenue to the beach. Currently the closest public access point to the beach is 700 feet to the south, and there is no public access point within town limits to the north. The Comprehensive Plan suggests at Section III(H)(1) that “formal access agreements could be negotiated with existing and proposed landowners of key properties” to access natural features. One of the “most important” goals in the Comprehensive Plan is to “protect and upgrade public access ways to the beach.” See preamble to Section IV and Policies A.27; E.9-E.11.
 - b. The existing dwelling will be moved behind the dune line, and the dunes will be restored with supervision from the Department of Environmental Protection. The Comprehensive Plan includes as a local goal to “preserve and protect the shoreline and its associated dune system,” and Policy D.19 calls for continuance of a dune management program.
 - c. The proposed development will allow for preservation of the existing historic dwelling. Policy A.40 of the Comprehensive Plan provides that “the Town should preserve historic structures, neighborhoods, and sites in the community.” Policy A.41 states that the Town should ensure protection of historic structures by “protecting sites identified in the future by State, local, or regional interest groups, or by developers in the development process.”
 - d. Placement of individually owned lots, as proposed, will reduce overall density on this parcel as compared to a condominium form of development, which pursuant to the density standards of the Zoning Ordinance would otherwise allow for placement of fifteen dwelling units on the parcel. The proposal is preferable to other allowable forms of development on the parcel as it will limit impacts to sensitive beachfront areas, surrounding properties, traffic, public utilities and other public services. It will also allow for the preservation of a historic structure.
3. The right-of-way will serve only four residences and, as proposed, will be sufficiently wide to accommodate reasonable traffic to those residences notwithstanding inability to meet the minimum right-of-way width under the Zoning Ordinance.

NOW, THEREFORE, pursuant to the authority found in 30-A M.R.S., Section 4352(8), and Section 1.8, et. seq. of the Old Orchard Beach Zoning Ordinance, and by vote of the Old Orchard Beach Town Council on _____ the following findings are hereby adopted:

1. Town Tax Map 202, Block 2, Lot 2 is a relatively large shorefront lot that would allow for high-density residential development; however, such density would cause additional impacts to sensitive beachfront areas, surrounding properties, traffic, public utilities and other public services as compared to the proposal. The proposal is also necessary to allow for reasonable development of the lot while preserving the existing historic structure located thereon.
2. The proposed rezoning is consistent with the goals set forth in the Old Orchard Beach Comprehensive Plan to use tools including contract zoning to minimize infrastructure needs and development costs, and to protect aesthetic character. It

is also consistent with the goals as stated in the Comprehensive Plan to preserve public access to the beach, to protect historic structures, and to protect and restore the dune system.

3. The conditions hereinafter set forth in this contract and by the Old Orchard Beach Planning Board are sufficient to meet the purposes of contract zoning as set forth in Section 78-2131 of the Zoning Ordinance.
4. The proposed development will serve the purposes of the Shoreland Residential Activity Subdistrict (RA), which Sec. 78-1182 states is suitable for residential development and for less intensive use than in the commercial or general development subdistricts. It also serves the purposes of shoreland zoning by distancing the existing structure from the dune line and restoring the dunes.

WHEREFORE, based on the findings above set forth, the Old Orchard Beach Town Council hereby agrees that this contract shall modify the space and bulk requirements in the RBD and RA district for the parcel currently depicted as Map 202, Block 2, Lot 2 according to the following terms and conditions:

1. Minimum shore frontage for Lots 3 and 4 shall be 75 feet for Lot 3 and 116 feet for Lot 4.
2. Each lot shall own to the centerline of the access road. The access road shall not be deducted in determining net developable area of the lots or required setback.
3. Notwithstanding Section 74-309 of the Zoning Ordinance, the private right-of-way serving the proposed development shall be no less than 18 feet in width, with minimum pavement width of 18 feet.
4. Required road frontage shall be met by the 18-foot access drive rather than by East Grand Avenue. For those lots abutting East Grand Avenue, frontage on East Grand Avenue shall be no less than 70 feet. Frontage for Lot 3, as depicted, shall be reduced to 91 feet.
5. Building height, except for the existing structure, shall be no greater than 35'.
6. EBV agrees to relocate the existing dwelling behind the frontal dune line and to restore the dunes within the property in accordance with guidance and oversight from the Maine Department of Environmental Protection. New development, excepting passive recreation and maintenance/repair of development existing at the time of Town Council approval of this Contract Zoning Agreement, shall not be allowed within the frontal dune.
7. EBV shall, following final approval of the project by the Planning Board and prior to issuance of any building or demolition permit, convey a four-foot wide public access easement to the Town for general public access by foot to the beach along the southern boundary of the Property.
8. The following conditions shall apply to this contract:
 - a. All other applicable space and bulk requirements pertaining to the RBD and/or RA districts shall be met.
 - b. The lots shall be subject to recorded covenants against two-family, multifamily or commercial uses, with language to be approved by the Planning Board.

- c. The right-of-way serving the proposed development shall remain private and shall never be offered for acceptance by the Town of Old Orchard Beach. EBV shall present for consideration and approval by the Planning Board draft covenants, easements and homeowners' association documents and/or road maintenance agreements sufficient to demonstrate that responsibility for maintenance of the right-of-way will be borne by EBV and/or the lot owners.
- d. All details shown on the plans and referenced in the Findings of Fact approved by the Old Orchard Beach Planning Board on April 8, 2021 and Site Plan and Subdivision Applications Findings of Fact approved by the Old Orchard Beach Planning Board on _____ are incorporated into this contract by reference. The site shall be developed substantially in conformance with those plans. Any variation from subdivision and site plan review proposals, plans, supporting documents and representations are subject to review and approval by the Planning Board, provided that de minimis variation is subject to review and approval by the Town Planner. If it is determined by the Planning Board that the changes constitute a change in the contract, then EBV shall also be required to obtain Town Council approval of the changes.
- e. These amendments affect only the parcel of land identified as Tax Map 202, Block 2, Lot 2 on the Town of Old Orchard Beach tax maps.
- f. This contract and its provisions shall specifically and exclusively apply to the contract zone request submitted by EBV. Approval of this contract zone is in part based on the technical qualifications of EBV as submitted to the Town. Accordingly, without the prior written consent of the Town Council, which consent shall not unreasonably be withheld, this contract and the contract zone it creates shall not be transferable by EBV.
- g. This Agreement is conditioned upon approval of the contract zone by the Maine Department of Environmental Protection as a deviation from the Town's otherwise applicable shoreland zoning ordinance standards.
- h. Failure of EBV to secure subdivision approval from the Planning Board, and any and all other permits or approvals that may be required by the Town or other regulatory agencies including but not limited to the Maine Department of Environmental Protection within one year of the approval of this contract by the Town Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of EBV, this one year deadline may be extended by one year upon written request to the Town Council submitted by EBV prior to the expiration of the original one-year period, and in the event the final permits or approvals are delayed due to the pendency of an appeal, the one year deadline shall start to run from the date the appeal(s) are determined and such permits or approvals become final.
- i. Failure of EBV to initiate substantial construction of the project within two (2) years from the date of final approval of this contract zone, or within two (2) years from the date the permits and approvals referred to in Subparagraph (e) above become final, whichever shall last occur, shall render this contract null and void. In the event that permits or approvals are delayed due to

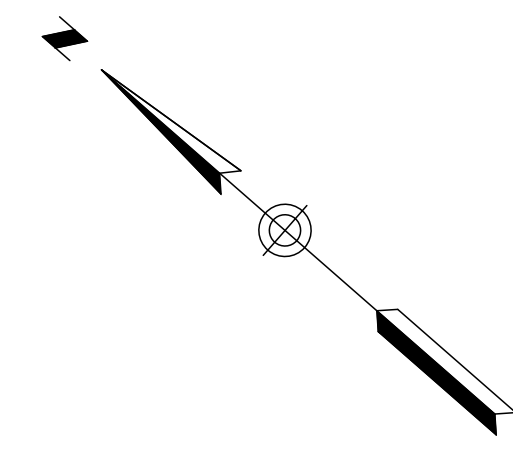
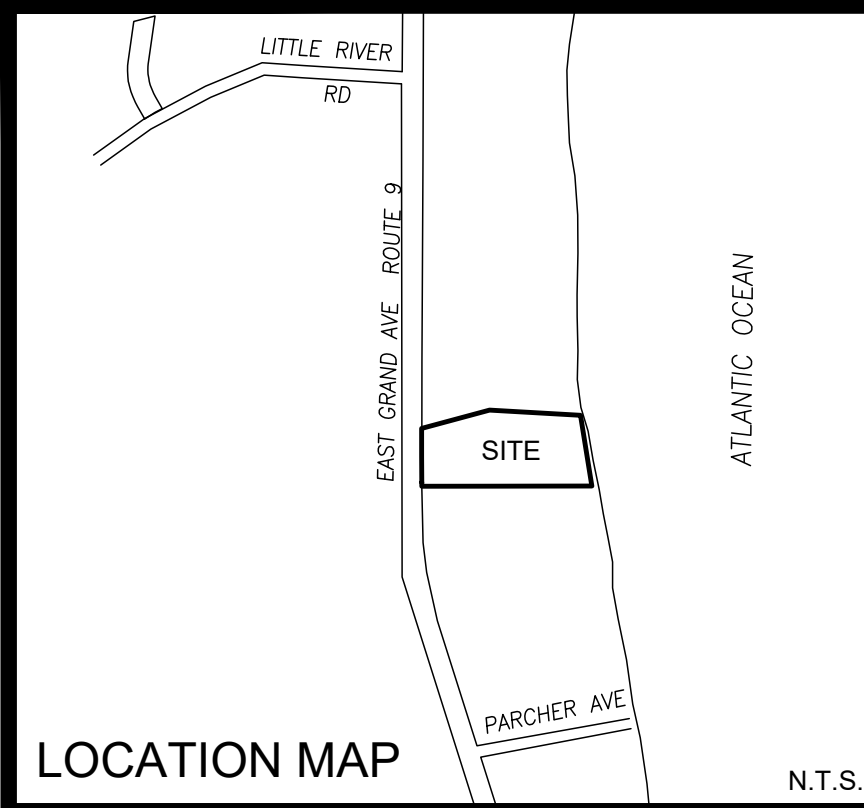
circumstances beyond control of EBV, this two-year deadline may be extended by one year upon written request to the Town Council submitted by EBV prior to the expiration of the original two-year period.

- j. Breach of these conditions and restrictions by EBV shall constitute a breach of the contract. Should EBV seek to modify these conditions or restrictions, it shall be required to apply for a contract modification. Failure to apply for and obtain a modification shall constitute a zoning violation, subject to enforcement action.

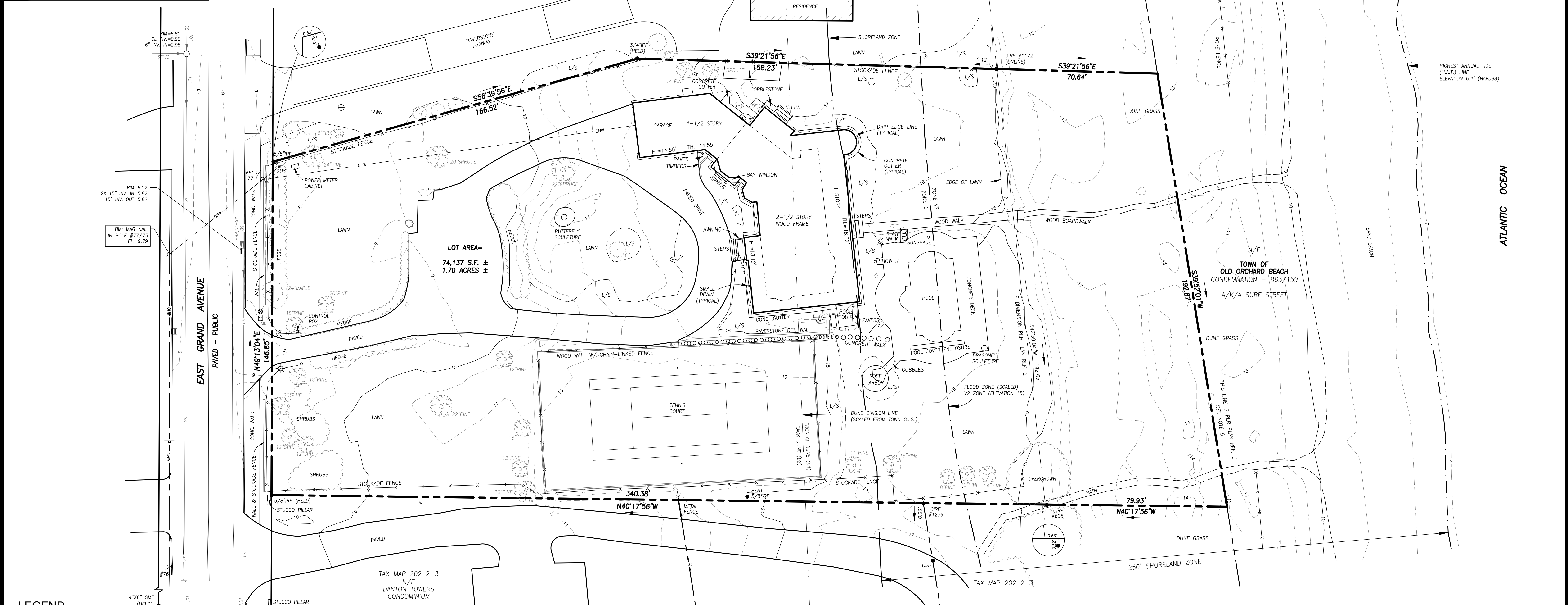
Based on the above findings, conditions and restrictions, the Town Council hereby incorporates this contract zoning agreement into the Old Orchard Beach Zoning Ordinance by reference. By signing this contract, both parties agree to abide by the conditions and restrictions contained herein. The above restrictions, provisions and conditions are an essential part of the rezoning of the property, shall run with the land, shall bind Timothy Swenson, Estates at Bay View, LLC, and their respective successors in interest and assigns of the Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Old Orchard Beach.

Adopted by the Old Orchard Beach Town Council on _____.

Town of Old Orchard Beach	Estates at Bay View, LLC
By	By Timothy J. Swenson
By	
By	
By	
By	
By	
By	



TAX MAP 202 2-1
N/F
WILLIAM H. JOHNSON
MARGARET A. JOHNSON
13476/232



LOT AREA=
74,137 S.F. ±
1.70 ACRES ±

- LEGEND**
- IRON PIPE OR ROD FOUND
 - MONUMENT FOUND
 - UTILITY POLE
 - MANHOLE
 - MAILBOX
 - SIGN
 - CATCH BASIN
 - LIGHT POLE
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - FENCE
 - CURB
 - SD STORM DRAIN
 - SS SANITARY SEWER
 - 1' CONTOUR
 - I/P/R/F IRON PIPE OR ROD FOUND
 - N/F NOW OR FORMERLY
 - 000/000 DEED BOOK / PAGE

GENERAL NOTES

1. OWNER OF RECORD: MARM LLC
211 EAST GRAND AVENUE
OLD ORCHARD BEACH, MAINE
TAX MAP 202 LOT 9-2
Y.C.R.D. BOOK 16234 PAGE 403
2. BEARINGS ARE BASED ON STATE PLANE COORDINATE SYSTEM, MAINE WEST ZONE, NAD 83 PER POST PROCESSED GPS OBSERVATION.
3. ELEVATIONS ARE BASED ON NGVD 1929 PER POST PROCESSED GPS OBSERVATION.
4. DUNE DIVISION LINE SHOWN HEREON SCALED FROM TOWN G.I.S.
5. THE BEACH SIDE BOUNDARY LINE IS BASED ON PLAN REFERENCE 5 AND IS APPROXIMATE. PLAN REFERENCE 6 SHOWS THAT THE TOWN BOUNDARY LINE WAS MONUMENTED AT THE TIME OF THAT SURVEY IN 1973/1974. NO ATTEMPT TO FIND AND SURVEY THESE MARKS HAS BEEN MADE BY THIS SURVEYOR. THE LINE PER PLAN REF. 5 MATCHES CLOSELY TO PLAN REF. 6 UTILIZING STATE PLANE COORDINATES LISTED ON SAID PLAN REF. 6.

PLAN REFERENCES

1. "PLAN OF LAND IN OLD ORCHARD BEACH, MAINE E. GRAND AVE. FOR WILLIAM DIBIASE" MAY 1984 REV. 2, 6/24/85 BY OWEN HASKELL, INC.
2. "PLAN OF PROPERTY AT OLD ORCHARD BEACH MADE FOR MINNIE LEWIS," BY E.C. JORDAN SURVEYORS DATED JUNE 1953.
3. "SURVEY MADE FOR DR. S.H. WEEKS, SCARBORO, MAINE OCT. 1898"
4. "STATE OF MAINE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, STATE HIGHWAY '112' OLD ORCHARD BEACH YORK COUNTY FEDERAL AID PROJECT NO. STP-6516(01)X OCTOBER 1996 D.O.T. FILE NO. 16-361" RECORDED IN YORK COUNTY REGISTRY OF DEEDS IN PLAN BOOK 274 PAGES 39 AND 40.
5. "STANDARD BOUNDARY SURVEY PLAN SHOWING A PROPOSED DIVISION OF LAND ON EAST GRAND AVENUE IN OLD ORCHARD BEACH, MAINE, PREPARED FOR WILLIAM DANTON," PREPARED BY OAK POINT ASSOCIATES, DATED JUNE 11, 1998 AND REVISED THROUGH JUNE 18, 1999. RECORDED IN YORK COUNTY REGISTRY OF DEEDS IN PLAN BOOK 251, PAGE 10.
6. "OLD ORCHARD BEACH, BEACH FRONT SURVEY BY DOW & COULOMBE, INC., DATED JUNE 1973 AND JAN 1974, SHEETS 1 & 10-12. UNRECORDED.

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

DATE 11/5/2020
SAMUEL D. GLIDDEN, PLS #2520



REV. 1 | 3/9/2021 | UPDATED BEACH SIDE BOUNDARY LINE

Boundary & Topographic Survey
At
211 East Grand Avenue
Old Orchard Beach, Maine
Made for
Tim Swenson
P.O. Box 314, Old Orchard Beach, Maine

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS

390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424
DRAWN BY: SDG/JLW DATE: NOV. 5, 2020 JOB NO. 2020-234 OOB-Y
CHECKED BY: SDG SCALE: 1" = 20' DRWG. NO. 1

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

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.

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

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*****

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.

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

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



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

Agenda Item #7401

Discussion with Action: Approve the contract with Fisher James Company, for the purchase delivery and assembly of tables & chairs for the Fire Department training room in the amount of \$11,109.36, from account number 20138-50501 Fire Department CIP – Facilities Improvement Expense Account with a balance of \$29,107.00.

Background: *(see attached memo and furniture quotes)*

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0



Old Orchard Beach Fire Department

INTEROFFICE MEMORANDUM

TO: LARRY MEAD
DIANA ASANZA

FROM: FRED LAMONTAGNE, FIRE CHIEF

SUBJECT: REQUEST OF PO AND COUNCIL AGENDA ITEM

DATE: 03-19-2021

CC: FILE

As we are completing our station remodel we have a need for training tables and chairs for the training room. The previous chairs were from Town Hall and are putting holes in the carpet.

To meet our training and meeting needs we are asking for the purchase of the following:

- 12 Flip and Go Tables
- 24 Training Chairs Black Vinyl on rollers and stackable
- 24 Vinyl Stack Chairs
- 2 Whiteboards

We solicited proposals for three vendors; Fisher James Company, WB Mason, K-Log Offices Supplies.

Fisher James Company of Saco was the lowest bid at \$9,376

W.B. Mason bid for the Flip & Go Tables and Vinyl Chairs on rollers totaled: \$14, 757

Does not include Whiteboard or Vinyl Stack Chairs

K-Log Office Supply bid for the Flip & Go Tables and Vinyl Chairs on rollers totaled: \$9,694

Does not include Whiteboard or Vinyl Stack Chairs

Additionally, we will be purchasing two White Boards and 24 Stacking Chairs \$1933.36 from Fisher James Company bringing the total bid to \$11,109.36

Hi Fred,

Here is your revised quote!

OLD ORCHARD BEACH FIRE
DEPARTMENT 3-23-21

TRAINING
ROOM

16	207248FLIPNGO	20" X 72" FLIPNGO TABLES- CHARCOAL	350/EACH	5.600
24	PRO83220-R107FJ	TRAINING CHAIRS BLACK VINYL-FLIP STYLE	149/EACH	3.576
1	WR48	CENTURIAN MARKERBOARD 4' X 8'		353
1	WR46	CENTURIAN MARKERBOARD 4' X 6'		279
24	XU-8700-BLK-B-30-GG	VINYL STACK CHAIRS	45.89/EA	1.101.36
1	DELIVERY AND INSTALLATION			200
TOTAL				\$11,109.36

Please review and comment.

Best regards,

Bob Hayward

Terry Nagle

From: Fred LaMontagne
Sent: Tuesday, March 23, 2021 10:42 AM
To: rhayward@fisherjames.com
Cc: Terry Nagle
Subject: Furniture Pricing

Good morning Bob,

Everything is great pricing wise.

Could I get a revised quote reflecting:

- 12 Flip and Go Tables w/ Modesty Panel - Charcoal
w/ option of 4 additional tables: Quoted at \$350.00
Assembly Quoted at \$200.00
- 24 Flip/Nesting chair - Black
Vinyl 5 week delivery Quoted at \$149.00
- 24 Vinyl Stack Chairs
Non Flip Quoted at \$45.89
- 1 4X8 White Marker Board
Magnetic Quoted at \$353.00
- 1 4X6 Marker Board
Magnetic Quoted at \$279

I will be moving your bid to the council meeting next Tuesday night for approval.

Thanks

Fred

Fred LaMontagne
Fire Chief
Town of Old Orchard Beach
136 Saco Ave Ave
Old Orchard Beach ME 04064
P: (207) 934-7790
F: (207) 934-1750
Email: flamontagne@oobmaine.com

NOTICE: Under Maine's Freedom of Access ("Right to Know") Law, documents - including emails - in the possession of public officials about Town business are considered public records. This means if anyone asks to see it, we are required to provide it. There are very few exceptions. We welcome citizen comments and want to hear from our constituents, but please keep in mind that what you write in an email is not private and will be made available to any interested party.

FINAL PRICING FOR TRAINING ROOM FURNITURE

	Fisher James	QTY		
Flip	\$ 149.00	24	\$	3,576.00
Tables	\$ 350.00	16	\$	5,600.00
	Assembly		\$	200.00
	Shipping		\$	-
	Total		\$	<u>9,376.00</u>

	WB Mason	QTY		
Flip	\$ 323.21	24	\$	7,757.04
Tables	\$ 375.00	16	\$	6,000.00
	Assembly		\$	1,000.00
	Shipping		\$	-
	Total		\$	<u>14,757.04</u>

	KLOG	QTY		
Flip Chairs	\$ 150.10	24	\$	3,602.40
Tables	\$ 318.25	16	\$	5,092.00
	Assembly		\$	-
	Shipping		\$	1,000.00
	Total		\$	<u>9,694.40</u>

Agenda Item #7402

Discussion with Action: To accept the FY 19 Assistance to Firefighters Grant in the amount of \$43,147.50 from the Federal Emergency Management Agency (FEMA) for the purpose of the health and safety of the firefighting personnel through the development of a wellness and fitness program.

Background: *(see attached award letter)*

For fiscal year 2019, the Old Orchard Beach Fire Department was approved for the FEMA 2019 Assistance to Firefighters Grant (AFG) in the amount of \$43,147.50 in Federal funding. As a condition of the grant, the Town is required to contribute non-Federal funds equal or greater than 5.00% of the Federal fund. The purpose of the AFG award is to protect the health and safety of the public and firefighting personnel against fire-related hazards.

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

Chair O'Neil congratulated Fire Chief LaMontagne and thanked him for pursuing the process of the grant with his team.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Robert Slaving
OLD ORCHARD BEACH, TOWN OF
1 PORTLAND AVE.
OLD ORCHARD BEACH, ME 04064



EMW-2019-FG-00194

Dear Robert Slaving,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$43,147.50 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$2,157.37 for a total approved budget of \$45,304.87. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bridget Bean", written in a cursive style.

Bridget Bean
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: OLD ORCHARD BEACH, TOWN OF

DUNS number: 077465714

Award number: EMW-2019-FG-00194

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$8,847.00
Fringe benefits	\$6,528.87
Travel	\$0.00
Equipment	\$7,090.00
Supplies	\$19,839.00
Contractual	\$0.00
Construction	\$0.00
Other	\$3,000.00
Indirect charges	\$0.00
Federal	\$43,147.50
Non-federal	\$2,157.37
Total	\$45,304.87
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Wellness and fitness programs

Exercise Equipment

DESCRIPTION

SOLE E95 Elliptical-Cardiovascular Exercise Equipment

QUANTITY	UNIT PRICE	TOTAL
1	\$1,700.00	\$1,700.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

Black Concept 2 Model D Rower-PM5-Cardiovascular Exercise Equipment

QUANTITY	UNIT PRICE	TOTAL
1	\$900.00	\$900.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

Rogue Medicine Ball Set 14#, 20# and 30#. Strength/Flexibility

QUANTITY	UNIT PRICE	TOTAL
1	\$318.00	\$318.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Fitness Assessments and Counseling

DESCRIPTION

Provide salary for 3 Firefighter/Paramedics to attend the IAFF Peer Fitness Trainer Program as outlined in the current Collective Bargaining Agreement.

QUANTITY	UNIT PRICE	TOTAL
3	\$1,180.00	\$3,540.00

BUDGET CLASS

Personnel

Fitness Assessments and Counseling

DESCRIPTION

Fringe Benefit Escalator for 3 Firefighter/Paramedics covering for 3 Firefighter/Paramedics attending IAFF Peer Fitness Trainer Program.

QUANTITY	UNIT PRICE	TOTAL
3	\$725.29	\$2,175.87

BUDGET CLASS

Fringe benefits

Exercise Equipment

DESCRIPTION

Rogue RML-390C Power Rack 3.0-Strength/Flexibility Training

QUANTITY	UNIT PRICE	TOTAL
1	\$1,050.00	\$1,050.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

The Ohio Bar-Strength/Flexibility

QUANTITY	UNIT PRICE	TOTAL
1	\$235.00	\$235.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

Rouge 1000# HG 2.0 Set-Strength/Flexibility

QUANTITY	UNIT PRICE	TOTAL
1	\$1,574.00	\$1,574.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Fitness Assessments and Counseling

DESCRIPTION

Provide overtime salary for 3 coverage Firefighter/Paramedics to allow 3 Firefighter/Paramedics to attend 5 Day Peer Fitness Trainer Program as outlined in current Collective Bargaining Agreement.

QUANTITY	UNIT PRICE	TOTAL
3	\$1,769.00	\$5,307.00

BUDGET CLASS

Personnel

Exercise Equipment

DESCRIPTION

Stairmaster 8 Series Gauntlet w/ LCD-Cardiovascular Exercise Equipment

QUANTITY	UNIT PRICE	TOTAL
1	\$8,000.00	\$8,000.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

Diamond Grip Tricep Handle. Strength/Flexibility

QUANTITY	UNIT PRICE	TOTAL
2	\$20.00	\$40.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

USA 5-100# rubber hex dumbbell set with rack. Strenght/Flexibility

QUANTITY	UNIT PRICE	TOTAL
1	\$2,295.00	\$2,295.00

BUDGET CLASS

Equipment

Exercise Equipment

DESCRIPTION

Body Solid Tools Tricep Rope with Steel Swivel. Strength/Flexibility

QUANTITY	UNIT PRICE	TOTAL
1	\$20.00	\$20.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Fitness Assessments and Counseling

DESCRIPTION

Fringe Benefit Escalator for 3 Firefighter Paramedics attending IAFF Peer Fitness Trainer Program.

QUANTITY	UNIT PRICE	TOTAL
3	\$1,451.00	\$4,353.00

BUDGET CLASS

Fringe benefits

Exercise Equipment

DESCRIPTION

Rogue Kettle Bells-26 lb., 35 lb., and 44 lb-Strength/Flexibility

QUANTITY	UNIT PRICE	TOTAL
1	\$157.00	\$157.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

Body Solid Functional Trainer with 300# stacks. Strength/Flexibility

QUANTITY	UNIT PRICE	TOTAL
1	\$2,775.00	\$2,775.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

Rogue Echo Bike-Cardiovascular Exercise Equipment

QUANTITY	UNIT PRICE	TOTAL
1	\$775.00	\$775.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

Troy 12 Sided, fixed weight rubber, EZCurl bar set with rack. Strength/Flexibility

QUANTITY	UNIT PRICE	TOTAL
1	\$2,295.00	\$2,295.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

Steelflex PT10 Commercial Treadmill-Cardiovascular Exercise Equipment

QUANTITY	UNIT PRICE	TOTAL
1	\$4,795.00	\$4,795.00

BUDGET CLASS

Equipment

Fitness Assessments and Counseling

DESCRIPTION

Provide Tuition to IAFF/IAFC Peer Fitness Trainer Program 5 Day Workshop with Examination.

QUANTITY	UNIT PRICE	TOTAL
3	\$1,000.00	\$3,000.00

BUDGET CLASS

Other

Agreement Articles

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: OLD ORCHARD BEACH, TOWN OF

DUNS number: 077465714

Award number: EMW-2019-FG-00194

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

<p>Article 3</p>	<p>Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.</p>
<p>Article 4</p>	<p>Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.</p>
<p>Article 5</p>	<p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p>Article 6</p>	<p>Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p>Article 7</p>	<p>Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p>Article 8</p>	<p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
	Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act
	Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies
	Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status
	All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving
	Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974
	Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990
	In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-supplanting Requirement
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32	SAFECOM	Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing	Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 (TVPA)	Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management (SAM)	Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA Patriot Act of 2001	Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
Article 37	Use of DHS Seal, Logo and Flags	Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act	Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2019-FG-00194	2. Amendment No. N/A	3. Recipient No. 016000307	4. Type of Action AWARD	5. Control No. WX02929N2020T		
6. Recipient Name and Address OLD ORCHARD BEACH, TOWN OF 1 PORTLAND AVE OLD ORCHARD BEACH, ME 04064		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Robert Slaving		9a. Phone No. 207- 2295001	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274- 0960	
11. Effective Date of This Action 07/24/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/31/2020 to 07/30/2021 Budget Period 07/31/2020 to 07/30/2021		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-F9- GB01 - P431-xxxx- 4101-D	\$0.00	\$43,147.50	\$43,147.50	\$2,157.37
Totals			\$0.00	\$43,147.50	\$43,147.50	\$2,157.37
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Robert Slaving	DATE 08/03/2020
18. FEMA SIGNATORY OFFICAL (Name and Title) Bridget Bean, Assistant Administrator Grant Programs Directorate	DATE 07/24/2020

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Robert Slaving
OLD ORCHARD BEACH, TOWN OF
1 PORTLAND AVE.
OLD ORCHARD BEACH, ME 04064



EMW-2019-FG-00194

Dear Robert Slaving,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$43,147.50 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$2,157.37 for a total approved budget of \$45,304.87. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Bridget Bean", is written over a light gray rectangular background.

Bridget Bean
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: OLD ORCHARD BEACH, TOWN OF

DUNS number: 077465714

Award number: EMW-2019-FG-00194

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$8,847.00
Fringe benefits	\$6,528.87
Travel	\$0.00
Equipment	\$7,090.00
Supplies	\$19,839.00
Contractual	\$0.00
Construction	\$0.00
Other	\$3,000.00
Indirect charges	\$0.00
Federal	\$43,147.50
Non-federal	\$2,157.37
Total	\$45,304.87
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Wellness and fitness programs

Exercise Equipment

DESCRIPTION

SOLE E95 Elliptical-Cardiovascular Exercise Equipment

QUANTITY	UNIT PRICE	TOTAL
1	\$1,700.00	\$1,700.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

Black Concept 2 Model D Rower-PM5-Cardiovascular Exercise Equipment

QUANTITY	UNIT PRICE	TOTAL
1	\$900.00	\$900.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

Rogue Medicine Ball Set 14#, 20# and 30#. Strength/Flexibility

QUANTITY	UNIT PRICE	TOTAL
1	\$318.00	\$318.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Fitness Assessments and Counseling

DESCRIPTION

Provide salary for 3 Firefighter/Paramedics to attend the IAFF Peer Fitness Trainer Program as outlined in the current Collective Bargaining Agreement.

QUANTITY	UNIT PRICE	TOTAL
3	\$1,180.00	\$3,540.00

BUDGET CLASS

Personnel

Fitness Assessments and Counseling

DESCRIPTION

Fringe Benefit Escalator for 3 Firefighter/Paramedics covering for 3 Firefighter/Paramedics attending IAFF Peer Fitness Trainer Program.

QUANTITY	UNIT PRICE	TOTAL
3	\$725.29	\$2,175.87

BUDGET CLASS

Fringe benefits

Exercise Equipment

DESCRIPTION

Rogue RML-390C Power Rack 3.0-Strength/Flexibility Training

QUANTITY	UNIT PRICE	TOTAL
1	\$1,050.00	\$1,050.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

The Ohio Bar-Strength/Flexibility

QUANTITY	UNIT PRICE	TOTAL
1	\$235.00	\$235.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

Rouge 1000# HG 2.0 Set-Strength/Flexibility

QUANTITY	UNIT PRICE	TOTAL
1	\$1,574.00	\$1,574.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Fitness Assessments and Counseling

DESCRIPTION

Provide overtime salary for 3 coverage Firefighter/Paramedics to allow 3 Firefighter/Paramedics to attend 5 Day Peer Fitness Trainer Program as outlined in current Collective Bargaining Agreement.

QUANTITY	UNIT PRICE	TOTAL
3	\$1,769.00	\$5,307.00

BUDGET CLASS

Personnel

Exercise Equipment

DESCRIPTION

Stairmaster 8 Series Gauntlet w/ LCD-Cardiovascular Exercise Equipment

QUANTITY	UNIT PRICE	TOTAL
1	\$8,000.00	\$8,000.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

Diamond Grip Tricep Handle. Strength/Flexibility

QUANTITY	UNIT PRICE	TOTAL
2	\$20.00	\$40.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Cost 1 Budget class from Equipment to Supplies

JUSTIFICATION

The award reflects a change in the budget class from equipment to supplies.

Exercise Equipment

DESCRIPTION

USA 5-100# rubber hex dumbbell set with rack. Strenght/Flexibility

QUANTITY	UNIT PRICE	TOTAL
1	\$2,295.00	\$2,295.00

BUDGET CLASS

Equipment

Agenda Item #7403

Discussion with Action: Approve the contract with O2X Human Performance, LLC, for the execution of firefighter physical fitness assessments and ongoing physical fitness support until April 2022, in the amount of \$10,000 from account number 31137-50543 FY 2019 FEMA Aid to Firefighters Grant in the amount of \$43,147.50.

Background: *(see attached memo & company highlights)*

As part of the FEMA FY 2019 Aid to Firefighters Grant (AFG) award \$10,000.00 was dedicated to firefighter physical fitness assessments and ongoing physical fitness training support. As outlined in the amendment to the grant the FEMA approved vendor is O2X Human Performance, LLC. The cost of the item will be reimbursed 100% by the AFG

Motioned by: Councilor Kelley

Seconded by: Councilor Reid

Vote: 5-0

Councilor Tousignant requested clarification of the cost. Fire Chief LaMontagne confirmed \$10,000 (ten thousand dollars) was coming out of the \$43,000 (forty-three thousand dollars).

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
O2X Human Performance LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
28 New Driftway, Suite 5

6 City, state, and ZIP code
Scituate, MA 02066

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
4	6	-	4	6	8	2	6	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Gabriel Gomez</i>	Date ▶ <i>03/09/2020</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Old Orchard Beach Fire Department

INTEROFFICE MEMORANDUM

TO: LARRY MEAD
DIANA ASANZA

FROM: ROBERT SLAVING, DEPUTY FIRE CHIEF

SUBJECT: REQUEST OF PO AND COUNCIL AGENDA ITEM

DATE: 03-26-2021

CC: FILE

Part of the FEMA FY 2019 Aid to Firefighters Grant Program award was \$10,000 dedicated to firefighter physical fitness assessments and ongoing physical fitness training support. As outlined in the Amendment to the grant the FEMA approved vendor is:

O2X Human Performance, LLC

Total Cost: \$10,000

The cost of this item will be reimbursed 100% by the FY 2019 Aid to Firefighters Grant.

AGENDA ITEM#:

Discussion with Action: Approve the Contract with O2X Human Performance, LLC, for the execution of firefighter physical fitness assessments and ongoing physical fitness support until April 2022 in the amount of \$10,000, from account number 0000 – 000000, Account Title, with a balance of \$000,000.00.

O2X Human Performance, LLC
28 New Driftway #5
Scituate, MA 02066 US
781-738-8629
gabriel@o2x.com
http://www.o2x.com



BILL TO
Old Orchard Beach Fire Dept.,
ME

INVOICE 1601

DATE 03/25/2021 TERMS Due on receipt

DUE DATE 03/25/2021

DESCRIPTION	QTY	RATE	AMOUNT
Services O2X Human Performane Readiness and Sustainment Partnership - April 26-29, 2021	1	10,000.00	10,000.00

Thank you for your business.

Rise Higher,

Team O2X

TOTAL DUE \$10,000.00



Company Information

O2X Human Performance LLC was incorporated on December 16, 2013 in Delaware.

Cage code: 7ZUM8

DUNS #: 080599878

O2X Human Performance is a service-disabled veteran owned small business, founded by former Navy SEALs in 2013. The O2X team is comprised of U.S. Special Operations veterans, professional athletes, Olympians, public safety officers, collegiate athletes, and hundreds of Human Performance subject matter experts. O2X provides both in person and virtual trainings, educational sessions, staffing, screenings, assessments and impactful sustainment resources. Our clients range from more than 100 federal, state, and local jurisdictions to educational institutions, professional sport teams, and private sector companies. We have a proven track record that increases job performance and culture, support healthy lifestyles, and reduce healthcare costs associated with injuries and illnesses.

Proposal terms

The pricing and services outlined in this proposal will be honored for 30 days from the date listed on this document. This document is to be considered a proposal only and does not constitute a full agreement between O2X Human Performance and Old Orchard Beach Fire Department. Upon acceptance of this agreement, binding terms will be shared in the form of a Master Agreement and Statement of Work(s).

The contents of this proposal are to be considered confidential, to be shared only between O2X Human Performance and Old Orchard Beach Fire Department. Program and product descriptions outlined in the attached pages are proprietary information and intended only for the recipient of this proposal. Fee structures, costs, and terms are also to be considered confidential.

Pricing

O2X Screenings and Assessments	\$10,000
Sustainment Partnership for 1 Year	Included with Partnership
TOTAL	\$10,000

*See attached service descriptions

Respectfully,

Paul McCullough, Co-Founder
O2X Human Performance LLC

**O2X Human Performance
Proposal**

December 2, 2020

Delivered To:

Robert Slaving
Deputy Fire Chief
Old Orchard Beach Fire Department
136 Saco Avenue, Old Orchard Beach, Maine 04064



Attachment 1: Service descriptions

O2X Screenings and assessments

O2X screenings, assessments, and reporting for Old Orchard Beach Fire Department personnel.

O2X believes an individualized approach is critical to making a long-term impact. Our proprietary screenings and reporting will provide individuals with findings, specific to their strengths and areas of improvement. Members use this data for customized training plans and education to address their performance needs. O2X will keep all individual results anonymous, but detailed team reporting will be provided to the leadership. These team reports are a great tool for displaying the status of the force and should be used to further customize performance gaps and training priorities.

- Objectively and accurately measures the biomechanics and kinematics of tactical athletes
- Administer Screenings through a series of mobility and capacity exercises
- Results and observed movement patterns will identify joint imbalances and asymmetries in every individual
- Assessments will recognize and highlight predispositions to individual injuries
- O2X specialists will analyze results and provide comprehensive exercise guides to reduce injury risk
- Initiative will increase strength, stability, mobility, and balance for increased neuromuscular control
- Body Composition Analysis: Basal Metabolic Rate, Body Fat Percentages, Lean Muscle Mass etc.
- Also includes analysis of self-reported nutrition (EAT) and behavioral health (THRIVE) survey data.

Sustainment partnership

Access to entire suite of remote resources for Old Orchard Beach Fire Department is a key component of the O2X Human Performance Program.

O2X Human Performance utilizes a virtual membership (Tactical Athlete Portal & mobile application) to provide our clients with access to resources that support our programs. Together, the mobile app and web portal provide a robust amount of HP content from all areas the EAT SWEAT THRIVE curriculum and continued access to our subject matter experts. All inquiries will be answered within 24-hours of submission. Inquires made during normal business hours typically are responded to within in the same business day.

Entire department will receive:

- Individual *O2X Tactical Performance* (mobile app) accounts- 1-year subscription
- Annual 24/7 access to the O2X Portal
- Annual access and virtual mentorship from Tier 1 Human Performance Specialists
- Frequently updated content from the O2X EAT SWEAT THRIVE methodology



O2X Human Performance
28 New Driftway #5
Scituate, MA 02066

- Overall Human Performance Assessments/Profile for each member (customized reports)

Agenda Item #7404

Discussion with Action: Approve the contact with Gear Grid Corporation, for the purchase and delivery of firefighting gear racks in the amount of \$7,402.00, from account number 31137-50543 FY 2019 FEMA Aid to Firefighters Grant in the amount of \$43,147.50.

Background: *(see memo and attached quotes)*

The firefighting gear storage area will be transformed into the grant funded workout and fitness facility. The initial phase of the project requires the purchase of firefighting gear lockers to move the gear out of the space.

Motioned by: Councilor Blow

Seconded by: Councilor Reid & Vice-Chair Tousignant

Vote: 5-0



Old Orchard Beach Fire Department

INTEROFFICE MEMORANDUM

TO: LARRY MEAD
DIANA ASANZA

FROM: ROBERT SLAVING, DEPUTY FIRE CHIEF

SUBJECT: REQUEST OF PO AND COUNCIL AGENDA ITEM

DATE: 03-26-2021

CC: FILE

We are going to begin transforming the firefighting gear storage area of the station into the grant funded workout and fitness facility. First phase is the purchase of the quoted firefighting gear lockers to move the gear out of the space.

The lowest quote for these items out of four received (attached) was:

Gear Grid

(6) 24" WX20" DX83" H Mobile Lockers-No Doors-3 Pack at a price of \$6,378.

Shipping on the above items is \$1024.

Total Cost: \$7,402.00

This will be the first purchase from the FY 2019 FEMA AFG Grant. \$2,157.37 will be the 5% Town match on the total federal grant award of \$43,147.50. The balance of \$5,244.63 will be reimbursed by the FEMA grant award.

AGENDA ITEM#:

Discussion with Action: Approve the Contract with Gear Grid Corporation, for the purchase and delivery of firefighting gear racks in the amount of \$7,402, from account number 0000 – 000000, Account Title, with a balance of \$000,000.00.

FINAL PRICING FOR FY 19 FEMA AFG Grant Gear Racks

	Gear Grid	QTY	
Locker	\$ 1,063.00	6	\$ 6,378.00
	Shipping		\$ 1,024.00
	Total		<u>\$ 7,402.00</u>

	HSE Fire/Safety	QTY	
Locker	\$ 1,188.00	6	\$ 7,128.00
	Shipping		\$ 1,265.00
	Total		<u>\$ 8,393.00</u>

	IPS	QTY	
Locker	\$ 1,274.00	6	\$ 7,644.00
	Shipping		\$ 1,240.00
	Total		<u>\$ 8,884.00</u>

	TheFireStore	QTY	
Locker	\$ 1,360.00	6	\$ 8,160.00
	Shipping		\$ 900.00
	Total		<u>\$ 9,060.00</u>

Quotation



GearGrid Corporation
 670 15th St SW
 Forest Lake, MN 55025
 Phone: (651) 464-4468 Fax: (651) 464-4780
 www.geargridcorp.com

Quote Number: 00005762
 Quote Date: 3/17/2021
 Customer Number:

Project Name: Old Orchard Beach Fire Department - Lockers
 Specification Section:
 Addenda Acknowledged:

Sold To:	Ship To:
Old Orchard Beach	Old Orchard Beach
Old Orchard Beach, ME 04064	Old Orchard Beach, ME 04064

Phone: 2072295001 Fax: E-mail: rslaving@oobmaine.com

Confirm To:	Carrier	F.O.B.	Terms	Quote Provided By:
Robert Slaving	Old Dominion	Origin	Net 30	Renee Alexander

Part Number	Description	UOM	Quantity Ordered	Price	Extended Amount
432403	24"W x 20"D x 83"H Mobile Lockers - No Doors - 3-Pack	LOT	6	\$1,063.00	\$6,378.00

Quote Notes:

Mobile 8 Pack Overall Dims: 75"W x 39"D x 83"H - Double Sided System

Mobile 3 Pack Overall Dims: 75"W x 20"D x 83"H - Single Sided System

Each locker will come standard with 2 adjustable shelves, 3 adjustable apparel hooks, back panel and nameplate holder.

Each system will be equipped with 4 swivel, locking casters.

3-17-21 - Quote Revised

Revision is based on removing the 18" 8 Packs.

1. Assembly/Installation provided by: Old Orchard Beach FD
2. GearGrid can provide (NON-UNION, NON-CERTIFIED PAYROLL) Assembly and Installation for an ADDED price of: N/A
 Estimated Ship Date: Approximately Please check at time of order weeks after receipt of order.
3. This quote does not include nameplates, please source at www.firehouseid.com or locally
4. If Doors are ordered GearGrid does not provide padlocks or other locking devices unless otherwise indicated.
5. When Powerbars are ordered, electrical wiring, receptacles and installation of electrical are not included. Please consult local certified electrician.
6. GearGrid products are packaged on 74" long x 44" wide skids, standard trailer delivery. Off-loading by others. If lift gate or other special services are desired, this must be requested at the time of initial quote request.

Net Order:	\$6,378.00
Freight:	\$1,024.00
Sales Tax:	_____
Order Total US \$:	\$7,402.00

Quotation is valid for 90 days for product costs; freight charges are valid for 30 days.

TERMS AND CONDITIONS OF SALE

1. **GENERAL.** These Terms and Conditions apply to all sales of goods ("Goods") by GearGrid, LLC ("GearGrid") to any proposed Buyer ("Buyer"). Any additional or different terms and conditions proposed by the Buyer are objected to and hereby rejected, notwithstanding any terms and conditions that may be contained in any purchase order, acknowledgment, notice, communication or other Buyer form, unless such additional or different terms are expressly accepted by Seller in writing, signed by an authorized officer of Seller. Acceptance by Buyer of any goods from Seller shall be considered acceptance of these Terms and Conditions. If these Terms and Conditions, or any related documents from Seller, are deemed to be a response to a Buyer document, then notwithstanding any additional or different terms that may be embodied in Buyer's document, Seller's response is expressly conditional on Buyer's consent to the additional and/or different terms and conditions set forth in these Terms and Conditions. If these Terms and Conditions are not acceptable to Buyer, Buyer must notify Seller in writing at once.
2. **VERBAL ORDERS.** Verbal orders are accepted only on the terms herein and in Seller's order acknowledgment. Any discrepancies between Seller's order acknowledgment and the Buyer's verbal order are not binding on Seller. PLEASE REVIEW GEARGRID'S ORDER ACKNOWLEDGMENT CAREFULLY.
3. **PAYMENT.** Unless otherwise stated in GearGrid's order acknowledgment or quotation, all invoices are due 30 days after the invoice date. Past due accounts will be charged interest at 1.5% per month, but not more the maximum interest rate allowed by law. Any wire transfer or related fees associated with payment of individual invoices will be the responsibility of the Buyer. A 3% fee will be added to any order paid using a credit card.
4. **SHIPPING DATES.** All shipping dates represent only a reasonable estimate of the time required for manufacturing at the time of order acceptance or quotation. These dates shall not be construed as promises or agreements to ship or deliver goods on specific dates.
5. **SHIPMENT - RISK OF LOSS.** Except as otherwise provided in Seller's invoice, all shipments will be made by F.O.B. Seller's manufacturing facility in Forest Lake, Minnesota. Shipping and insurance costs are not included in the individual product prices and shall be paid by Buyer. All goods are shipped at Buyer's risk. Title to the goods and risk of loss or damage shall pass to Buyer upon tender of delivery to the carrier in Forest Lake, Minnesota. All claims for shortage or for damage in transit must be reported to Seller within 10 days of delivery.
6. **DELAYS.** Delivery shall be subject to, and contingent upon, strikes, labor difficulties, riot, war, fire, delay or defaults of common carriers, governmental decrees or orders, inability to obtain necessary material or facilities or any other delays beyond Seller's reasonable control. Seller shall not be liable for any losses caused by such delays.
7. **CANCELLATION.** A cancellation fee will be applied to all cancelled orders. The amount of the cancellation fee will be based on the percent completion of the customer order.
8. **TAXES -** Seller's prices do not include taxes or other governmental charges with respect to the sale, purchase, delivery, use or transportation of Goods. Any such taxes which Seller may be required to pay or collect under any existing or future law shall be promptly paid to Seller by Buyer upon demand.
9. **WARRANTIES AND DISCLAIMERS.** Seller warrants to the Buyer that the Goods shall be free from defects in materials and workmanship for a period of one year from time of shipment. If Buyer notifies Seller in writing within the applicable period from the date of shipment by Seller ("Warranty Period") of such a defect in any Goods, and if Seller determines that such Goods are not in conformity with this warranty, Seller will repair or replace such Goods or refund to Buyer the purchase price of such Goods. Any claims not made within the Warranty Period are deemed waived by Buyer. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR AGAINST INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED BY SELLER.**
10. **PRODUCT WARRANTY PERIOD.** Unless otherwise stated, all GearGrid products are warranted as described in Warranties and Disclaimers, for a period of 2 years, except for the GridIron locker line which carries a 10 year standard warranty.
11. **RETURN & RESTOCKING POLICY.** Goods may not be returned without the Seller's consent, at its discretion and will be subject to a restocking fee. A minimum 25% restocking fee will apply to all returned products. No product may be returned without a Return Authorization and agreement provided by GearGrid. Any returned product received in damaged condition, will be subject to credit adjustment.
12. **LIMITATION OF REMEDIES. IN NO EVENT SHALL SELLER'S OBLIGATIONS WITH RESPECT TO ANY GOODS EXCEED THE PURCHASE PRICE PAID TO SELLER BY BUYER FOR THOSE GOODS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGE, LOSS OR EXPENSE (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL), WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, STRICT TORT OR WARRANTY.**
13. **INTERNATIONAL TRANSACTIONS.** If the Goods are to be shipped outside of the United States, no shipment will be authorized until Seller has received an irrevocable letter of credit issued to Seller for the entire purchase price of the Goods and issued or confirmed by a bank located in the United States that is acceptable to Seller in its sole discretion. The Convention on Contracts for the International Sale of Goods shall not apply to any transaction subject to these Terms and Conditions.
14. **GOVERNING LAW/DISPUTES -** These Terms and Conditions shall be governed by and interpreted in accordance with the internal laws of Minnesota. No action with respect to the Goods or arising out of these Terms and Conditions may be brought by Buyer more than one year after the cause of action has accrued. All disputes shall be resolved in state or federal courts located in Hennepin County, Minnesota.
15. **EXCLUSIVE AGREEMENT -** No agreement varying these Terms and Conditions will be binding upon Seller unless in writing and signed by an officer of Seller.
16. **ASSEMBLY AND INSTALLATION (WHEN APPLICABLE)** GearGrid will be responsible for assembly/installation for the items quoted when the price is indicated on quote and accepted by customer. Customer will be responsible for off-loading material from carrier and storing in a safe, secure environment until scheduled installation. Customer is responsible for noting any damage to shipment with carrier at the time of delivery. The damage to be noted on Bill of Lading prior to signing and accepting shipment. Customer will also immediately notify GearGrid of shipment damage via email to sales@geargrid.com. Evidence of damage including description and pictures will be necessary. Customer will be responsible for providing a trash receptacle for packing materials and skid disposal. Customer will be responsible for accurate field measurements prior to GearGrid releasing order for production. Field dimensions should also note the material make-up of walls or floors that lockers will be anchored into and any impediments that will require special installation circumstances. Inaccurate field dimensions or omission of special installation circumstances that require additional costs in terms of materials or labor will be the sole responsibility of Customer. Customer will coordinate a firm installation date no later than 30 days prior to the required install date to allow for installer to coordinate travel logistics. If jobsite is not ready for installation as of previously agreed upon date,

Customer will be responsible for additional travel, lodging and other costs associated with delay. Customer will make sure area is free and clear of any obstructions/clutter to allow for adequate space to work freely. Customer will advise of open days/hours work can be performed on site. GearGrid is not able to provide Certified Payroll or Union Wages.

17. **APPROXIMATE LABOR REQUIRED FOR ASSEMBLY AND INSTALLATION.** Using the information below will allow you to approximate the Man Hours required to assemble and install GearGrid products. These figures are provided as a courtesy and are dependent on a variety of factors including: labor experience and skill, jobsite conditions, accessories included, layout, etc. Please feel free to use these calculations, however GearGrid is not responsible for actual assembly and installation times.

First 6 Lockers: 1 hour per locker
Each locker after the first 6: .75 hours per locker
Locker Doors: Add .25 hours per door
Hose Racks, Slings, Miami, Suffolk, etc: 2 hours each



125 John Roberts Rd
South Portland, ME 04106
PH: 207-847-3313
Jon Usher-Maine Sales
jusher@ipp-ips.com

PRICE QUOTE FOR:
Old Orchard Beach Fire Department
Chief Robert Slaving
136 Saco Avenue
Old Orchard Beach, ME 04064

DATE:
3/24/2021

Product/Description	Price Ea	Qty	Extension
Groves Red Rack Mobile Gear Locker-Single Sided 3 Bay p/n RMSS 3/24	\$1,034.00	6	\$6,204.00
Groves Red Rack Security Back panel p/n SP-24	\$80.00	18	\$1,440.00
Shipping			\$1,240.00
		Total	\$8,884.00



Quotation

Harrison Shrader Enterprises
 13 Westminster Street
 Lewiston, Me 04240
 207-241-0325 Fax: 207-553-2288
www.hsefiresafety.com

Date: 3/22/2021	Submitted By: Willie Burk
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Quotation For Old Orchard Beach FD
 Old Orchard Beach, Me

CONTACT:	EST. SHIP DATE	SHIP VIA	TERMS
Deputy Slaving	4-6 weeks fro	Best way	Net 30 days

QUANTITY	DESCRIPTION		EXT. PRICE
6	Ready Rack Single Sided 3/24 section p/n RMSS-3/24 W/ backpanels p/n SP-24	\$1,188.00	\$ 7,128.00
	Factory estimated Shipping	\$1,265.00	\$ 1,265.00
		TOTAL	
SIGNATURE: Willie Burk		ABOVE PRICING WILL BE HONORED FOR:	

Witmer Public Safety Group

104 Independence Way
Coatesville PA 19320
Phone: (610) 857-8070
dbrazell@officerstore.com

Quote ID: 680651
Date: 01/08/2021
Sales Person: DONNA B
Customer Id: OLDORC2



Bill To:

ATTN:
Old Orchard Beach Fire Department
136 Saco Ave
Old Orchard Beach ME 04064

Phone:
E-Mail: rslaving@oobmaine.com

Ship To:

ATTN: DC Rob Slaving
Old Orchard Beach Fire Department
136 Saco Ave
Old Orchard Beach ME 04064

Groves racks w/ rear security panel

Quantity	Item ID	Description	Unit	Amount
6	RMSS-3/24	Groves Mobile Single Side Red Rack. Three 24" Sections. Includes Dry Kwik Coat Hangers Open Loop 20"D x 76"W x 79"T	1,120.00	6,720.00
18	SP-24	Groves Rear Security Panel. Red. for 24" Shelf	80.00	1,440.00
1	OSA-FREIGHT	Actual shipping charges will apply: Custom freight quote includes pallet fees. call ahead and lift gate	900.00	900.00

Call ahead and Lift Gate Needed with Delivery

ACCEPTANCE OF QUOTATION

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Signature: _____

Date: _____

Subtotal: 9,060.00

Freight:

Tax: 0.00

Total: 9,060.00

Quotation is valid until February 07, 2021



Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GearGrid LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions
670 SW 15th Street

6 City, state, and ZIP code
Forest Lake, MN 55025

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
4	1		-	1	6	9	0	6	1	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/5/21
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Agenda Item #7405

Discussion with Action: Award the paving contract to Pike Industries effective April 11th, 2021 through April 10th, 2022 from account 50002-50506 CIP Road Maintenance with a proposed FY 22 budget in the amount of \$479,000.00.

Background: The Town participated in the GPCOG request for proposals for paving services. Bids were submitted by Pike Industries, Dayton Sand/Gravel, All States, and Shaw Brothers. Pike Industries had the lowest bid.

Motioned by: Council Tousignant w/discussion.

Discussion: Councilor Tousignant questioned if all the paving for the Town was completed last Fall. Public Works Director, Joe Copper, confirmed that everything was completed with the exception of Portland Avenue – which has been scheduled to be surfaced. Town Manager Mead explained that there was no additional funds available and money was encumbered to approved projects (ie., there will be no new roads or additional roads scheduled to be paved). Chair O’Neill confirmed that four bids for paving were received and Pike was the lowest bid.

Seconded by: Councilor Kelley **Vote:** 5-0

Vote:



Invitation to Bid on
ROAD RESURFACING, RECLAMATION, AND
OTHER ROAD REPAIR SERVICES

For the Contract Period 4/11/2021 through 4/10/2022

The Greater Portland Council of Governments (GPCOG), acting on behalf of various municipalities located in Southern Maine, is seeking bids for **ROAD RESURFACING, RECLAMATION, AND OTHER ROAD REPAIR SERVICES**.

All bids shall be submitted on the Proposal Forms included with this bid document.

Bids may be submitted **ONLY** by email to tplante@gpcog.org with the subject "2021 ROAD RESURFACING, RECLAMATION, AND OTHER ROAD REPAIR SERVICES BID". to the GPCOG office. Receipt may be confirmed either through a request to confirm receipt via email or a "read receipt" attached to the email submission. Bids received up to the deadline will remain confidential; a tabulation of bids will be provided to bidders and any other interested party within a reasonable time following the bid opening.

Bids will NOT be accepted in hand, by mail, or by fax.

Bids will be opened at 11:00 am Thursday, March 25, 2021.

Helping Communities Thrive and Prosper in the Greater Portland & Lakes Region

970 Baxter Boulevard, Suite 201 ♦ Portland, Maine 04103 ♦ Telephone (207) 774-9891 ♦ Fax (207) 774-7149

ATTENTION BIDDERS:

PLEASE READ ALL SPECIFICATIONS AND REQUIREMENTS OF THIS BID CAREFULLY AS CHANGES, ADDITIONS OR DELETIONS TO THIS BID MAY HAVE BEEN MADE.

GPCOG ASSUMES NO RESPONSIBILITY FOR ANY MISUNDERSTANDING OF THE REQUIREMENTS OF THIS BID RESULTING FROM BIDDERS' FAILURE TO CAREFULLY REVIEW THESE DOCUMENTS OR TO CLARIFY INFORMATION CONTAINED HEREIN.

GPCOG COOPERATIVE PURCHASING GENERAL TERMS AND CONDITIONS

The Greater Portland Council of Governments (GPCOG) is a regional service and planning agency located in Cumberland County, Maine that is acting in a limited manner on behalf of Participants in this bid. Representations made in this invitation are based on information from the Participants. GPCOG will have full authority from the Participants to supervise the performance of contractors under this bid.

1. SUBMISSION OF BIDS

Bids must be submitted on the forms included with this bid package.

Bidders should understand that the submission of a bid represents an offer that may be accepted in whole or in part by the Participants. **The acceptance of a bid either in whole or in part constitutes the formation of a Contract.**

A bid may not be withdrawn after the date and time of bid opening and no bids will be accepted after the deadline.

Bids may be submitted **ONLY** by email to tplante@gpcog.org with the subject "2021 TRANSPORTATION FUELS BID". to the GPCOG office. Receipt may be confirmed either through a request to confirm receipt via email or a "read receipt" attached to the email submission. Bids received up to the deadline will remain confidential; a tabulation of bids will be provided to bidders and any other interested party within a reasonable time following the bid opening.

Bids will NOT be accepted in hand, by mail, or by fax.

Bids will be opened at 11:00 am Thursday, March 25, 2021.

2. NEEDS OF PARTICIPANTS

The estimated needs of the Participants are aggregated for bidders' use in estimating the amount of work to be done under this contract. In addition, estimated needs by individual municipality are also provided for reference. Under no circumstances should bidders assume that these estimates represent the exact amount of work to be done. Bidders requiring more information than what is provided should contact the individual towns or agencies for clarification of scope of work, and no consideration will be granted for any alleged misunderstanding of the product or service to be sold and/or delivered.

3. PRICES

GPCOG is seeking offers as a cooperative bid to obtain the most favorable prices for the Participants. Contractors shall include in their offers any and all discounts, trade or otherwise.

The Participants are exempt from the payment of Federal and State sales taxes and prices shall be exclusive of any such taxes. All prices are to be net, with all discounts including but not

limited to discounts for trade and time, reflected in the offered price. **All prices are to include the cost of delivery and other associated charges.** All prices shall be firm until the end of the contract period.

4. PARTICIPANTS

The list of municipalities and agencies submitting estimated needs presented in a bid package is provided to give bidders an indication of those interested in purchasing through this bid. No guarantees are made, however, that all the Participants listed will participate. In addition, other entities not listed in this bid but who may wish to take advantage of the prices offered through this bid may do so without penalty or prejudice, subject to the approval of GPCOG.

5. INSURANCE

Contractors shall be required to have during the full term of this contract adequate insurance to ensure that Participants are protected from any and all liability and damage, whether willful or not, resulting from negligence, error or omission on the part of Contractor or any subcontractor engaged by Contractor. Such coverage may include, but shall not be limited to, Workers Compensation, Employer Liability, Product Liability, Comprehensive and Property Damage.

All bidders must furnish a Certificate of Insurance with their bid. Failure to provide proof of insurance coverage may result in automatic rejection of bid.

6. BID AWARDS

Bid awards are made based on lowest price. However, each municipality reserves the right to withdraw from the bid process if the municipality wishes to not contract with the lowest bidder at its own discretion.

GPCOG reserves the right to accept or reject any or all offers, cancel the request for offers and to submit another request for offers, whichever is in its best interests.

7. SUBLETTING

Contractors shall not assign, transfer, convey, sublet or otherwise dispose of its Contract or its right, title, or interest therein to any other person, firm or corporation without prior consent of the Participants. In no case shall any such consent relieve the Contractor from its obligations or change any of the terms of the Contract.

8. REPORTING

The Contractor *must* provide a report to GPCOG by **May 11, 2022** that includes **an itemized account of work performed in each community, the unit price for each item, and the total sale made to each Participant in the bid.**

Reports are to be submitted to:

Tony Plante, Director of Municipal Collaboration
GPCOG Cooperative Purchasing
970 Baxter Boulevard, Suite 201
Portland, ME 04103

Contractors may send a copy of each invoice sent to each Participant in this bid to GPCOG in lieu of these required sales reports, **as long as the invoice includes an itemized account of work performed in each community, the unit price for each item, and the total sale made to each Participant in the bid.**

Failure to report sales or otherwise provide this information to GPCOG by May 11, 2022 may result in disqualification from participating in any future bids.

9. BID PERFORMANCE

The Contractor agrees to bear all costs incurred by the GPCOG or the Participants arising from the failure of the Contractor through omission or commission to comply with all Federal, State, and local statutes, regulations, ordinances or rules. The Contractor further agrees to hold GPCOG and the Participants harmless and to indemnify GPCOG and the Participants for these costs as well as all costs of collection, including but not limited to reasonable attorneys' fees.

If the Contractor/contractor fails to fulfill its obligations under this Contract and on time, or otherwise violates any provision of this Contract, the Participants may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. The Participants shall pay the Contractor fair equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Participants may collect damages, including costs of collection and reasonable attorney fees.

It is expected that once a bid award or awards are made and Participants have been notified of such award(s), the primary relationship in this bid shall be between awarded bidder(s) and Participants. GPCOG shall retain a secondary relationship with respect to problems arising out of the primary relationship.

Except as may be provided elsewhere in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by GPCOG, who shall mail or otherwise furnish its decision to the Contractor. The decision of GPCOG shall be final.

10. CONTRACTOR BID FEES

Each contractor will be charged 1% of the total sale for each transaction in each bid. Contractor fees will be invoiced and collected by GPCOG upon receipt of the final report. Late fees may be charged to any contractor failing to pay the fee with 30 days of the invoice.

11. EQUAL OPPORTUNITY

GPCOG and the Participants named in this bid are equal opportunity employers and shall not discriminate against an applicant as to race, creed, age, sex, sexual preference, disability, national origin, religion, veteran status, political affiliation or any other basis prohibited by law. Contractors and contractors or their agents doing business with GPCOG and its members shall

not violate the above clause or the Civil Rights Act of 1964. Violations by contractors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract.

Many of the Participants in the GPCOG Cooperative Services Program have adopted Minority Business Enterprise DBE/WBE Programs. These programs either mandate minimum DBE/WBE participation in individual procurements or have established DBE/WBE participation goals for the purchasing departments. It is incumbent upon all participating jurisdictions to be aware of a lead jurisdiction's DBE/WBE program (if any) and to include their own program (if any) in a cooperative purchase as required by their own purchasing policies and procedures.

12. ADDITIONAL INFORMATION

Bidders needing more information than is found in these specifications should contact GPCOG:

Tony Plante, Director of Municipal Collaboration
GPCOG Cooperative Purchasing Program

207-774-9891 Extension 216 or tplante@gpcog.org

2021 ROAD RESURFACING, RECLAMATION, AND OTHER ROAD REPAIR SERVICES BID SPECIFICATIONS

For the Contract Period from 4/11/2021 through 4/10/2022.

1. TIME FRAME

Unless specifically excepted by a municipality, all work is to be completed by April 10, 2021. It is the Contractor's responsibility to determine which municipalities have work to be completed under this contract and to make such arrangements as are necessary for that completion.

2. CONTRACTOR'S RESPONSIBILITY

The Contractor will furnish, manage and supervise all engineering, labor, material and equipment to complete the work. The Contractor shall be responsible to the municipalities for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the work under the Contract.

The Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

The Contractor shall, always, enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Director or designee, does not perform his work in a proper and skillful manner, or is intemperate or disorderly shall, at the request of the Director or designee, be immediately removed by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Director or designee.

Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Director or designee may suspend the work by verbal notice until such orders are complied with.

The Contractor shall be responsible for traffic control and signage during the performance of work and shall comply with any existing ordinances regulating traffic control or, if none, to the requirements of the Director or designee. The Contractor shall also conform to the Manual of Uniform Traffic Control Devices rules and regulations that apply. Contractor's security personnel are not permitted to carry weapons of any kind at any time while at the site of any work done under this contract.

The Contractor shall pay all sales, consumer use, and other similar taxes for the work or portions thereof provided by the Contractor that are legally enacted at the time offers are received, whether or not yet effective.

The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

3. PRE-INSPECTION

Each Contractor, before submitting an offer, shall become completely informed of the required work and shall rely on its own investigation of the road resurfacing needs of participants. Awarded bidders shall be available to any Public Works Director, Road Commissioner, or their designee who wishes to have the site(s) proposed for paving and/or reclaiming inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done or for any defects in the final product that are the result of the absence of pre-inspection of a site.

4. QUALITY OF WORK

All work performed must meet a standard of quality that satisfies the Director or other responsible town representative. Any work that does not meet the satisfaction of the town representative shall be replaced or repaired at Contractor's expense. Satisfactory standard of quality shall be defined as a standard of work and product that any reasonable person with knowledge of paving standards would deem to be acceptable.

Payment for work determined to be unsatisfactory may be withheld until Contractor completes the replacement or repair.

5. PERFORMANCE BOND

If required, Contractors shall submit to GPCOG a Performance Bond in the amount of 100% of the estimated Contract total within ten (10) days of receipt of notice of acceptance of the Contractor's offer or part of the offer. A bonding company licensed to do business in the State of Maine shall issue these bonds. Bidders are required to provide optional pricing for the provision of a Performance Bond. Communities may select pricing offers with or without a Performance Bond. If pricing with a Performance Bond is not offered, towns may require a Performance Bond, which shall be provided at the bid prices offered without a Performance Bond.

Municipalities will not enter into a contractual arrangement for any work with any company who is not bondable or is unwilling to provide a Performance Bond if requested.

6. Pricing

The Participants in this cooperative bid have combined their individual needs into one bid in order to obtain the lowest prices available. These combined volumes far exceed that which other

municipalities can provide individually. Bidders are asked to consider this when extending their offers.

Price adjustments for hot mix asphalt in excess of 500 tons total will be permitted per MaineDOT Special Provision Section 108 Payment (Asphalt Escalator).

7. RIGHT TO CHANGE OR ADDITIONAL WORK

The municipality, in association with GPCOG, reserves the right to submit change orders in writing to the Contractor. In that event, the municipalities, in association with GPCOG, will negotiate with the Contractor to determine the new costs.

Any additional paving work added to the contract while the contractor is in the community during a scheduled paving period shall be at the same unit price. Special paving projects outside of the original contract, requiring the contractor to make an additional trip, and less than 500 total tons shall be at a negotiated rate between the contractor and the Director or designee. Special paving projects will be performed at the original unit price if the total tonnage exceeds 500 tons. This price will hold regardless if the 500 tons is on one street or several streets.

8. DELIVERY SLIPS

With the delivery of each haul, the Contractor shall deliver to an authorized representative of the municipality a serially pre-numbered delivery slip. At a minimum, the delivery slip shall contain the date of the haul, its weight rounded to the nearest one-hundredth of a ton, and the running total weight for the date. The job foreman shall indicate the street location on each delivery slip. Invoices received by the municipality shall list each delivery slip in sequence with the weight for each slip indicated.

9. PROGRESS SCHEDULE

The Contractor shall contact the Director or designee of each participating municipality at least ten (10) days prior to commencing work and shall coordinate the scheduling of work with the Director or designee or person in charge in each community. UNLESS OTHERWISE AGREED TO, NO SATURDAY OR SUNDAY WORK WILL BE PERMITTED.

10. CLEAN UP

The Contractor shall confine operations at each site to areas subject to permits, ordinances, regulation or law, and shall not encumber the site with any materials or equipment.

The Contractor shall keep the premises free from the accumulation of waste materials or rubbish caused by its operations at all times. At the completion of the work for each site, the Contractor shall remove all its waste materials and rubbish from and about the site, as well as its tools, equipment, machinery and surplus materials. The clean-up, transportation, and disposal of waste materials shall be done in conformance with all Federal, State, and local statutes, regulations, ordinances and rules including, but not limited to, all environmentally related statutes, regulations, ordinances and rules. If the Contractor fails to clean up each site at the completion of its work, the municipalities on their own, or through GPCOG, may do so and/or hire someone

else to do so and the costs, including the costs for collection and reasonable attorney's fees incurred by the municipalities, shall be paid by the Contractor. The municipalities reserve the right to reduce payment by the amount of clean-up costs they incur pursuant to this paragraph.

11. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a. All employees on the work and all other persons who may be affected thereby.
- b. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its subcontractors or sub-subcontractors.
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of work.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

The Contractor shall promptly remedy all damages or loss to property of anyone caused in whole or in part by the Contractor, its representatives, agents, employees or subcontractors regardless of fault. Failure of the Contractor to remedy the damage or loss promptly shall entitle the municipalities on their own or through GPCOG to remedy the damage or loss, and to obtain reimbursement for said costs of remedying, and to obtain all costs of collection for reimbursements including, but not limited to, attorneys' fees directly from the Contractor or by reducing payment by the cost of damage caused by the Contractor.

12. INSURANCE

The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the municipalities. The Contractor shall furnish a certificate of insurance to GPCOG within two weeks of notice to the Contractor of the acceptance of its offer. The failure to provide this certificate will constitute a breach of the Contract and may result in termination of the Contract. Within one month of notice to the Contractor of the acceptance of its offer, the Contractor shall furnish to GPCOG a copy of insurance policy.

13. WARRANTIES

The Contractor shall expressly represent, warrant, and agree that all goods, equipment, machinery materials, services or work provided or performed relative to this Contract will:

- a. Conform in all respects to the specifications in this Contract.
- b. Be fit for the purpose or purposes of intended use.
- c. Conform to all applicable Federal, State, and local laws and regulations.
- d. Be new, of good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind or nature whatsoever.

Any use statement, guarantee or warranty stated in the proposal relating to equipment, materials, service or work will be superseded by the terms and conditions stated herein or, in their absence, by the following:

If said equipment, materials, service, or work which is found to be defective in material, workmanship, or design fails or is found to be non-conforming with State or Federal regulations or with the conditions of this Contract within twelve (12) months after the work is completed and accepted, it shall be repaired or replaced by the Contractor at absolutely no cost to the municipalities or GPCOG.

All items delivered or supplied hereunder will be free and clear of all liens, encumbrances, claims and security interests of whatever nature and substance. All materials used must be used in such a manner that the municipalities have full protection of all warranties that come with the purchase of the materials.

The Contractor agrees that it shall not compromise in any manner a manufacturer's warranty. The Contractor further agrees that if it does, regardless of fault, the Contractor shall indemnify and hold harmless the GPCOG and/or the municipalities for all damages and consequences arising from the compromise of the warranty including all costs and reasonable attorneys' fees incurred in the enforcement of this paragraph.

14. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless municipalities, GPCOG and their agents, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys' fees incurred by the municipalities.

15. ACCEPTANCE PERIOD

The municipalities shall have up to a maximum of 30 days from date of bid opening to accept an offer. An offer from a Contractor providing for a shorter acceptance period will not be an acceptable offer.

16. AWARD OR REJECTION OF OFFERS

The offer of a qualified, experienced, and reasonable Contractor that is in the best interest of each municipality will be accepted. The municipalities reserve the right to reject any or all proposals whenever such rejection is in their best interest. The municipalities reserve the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature, or reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract. The municipalities reserve the right to accept offers in whole or in part, to accept offers by types of work including, but not limited to, road resurfacing or road reclamation, shoulder work, parking lots, by municipality, or by hot mix taken at the Contractor's plant, all as separate items. Multiple acceptances may be made to ensure that all work will be completed within the Contract period. In determining the ability of a Contractor to perform the work, the following other qualifications, in addition to the costs, will be considered by the municipalities:

- a. The ability, capacity, and skill of the Contractor to perform the service required within the specified time.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the Contractor.
- c. The quality of performance of previous contractors or services.
- d. Such other information as may be secured by the municipalities or GPCOG having a bearing on the decision to accept a proposal.

17. PRE-BID CONFERENCE

At the discretion of the Director or designee and the GPCOG, a pre-bid conference may be scheduled to discuss scope of services, terms of this contract and scheduling of work. Contractors who wish to be considered for acceptance must attend any scheduled conference.

18. CONTRACT QUALIFICATIONS

Contractor shall provide with its bid the following information:

- a. Certification of a minimum of two years of relevant experience.
- b. A list of three references, including the names and telephone numbers of a contact person for each. These references must be for completed jobs that are similar in scope to the work to be performed under this Contract.

19. PAYMENT

Payment in full shall be made after completion, inspection and acceptance by the Director or designee of all work the Contractor is to do for the Director or designee's municipality pursuant to the Contract.

20. RIGHT TO WITHHOLD PAYMENTS

Bid participants may withhold payments claimed by the Contractor for valid reasons, including any of the following:

- a. Defective work.
- b. Damages for non-conforming work.
- c. Failure to provide a representative of the Participant the opportunity to inspect the work.
- d. Damage to a third party.
- e. Claims filed or reasonable evidence indicating probable filing of claims.
- f. Failure of the Contractor to make payments to subcontractors or for materials or labor.
- g. Regulatory non-compliance or enforcement.

21. TERMINATION FOR DEFAULT

If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of this Contract, the municipalities may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. The municipalities shall pay the Contractor fair equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the site owner may collect damages including costs of collection and reasonable attorneys' fees.

22. TERMINATION

If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which extension of time is provided to supply enough properly skilled workmen or proper materials, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is culpable of a substantial violation of a provision of the Contract, then the Participants or GPCOG may, without prejudice to any right or remedy, and after giving the Contractor seven days written notice, terminate the contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and may finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. The Contractor shall be responsible for all costs incurred by the municipalities and/or GPCOG to complete the work that exceeds the Contract price, including costs and reasonable attorneys' fees to collect the costs.

23. DELIVERABLES

In addition to the requirements found elsewhere in the Contract, the Contractor, no later than the completion of the work at each site, and earlier if requested by the municipalities or GPCOG, shall deliver to the municipalities or GPCOG the following:

- a. All literature, manuals, documents, and warranties for materials used.
- b. Any blueprints prepared for this Contract.
- c. All other tangible items prepared, developed, or otherwise created by the Contractor to perform this Contract.

ALL DELIVERABLES OR MATERIALS PROVIDED SUBJECT TO THIS PARAGRAPH SHALL BE THE PROPERTY OF THE MUNICIPALITIES.

ROAD RESURFACING AND RECLAMATION SERVICES

GENERAL SCOPE OF WORK

The estimated Road Resurfacing and Reclamation needs of the Participants for the period of this bid include information on areas that need resurfacing, reclamation and miscellaneous related services. Bidders who need more information as to the scope of work of Participants, either individually or collectively, must contact the municipalities.

It is understood and agreed that the actual needs may vary; the awarded bidders shall perform the work actually needed at the prices bid.

1. Road Resurfacing

This work consists of the supply and placement of surface mix and binder course, or the equivalent contractor supplied mix designs for roadways and parking lots in municipalities participating in this bid.

2. Road Reclamation Services

This work consists of performing the reclamation work identified herein. Contractor, prior to the submission of its offer, must contact the Public Works Director or designee or Road Commissioner for each participating municipality to determine which process would be most appropriate for the area to be reclaimed. The work is to include grading, watering, traffic control, and compacting, and that work shall be included in the bid price.

Offers on the following reclamation processes should be made:

- a. Cold planing
- b. Full depth in place road reclamation

In addition to the general specifications for the two processes listed and the general specifications, all contractors shall also meet the following:

- a. Equipment: roller (min. 8 ton rated), water truck, and grader.
- b. Compaction: compaction of finished work shall meet a minimum of 95%.

3. Cold Planing General Specification

Definition: Cold planing is the automatically controlled removal of pavement to a desired depth with specifically designed equipment and restoration of the surface to a specified grade and slope level, and free of imperfections. The resulting textured pavement can be used immediately as a driving surface or will be in a condition suitable for overlaying with pavement material. This item is intended for the full width cold planing of a roadway surface. Transition joints and butt joints are listed below. Incidental to this price is equipment, manpower, labor, and traffic control. Unless specified in the bid, mechanical or vacuum type sweeping equipment is incidental to this item.

Definition: Cold planing transition joints or butt joints is the automatically controlled removal of pavement to a desired depth with specifically designed equipment and restoration of the surface to a specified grade and slope level, and free of imperfections at an intersecting roadway or curb line. The resulting textured pavement can be used immediately as a driving surface or will be in a condition suitable for overlaying with pavement material. This item is intended for the cold planing of transition joints and butt joints. Incidental to this price is equipment, manpower, labor, traffic control and sweeping/clean-up.

4. Safety Conditions

The following safety conditions shall be observed during all cold planing work done by the Contractor:

- a. Adequate loading and sweeping equipment shall be provided daily to remove all cutting from the surface. Removed material shall be disposed of as designated. In the event the entire width of pavement along a section has not been planned by the end of the work period resulting in a vertical longitudinal face, the maximum deviation between the two surfaces should not exceed 1½ inches.
- b. Vertical cuts along a gutter line will be allowed at the end of a work period. Should the depth of cut be three inches or greater, proving hazardous to traffic, the contractor shall provide suitable signing and/or warning devices.
- c. Transverse faces existing at the end of work period should be tapered in a manner approved by the Director or designee to avoid a hazard for traffic.
- d. Asphaltic concrete that cannot be removed by cold planing equipment because of physical or geometrical restraints should be removed by other methods acceptable to the Director or designee.
- e. If independent grade reference is required, it shall be designated in the contract documents, and the Director or designee should provide elevations.
- f. Traffic control for cold planing will be handled in accordance with the requirements contained herein.
- g. Work shall be measured by the square yard of surface area planed to a specific depth.

5. In place full depth reclamation General Specifications

Definition: In-place cold recycling is the reusing of existing asphalt and suitable sub-base materials for a new sub-base or for a cold mix in place recycled road surface. The existing materials are pulverized and blended to achieve a uniform mixture known as stabilized sub-base.

Pulverize blended mixture to 2½ inch minus. Remove all cobbles four inches or larger. Blend should not have more than 50% gravel. The more existing pavement that is in the blend will increase the asphalt content, thus creating a more stable roadway.

FOR BOTH ROAD RESURFACING AND ROAD RECLAMATION SERVICES, THE PUBLIC WORKS DIRECTOR OR DESIGNEE SHALL BE THE SUPERVISOR AND SHALL HAVE FULL AUTHORITY TO INSTRUCT CONTRACTOR ON WHAT AND HOW THE WORK IS TO BE DONE.

A Butt Joint Grinding

Grinding/milling of transverse joints or butt joints to tie in the overlay paving with existing paving is required by some municipalities. A per square foot price shall be provided for this work.

B. Specifications

Unless otherwise asked by a Director or designee, current MaineDOT Standard Specifications, with the latest revisions, shall govern the supply of materials, the manufacture of bituminous concrete, and the placement, compaction and testing of the bituminous concrete. The interpretation of the specifications by the Director or designee shall govern unless the Contractor produces a written interpretation from MDOT. All work is to comply with all Federal, State and local statutes, regulations, ordinances, rules or permitting requirements.

C. Mix Design

The bituminous plant mix shall be composed of a mixture of aggregate and bituminous material. The several aggregate fractions shall be sized, uniformly graded, and combined in accordance with the Special Provision. The Contractor shall submit, for the Director or designee's approval, a job-mix formula for each mixture to be supplied to the project. The job-mix formula shall establish a single percentage of aggregate passing each required sieve size and shall be within the master gradation range specified for the particular type of mixture. The job-mix formula shall state the source, gradation, and percentage of each fraction of the aggregate and filler, if required. It shall state the name of the refiner and the supplier of the particular bituminous material to be used and plant location.

D Capability

To be considered for contract award, the Contractor must be able to demonstrate the ability to place an average of 800 tons of bituminous concrete per day of operation.

E. Equipment

All equipment proposed to be used shall be of sufficient size and in such mechanical condition as to meet requirements of the work, to produce a satisfactory quality of work, and to meet all safety requirements. In addition, all work and equipment shall comply with the most current MDOT specifications for such work and equipment. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other highways will result from its use.

F. Miscellaneous Instructions

1. All driveway entrances shall blend to meet the new pavement. Any driveway that is lower than the street shall have a berm installed to prevent surface water from entering the driveway unless otherwise specified by the Director or designee or his representative.
2. Unless otherwise indicated by municipality, Contractor shall place reflective delineator posts, spaced a minimum of every 50' apart, in areas where shoulder drop is 3" or more from pavement surface.
3. The construction of road mix bituminous pavement shall be carried on only when the surface on which the material is to be placed is dry, and when the atmospheric temperature is above 50° F and has not been below 40° F during the preceding 24 hours, except with written permission of Director or designee.
4. All newly overlaid sections shall be tack coated for a minimum of three feet at all beginning and end points.

G. Inspection of Work

All materials and every detail of the work will be subject to inspection by the Director or designee or his representative. The Director or designee shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor required to make a complete and detailed inspection. The Director or designee shall also have the right to inspect by pavement samples and testing done at the discretion of the individual municipality. The Contractor shall pay for all failing tests. Penalties for failing to meet the specifications shall be determined by each municipality Director or designee.

**PLEASE RETURN ONLY
THE FOLLOWING PAGES:**

- 1. ASSURANCES (1 page)**
- 2. REPORTING CONTACT (1 page)**
- 3. BID FORMS**



**2021 ROAD RESURFACING, RECLAMATION,
AND OTHER ROAD REPAIR SERVICES**

For the Contract Period 4/11/2021 through 4/10/2022

ASSURANCES

We herewith submit our bid in accordance with the requirements and specifications herein and acknowledge as follows:

1. That we have read these specifications and will comply with all requirements of this bid.
2. That the needs stated herein are the best estimates of municipalities at the time of this bid, but that these estimates may vary. We agree to supply the products and services required, whether more or less than these estimates.
3. We carry full liability insurance coverage that is in force and shall remain in force during the term of this contract.
4. Our company is bondable, and a Performance Bond will be provided if required for award of any portion of this bid.
5. We will comply with the requirements relating to reporting requirements for products and services provided under this bid.

Name and Title: _____

Company: _____

Address: _____

City/State/Zip _____

Telephone: _____ Fax: _____

E-mail address: _____

Signature: _____ Date: _____

(Owner or authorized representative of owner)



ROAD RESURFACING, RECLAMATION, AND OTHER ROAD REPAIR SERVICES

For the Contract Period 4/11/2021 through 4/10/2022

REPORTING CONTACT

Periodic reporting of products or services sold is a requirement of this and all bids administered by GPCOG. The Contractor must provide to GPCOG the actual amount of work performed in each municipality upon request.

Please provide contact information for the person who shall provide the requested sales reports:

Name and Title: _____

Company: _____

Address: _____

City/State/Zip _____

Telephone: _____ Fax: _____

E-mail address: _____

2020 GPCOG PAVING BID – MUNICIPAL CONTACT INFORMATION

Municipality	Contact Person	Phone Number	Email Address
Cape Elizabeth	Jay Reynolds	(207) 799-4151	Jay.reynolds@capeelizabeth.org
Old Orchard Beach	Diana Asanza	(207) 937-5622	dasanza@oobmaine.com
Sebago	Michele Bukoveckas	(207) 363-1011	townmanager@townofsebago.org

Estimated Needs by Municipality

GPCOG		
Estimated Needs for 2021 Paving Bid		
Municipality Name:	Cape Elizabeth	
Contact Person For This Bid:	Jay Reynolds	
Phone #:	799-4151	
E-mail address:	jay.reynolds@capeelizabeth.org	
Required Work Completion Date:	10/15/2021 and 6/15/22	
Item	Esti- mated Quan- tity	Unit
Milling and Reclaim		
Milling	2500	square yards
Full Depth Reclaim, 2 passes, with soil cement		square yards
Full Depth Reclaim, 2 passes, no soil cement		square yards
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Binder Course		
19 mm Binder Course		tons
25 mm Binder Course		tons
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Surface Mix		
9.5 mm Surface Mix	1650	tons
12.5 mm Surface Mix		tons
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Misc.		
Hand work	650	tons
Curbing		linear feet

Butt Joints	550	square yards	
Other (Please Specify):			
Other (Please Specify):			
Other (Please Specify):			
Other (Please Specify):			
Questions (Please Check the Appropriate Box)	Yes	No	Depends on Price
Do you require Sweeping prior to paving at an hourly unit price?		No	
Do you require Tack Coat prior to surfacing?	Yes		
Do you require Liquid Calcium Chloride?		No	
Are Reflective Centerline Delineators Required?	Yes		
Will the contractor be responsible for reflective delineators mounted on grade stakes for drop-offs at the edge of pavement greater than 3" at 50' intervals?		No	
Do you require a performance bond (with the estimated 1.5% to 2% additional cost built into your per ton price)?		No	
Special requirements, if any:			
Comments:			
<p>Estimates are based on requested budget amounts, which is subject to Town Council approval in April. Majority of roads to be paved in calendar year 2021; Two roads (to be milled and filled) will be done in spring of 2022.</p>			

SMPDC/GPCOG		
Estimated Needs for 2021 Paving Bid		
Municipality Name: Old Orchard Beach		
Contact Person For This Bid: Diana H. Asanza		
Phone #: 937-5622		
dasanza@oobmaine.com		
Required Work Completion Date: November 2021		
Item	Esti- mated Quan- tity	Unit
Milling and Reclaim		
Milling		square yards
Full Depth Reclaim, 2 passes, with soil cement		square yards
Full Depth Reclaim, 2 passes, no soil cement		square yards
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Binder Course		
19 mm Binder Course	400	tons
25 mm Binder Course		tons
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Surface Mix		
9.5 mm Surface Mix	2200	tons
12.5 mm Surface Mix	1080	tons
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Misc.		
Hand work	100	tons
Curbing		linear feet
Butt Joints		square yards
Other (Please Specify):		

Other (Please Specify):			
Other (Please Specify):			
Other (Please Specify):			
Questions (Please Check the Appropriate Box)	Yes	No	Depends on Price
Do you require Sweeping prior to paving at an hourly unit price?		x	
Do you require Tack Coat prior to surfacing?	x		
Do you require Liquid Calcium Chloride?		x	
Are Reflective Centerline Delineators Required?		x	
Will the contractor be responsible for reflective delineators mounted on grade stakes for drop-offs at the edge of pavement greater than 3" at 50' intervals?		x	
Do you require a performance bond (with the estimated 1.5% to 2% additional cost built into your per ton price)?		x	
Special requirements, if any: Contractor Provides Flagging			
Comments:			

GPCOG		
Estimated Needs for 2021 Paving Bid		
Municipality Name:	Sebago	
Contact Person For This Bid:	Michele Bukoveckas	
Phone #:	207-787-2457	
E-mail address:	townmanager@townofsebago.org	
Required Work Completion Date:	12/31/2021	
Item	Estimated Quantity	Unit
Milling and Reclaim		
Milling		square yards
Full Depth Reclaim, 2 passes, with soil cement		square yards
Full Depth Reclaim, 2 passes, no soil cement		square yards
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Binder Course		
19 mm Binder Course	800	tons
25 mm Binder Course		tons
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Surface Mix		
9.5 mm Surface Mix		tons
12.5 mm Surface Mix	200	tons
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Other (Please Specify):		
Misc.		
Hand work	15	tons
Curbing		linear feet
Butt Joints		square yards
Other (Please Specify): Fine grading	4000	linear feet
Other (Please Specify): Aggregate shoulders	8000	linear feet

Other (Please Specify):			
Other (Please Specify):			
Questions (Please Check the Appropriate Box)	Yes	No	Depends on Price
Do you require Sweeping prior to paving at an hourly unit price?		X	
Do you require Tack Coat prior to surfacing?	X		
Do you require Liquid Calcium Chloride?		X	
Are Reflective Centerline Delineators Required?	X		
Will the contractor be responsible for reflective delineators mounted on grade stakes for drop-offs at the edge of pavement greater than 3" at 50' intervals?		X	
Do you require a performance bond (with the estimated 1.5% to 2% additional cost built into your per ton price)?		X	
Special requirements, if any:			
Comments:			



Town of Old Orchard Beach

Treasurer - Finance Director

OOB Town Hall
1 Portland Avenue
OOB, ME 04064

Diana H. Asanza

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

March 30, 2021

TO: Larry Mead, Town Manager
FROM: Diana H. Asanza, Treasurer – Finance Director
CC: Joe Cooper, Public Works Director

RE: Road Paving Bid

Larry,

The Town participated in the Greater Portland Council of Governments (GPCOG) regional bid for road paving services. There were 5 bids received for the Town and the low bid was from Pike Industries as follows:

19 mm Binder Course	\$75 per ton
9.5 mm Surface Mix	\$78 per ton
12.5 mm Surface Mix	\$77.50 per ton
Hand Work	\$165 per ton

The contract period will be April 2021 through April 2022. I have attached a copy of the RFP and the bids that were received.

If you have any questions, please don't hesitate to contact me at 937-5622.

Thank you,

Diana H. Asanza

GPCOG												
2021 Paving Bids Received for Town of Old Orchard Beach												
Item	Estimated Quantity	Unit	All States		Dayton Sand & Gravel		Glidden		Pike		Shaw Brothers	
			Bid Unit Price	Total Extended Price	Bid Unit Price	Total Extended Price	Bid Unit Price	Total Extended Price	Bid Unit Price	Total Extended Price	Bid Unit Price	Total Extended Price
Binder Course												
19 mm Binder Course	400	tons	\$ 75.00	\$ 30,000.00	\$ 80.00	\$ 32,000.00	no bid		\$ 75.00	\$ 30,000.00	\$ 79.00	\$ 31,600.00
Surface Mix												
9.5 mm Surface Mix	2,200	tons	\$ 95.50	\$ 210,100.00	\$ 80.00	\$ 176,000.00	no bid		\$ 78.00	\$ 171,600.00	\$ 90.00	\$ 198,000.00
12.5 mm Surface Mix	1,080	tons	\$ 87.50	\$ 94,500.00	\$ 82.00	\$ 88,560.00	no bid		\$ 77.50	\$ 83,700.00	\$ 87.00	\$ 93,960.00
Misc.												
Hand Work	100	tons	\$ 150.00	\$ 15,000.00	\$ 135.00	\$ 13,500.00	no bid		\$ 165.00	\$ 16,500.00	\$ 165.00	\$ 16,500.00
Butt Joints		square yards							\$ 12.00			
Tack Coat		gallons							\$ 8.75			
Total Extended Price			\$ 349,600.00		\$ 310,060.00		no bid		\$ 301,800.00		\$ 340,060.00	

All bids include the standard MDOT asphalt escalator

Glidden includes one (1) mobilization for the milling item, and a minimum of 20 tons per mobilization for handwork

Pike included quantities for butt joints (200 sy) and tack coat (600 gal) in their bid, but are not reflected here because they were not in the estimated needs submitted for the bid

Agenda Item #7406

Discussion with Action: Authorize the Town Manager to enter into contract with Central Maine Power and Revision Energy for the acquisition of two (2) electric vehicle charging stations at Town Hall in the amount of \$8,779.00 from account number 20115-50450 Town Hall Building Maintenance with a balance of \$11,854.20.

Background: *(see attached quote, Efficiency Maine certification letter and EV charging station information)*

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 of Old Orchard Beach selected to enroll in the CMP Make-Ready Grant for the installation of two (2) ClipperCreek HCS-40R Level II charging stations; an inexpensive basic charging station that does not require internet connectivity, cell plans or yearly maintenance contract. Grant applications are received on a rolling, first-come, first-served process.

Motioned by: Councilor Tousignant w/discussion

Discussion: Town Manager Mead explained that the cost of this project was \$16,000 (sixteen thousand dollars) above what the Town would be paying. The grant through CMP is to be used to offset the total. Councilor Tousignant asked for clarification regarding the Chamber of Commerce and its interest in having EV charging stations. Town Manager Mead stated there was an anticipation of coming to council with additional stations near the Chamber of Commerce for a significantly higher cost (approximately \$30,000) due to the need for a networked system in order to receive payment from customers. Chair O'Neill also stated that other areas throughout Town were being explored; which has been discussed with Town Manager.

Seconded by: Councilor Blow

Vote: 5-0

CERTIFICATION OF ELIGIBILITY – GOVERNMENTAL ENTITY

March 23, 2021
Town of Old Orchard Beach
1 Portland Avenue, Old Orchard Beach, ME 04064
Larry S. Mead, Town Manager

Dear Larry,

This letter is acknowledgement by Efficiency Maine that the Town of Old Orchard Beach is an eligible Governmental Entity under Efficiency Maine’s EV Accelerator Program and is eligible for an enhanced instant rebate when the named entity purchases or leases an eligible new electric vehicle (EV) at a Maine Participating Dealer.

Please bring this letter with you to any Maine Participating Dealer as evidence of your eligibility for the enhanced instant rebate. A list of Maine Participating Dealers is available on our website at: www.efficiencymaine.com/docs/EV_Accelerator_Participating_Dealers.pdf.

The list of **vehicles** that are eligible for a rebate can be found on our website at: www.efficiencymaine.com/docs/Eligible-Vehicle-Rebates.pdf.

For a limited time, and while funds last, eligible Governmental Entities will receive **EV rebate amounts**, enhanced beyond the standard rebate levels, in the amounts listed at: www.efficiencymaine.com/ev/electric-vehicle-rebates/ and **EV charger rebate amounts** as listed at the same link. Governmental Entities are limited to a maximum of **10 EV rebates** per entity per 12-month period, of which not more than **4** may be for **leased** EVs.

Please note that receipt of an EV rebate is subject to satisfaction of all other eligibility requirements and the terms and conditions contained in the most recent version of the EV Accelerator Program Manual and EV Purchaser Agreement.

This letter is valid for as long as there are available funds in the EV Accelerator Program. If you have any questions, please do not hesitate to call me at 553-3045 or email amalia.siegel@efficiencymaine.com.

Sincerely,



Amalia Siegel, Program Manager
EV Initiatives
Efficiency Maine



Grants for Public Level 2 Electric Vehicle Chargers Pilot Programs

Background

Recently, 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.¹ In February 2020, the MPUC approved funding for two pilot programs to support this goal. The two pilots will be used to inform future consideration of programs to promote beneficial electrification of transportation.

Summary of the Electric Vehicle (EV) Charger Pilot Grant Programs

One pilot, to be administered by Central Maine Power (CMP), establishes a make-ready grant program for 60 Level 2 EV charger plugs. A second pilot, to be administered by the Efficiency Maine Trust (EMT), establishes a "rebate" program for 48 Level 2 EV charger plugs in CMP's service territory and 12 Level 2 EV charger plugs in Versant Power (formerly Emera) service territory. Both grant programs will provide incentives of no more than \$4,000 per charger plug.

A prospective grantee may apply and participate in only one of these two pilot grant programs and may not combine a pilot grant award with any other grant or charger award.

Efficiency Maine Trust's Rebate Program

Efficiency Maine's rebate program will be conducted via a competitive Request for Proposal (RFP) process and requires a completed application form and two valid price quotes. This pilot will fund Level 2 EV charger projects with between 4 and 8 charger plugs at eligible public, workplace, or multi-unit dwelling sites. Basic chargers are eligible for up to \$2,000 per plug or 80% of the allowable project costs (whichever is less). Networked² chargers are eligible for up to \$4,000 per plug or 80% of the allowable project costs (whichever is less). Allowable costs include equipment, materials, construction and installation.

For more information contact: Anastasia Hediger, 207-213-4162 AHediger@EfficiencyMaine.com or download the RFP and the Application Form at: <https://www.energymaine.com/opportunities/>

Central Maine Power's Make-Ready Grant Program

Central Maine Power's make-ready grant program will be conducted through an open enrollment process and requires applicants to complete the program application form on www.cmpco.com. Selection criteria will be used to determine which applicants are chosen to take part in the program, with preference given to applicants who are going to install networked instead of basic chargers. The review process for acceptance into the program will begin on October 1st, 2020 and applications will be considered on a first applied – first reviewed basis. The program will continue until the maximum number of 60 ports are fulfilled.

This pilot will provide an incentive for public Level 2 EV charger projects with a minimum of 4 charger plugs at eligible public, workplace, or multi-unit dwelling sites. Sites are eligible for an incentive of up to \$4,000 per plug towards the cost of the make-ready infrastructure. CMP will own the make-ready infrastructure between the customer's existing or new service and up to and including the meter or charging pedestal. **For More Information Contact: Peter Hinkley, 207-530-0181 Peter.Hinkley@avangrid.com or see the CMP Website: www.cmpco.com**

¹ See, An Act to Support Electrification of Certain Technologies for the Benefit of Maine Consumers and Utility Systems and the Environment, Public Law, 2019, Chapter 365 sub-§5.

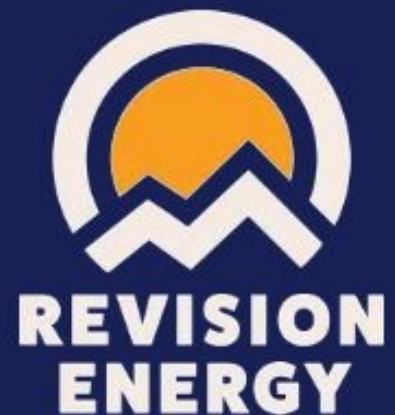
² Networked refers to a combination of EV charging equipment components and software that allows for centralized management, administration, communication, diagnostics, data collection, and potential point of sale capabilities.



Electric Vehicle Charging Station Proposal

Jen Hayes, Secretary to Town Council
Old Orchard Beach Town Hall
1 Portland Ave
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 Hall of Old Orchard Beach at its Imperial Street parking surface parking lot. ReVision Energy will connect with an existing electrical system in the Town Hall and run conduit and wiring outside the building to two dual pedestal units.

Project Location- Street view of Imperial Street Public Surface Lot with pedestal locations in softscape



Current Aerial View of proposed conduit pathway and pedestal locations on Imperial 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 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 HCS-40R Charging Pedestals with four (4) ports
- (2) 200A New subpanel in electrical room
- (3) Placement of two pre-cast concrete pedestal bases, and four (4) protective bollards for chargers
- (4) Four (4) 40A two pole breakers for power cabinet
- (5) Site Work (trenching and excavation)
- (6) Four (4) EV signs for parking spaces.

Assumptions:

- (1) Town will remove trees along trenching pathway and do site repair (reseeding) upon project completion.
- (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

ReVision Energy proposes the installation of single wall mounted ClipperCreek HCS-40R level 2 charging stations for providing EV charging for visitors or employees.

ClipperCreek provides an inexpensive basic charging station with a weatherproof holster which can be mounted on the wall next to each unit. This model does not require internet connectivity, cell plans or yearly maintenance contracts.



(Above) ClipperCreek HCS-40R



(Above) Dual HCS pedestal

Clipper Creek’s Level Two charging units are commercial grade charger and are UL listed to ensure a reliable charge every time. ReVision Energy has selected Clipper Creek as an introductory, easy to use and easy to maintain car charger. Level Two chargers provide the most cost-effective and efficient means to serve plug-in EV drivers and are compatible with all manufacturer’s of plug-in electric vehicles. 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. Systems without reclosure will discontinue charging and leave the car with a dead battery. The Clipper Creek EV charger is simple to use and the universal connector makes it compatible with all EVs. To recharge, simply plug in the electric vehicle! A green backlit charging icon will illuminate to signal that the EV is the process of charging. The charger will stop when the vehicle reaches its optimal charge setting.

When charging is complete, drivers simply wrap the cord around the charging station, keeping it organized and out of the way.

Total Installation Service Costs			\$19,632
CMP Make Ready Grant Eligible Expenses	4	\$4,000	\$16,000
Customer Installation Expenses			\$3,326

Charger Hardware			
ClipperCreek Dual HCS-40R pedestal	2	Includes hardware, shipping, tax, mounting, activation	\$5453

Customer Share of Project Cost (Installation & Hardware)			
	Installation		Hardware/Network/Warranty
ClipperCreek	\$3326	+	\$5453= \$8779
			Per Port= \$2194.75

WARRANTIES

Each component is warrantied 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 5 year warranty.

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 #7407

Discussion with Action: To approve the estimate not to exceed \$40,000.00, from Poirier Guidelines for striping all Town Roadways, including parking stalls, stop bars, pedestrian and handicap symbols and railroad crossings, from account number 20151-50506 Public Works Roadway Maintenance Non-Capital Account with a balance of \$48,000.00.

Background: *(see attached pricing list)*

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

**PRICING FOR ROAD STRIPING
Poirier Guidelines 3/31/2021**

Approximate Quantity	Description	Unit	FY 21 Pricing	Approximate Cost
8,800	24" white stop lines/cross walks	linear foot	1.05	9,240.00
4,000	12" white stop lines	linear foot	0.50	2,000.00
137,000	4" white edge line	linear foot	0.045	6,165.00
117,000	4" yellow double center line	linear foot	0.087	10,179.00
2,800	5" black	linear foot	0.50	1,400.00
96	Black	sq foot	1.00	96.00
500	Yellow Curbing	linear foot	0.60	300.00
100	Directional arrows	each	17.00	1,700.00
30	Small Directional Arrows	each	12.00	360.00
30	Large Bicycle Symbol	each	20.00	600.00
20	Bicycle Symbol	each	15.00	300.00
20	Pedestrian Symbol	each	25.00	500.00
5	Handicap Symbol	each	15.00	75.00
30	Handicap Symbol w/ blue	each	35.00	1,050.00
5	8' "ONLY"	each	44.00	220.00
6	6' "STOP"	each	34.00	204.00
8	6' "AHD"	each	25.50	204.00
8	6' "AHEAD"	each	42.50	340.00
200	20" Letter	each	3.50	700.00
8	Railroad Crossing	each	80.00	640.00
800	Parking Stalls	each	4.50	3,600.00

39,873.00

Agenda Item #7408

Discussion with Action: Authorize the Town Manager to enter into an Amendment to the existing agreement with the Maine Public Employees Retirement System (MainePERS) clarifying and reaffirming that membership in MainePERS is limited to permanent full-time employees.

Background: *(see existing agreements attached)*

MainePERS has asked that the existing agreement with the Town be amended to more clearly identify those employees eligible to enroll as members in MainePERS. The amendment will reaffirm the eligibility guidelines established as of July 1, 1970 for membership in the Town's Participating Local District plan (P0140). The Town Council is asked to approve the amendment stipulating that membership in the MainePERS Participating Local District Plan is offered as an option to the Town's full-time employees with a standard work week of 37 hours, and is not an option available to all other employees including; per diem only employees, part time employees, election workers, and elected officials.

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0

P0140
Maine Public Employees
Retirement System
APR 02 2009

AMENDED EFFECTIVE JANUARY 1, 2009

AGREEMENT BETWEEN

THE MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM

AND

TOWN OF OLD ORCHARD BEACH

**FOR PARTICIPATION IN
THE DEFINED BENEFIT PLAN ("The Plan") UNDER
THE CONSOLIDATED PLAN FOR PARTICIPATING LOCAL DISTRICTS**

This Agreement is entered into between the Maine Public Employees Retirement System and the Town of Old Orchard Beach (P0140) (hereinafter the "PLD"), a "participating local district" as defined by Section 1, Subsection F of Chapter 803 of the Rules of the Board of Trustees of the Maine Public Employees Retirement System (hereinafter the "MainePERS Rules") and 5 MRSA Section 17001, Subsection 27, for the purpose of providing for the participation of the PLD's employees in the defined benefit plan (also known as "The Plan" and defined by Section 1, Subsection G of Chapter 803 of the MainePERS Rules) of the Consolidated Retirement Plan established by Chapter 803 of the MainePERS Rules in accordance with 5 MRSA, Chapter 427.

1. Election to Change Service Retirement Plan

The PLD, by resolution or order of its governing body, has elected to change "The Plan" as defined by Section 2, Subsection F of Chapter 803 of the MainePERS Rules subject to the provisions of 5 MRSA, Chapter 427 and Chapter 803 of the MainePERS Rules. Membership under The Plan for the employees of the PLD is governed by Section 3 of Chapter 803.

2. Plan Change

For its Police Officers the PLD elects to adopt Special Plan 1C as described in Chapter 803, Section 8, Subsection A for officers hired prior to October 12, 1992; and Special Plan 3C as described in Chapter 803, Section 8, Subsection E for officers hired after October 11, 1992. The change is for service rendered after December 31, 2008. Service rendered prior to January 1, 2009 shall remain under Plan 2C.

3. Date of Change

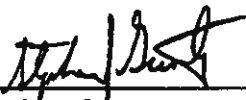
The effective date of the change described in 2 above shall be January 1, 2009.

4. Compliance with Statutes and MainePERS Rules

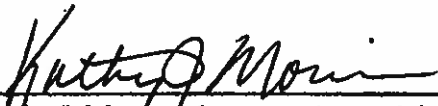
The PLD and the Maine Public Employees Retirement System agree to comply with all requirements of 5 MRSA, Part 20, and of the MainePERS Rules that are applicable to The Plan.

TOWN OF OLD ORCHARD BEACH
Signature of PLD Authorized Representative

**MAINE PUBLIC EMPLOYEES
RETIREMENT SYSTEM**
Signature of the Executive Director
or the Director's Designee



Stephen Guinty
Town Manager



Kathy J. Morin, Manager, Actuarial
and Legislative Affairs

3-30-09

Date Signed

4/24/09

Date Signed

For MainePERS Office Use Only:

Town of Old Orchard Beach

Employer Code P0140

Effective Date of this Amended Agreement: January 1, 2009

Reason for Amendment: Town adopted Special Plan 1C/3C for law enforcement officers effective January 1, 2009.

TOWN OF

Old Orchard Beach

THE FINEST, CLEANEST BEACH IN THE WORLD

RECEIVED
MAINEPERS
2008 DEC 22 P 12:48

December 17, 2008

Stephanie Fecteau
Maine Public Employees Retirement System (MPERS)
46 State House Station
Augusta, Maine 04333-0046

Dear Stephanie:

Re: Agreement Between Town of Old Orchard Beach and
Old Orchard Beach Police Patrolmen's Association

Please find enclosed the following original documents:

- A. **Agreement Between Old Orchard Beach and Old Orchard Beach
Police Patrolmen's Association – July 1, 2008 to June 30, 2011
(Article 13, pages 11 to 13 – Insurance and Retirement)
Minutes of the Town Council Meeting of August 19, 2008
Copy of the Commentary for Item Number 5035**
- B. **The benefit plans that are to apply are effective January 1, 2009:
Employees hired prior to October 12, 1992 shall be enrolled in the Maine
State Retirement Plan 1C.
Employed hired on or after October 12, 1992 shall be enrolled in the
Maine State Retirement Plan 3C.
Copy of the Originally Signed Motion Approved by Council on December 16, 2008.**
- C. **Excluded Employees – None.**
- D. **Authorized Signature – Stephen Gunty, Town Manager, Old Orchard Beach, ME**

Very truly yours,



Stephen Gunty
Town Manager

Enclosures

cc: **Chief Dana Kelley
Deputy Chief Keith Babin
Corporal Kevin Riordan**

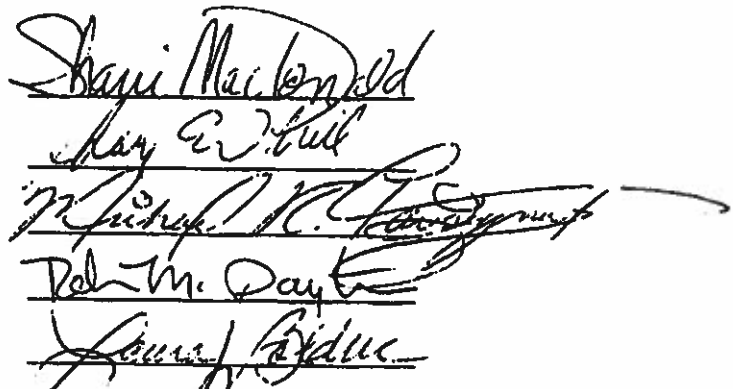
One Portland Avenue • Old Orchard Beach, ME 04064 • Phone: (207) 934-5714 • Fax: (207) 934-5911

MOTION TO APPROVE

We, the Members of the Town Council of the Town of Old Orchard Beach, Maine, approve and motion as follows:

MOTION: "Move to Approve change in the Maine PERS service requirement for its Police Officers, effective January 1, 2009, and are for future service rendered by the Officers only; service rendered prior to January 1, 2009 will remain under Special Plan 2C; Employees hired prior to October 12, 1992 shall be enrolled in MainePERS Special Plan 1C; and Employees hired after October 11, 1992 shall be enrolled in MainePERS Special Plan 3C. Stephen Gunty, Town Manager is authorized to sign the contract between the Town and MainePERS on behalf of the Town."

Date: December 16, 2008



The image shows five handwritten signatures in black ink, stacked vertically. The signatures are: 1. Shari MacLeod, 2. Kay A. Sullivan, 3. Stephen M. Gunty, 4. Robert M. Day, and 5. James J. Bidu.

**Members of the Town Council
Old Orchard Beach, Maine**



Kay R. H. Evans, *Executive Director*
Gail Drake Wright, *Chief Deputy Executive Director*

BOARD OF TRUSTEES
David S. Wakelin, *Chair*
John H. Kimball, *Vice Chair*
George A. Burgoyne
John S. Eldridge III
Peter M. Leslie
Eunice C. Mercier
Catherine R. Sullivan

Ex-officio Member
Dale McCormick,
State Treasurer

December 1, 2003

James Thomas, Town Manager
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, Maine 04064

Dear Mr. Thomas:

As promised in my letter to you dated October 20, 2003, I am enclosing a fully executed Agreement between the Maine State Retirement System and the Town of Old Orchard Beach that reflects the re-establishment of the Town of Old Orchard Beach as a Participating Local District in the Maine State Retirement System as of July 1, 2003. This Agreement reflects the choices made by the Old Orchard Beach Town Council at their June 17, 2003 and October 7, 2003 Council meetings.

Please provide me with a certified copy of the approved October 7, 2003 Council meeting minutes to complete this action.

Sincerely,

A handwritten signature in black ink that reads "Robert W. Mellor".

Robert W. Mellor
PLD Plan Administrator

RWM/dll
Enclosure

LOCATION: 95 Sewall Street (Corner of Capitol and Sewall) MAILING ADDRESS: 46 State House Station, Augusta, ME 04333-0046
Tel: (207) 512-3100 Toll-free: 1-800-451-8800 Fax: (207) 512-3101 TTY: (207) 512-3102

ERACTN

AGREEMENT BETWEEN
THE MAINE STATE RETIREMENT SYSTEM
AND
TOWN OF OLD ORCHARD BEACH

FOR PARTICIPATION IN
THE DEFINED BENEFIT PLAN ("THE PLAN") UNDER
THE CONSOLIDATED PLAN FOR PARTICIPATING LOCAL DISTRICTS

This Agreement is entered into between the Maine State Retirement System and the Town of Old Orchard Beach (employer code P0140) (hereinafter the "PLD"), a "participating local district" as defined by Section 1, Subsection E of Chapter 803 of the Rules of the Board of Trustees of the Maine State Retirement System (hereinafter the "MSRS Rules") and 5 MRSA Section 17001, Subsection 27, for the purpose of providing for the participation of the PLD's employees in the defined benefit plan (also known as "The Plan" and defined by Section 1, Subsection F of Chapter 803 of the MSRS Rules) of the Consolidated Retirement Plan established by Chapter 803 of the MSRS Rules in accordance with 5 MRSA, Chapter 427.

1. Election To Join

The PLD, by resolution or order of its governing body, has elected to join "The Plan" as defined by Section 1, Subsection G of Chapter 803 of the MSRS Rules subject to the provisions of 5 MRSA, Chapter 427 and Chapter 803 of the MSRS Rules. Membership under The Plan for the employees of the PLD is governed by Section 3 of Chapter 803. All benefit provisions of Chapter 803 are applicable to employees who become members under The Plan, subject to elections made by the PLD as specified in this Agreement.

2. Service Retirement Plans

For its regular service retirement plan, the PLD elects to join Regular Plan A as described in Chapter 803, section 7, subsection A. The PLD also elects to join Special Plan 2 as described in Chapter 803, section 8, subsection C, for Police and Firefighters.

Firefighters and police who were active members of Special Plans with the withdrawn P0140 on June 30, 2003, will be transferred to Special Plan 2C in "The Plan" effective July 1, 2003, for all service.

3. Date of Participation

Participation of the PLD and its employees in The Plan is effective July 1, 2003.

4. Compliance with Statutes and MSRS Rules

The PLD and the Maine State Retirement System agree to comply with all requirements of 5 MRSA, Part 20, and of the MSRS Rules that are applicable to The Plan.

TOWN OF OLD ORCHARD BEACH

James H. Thomas
Signature of PLD Authorized Representative

James Thomas
Town Manager

11/18/03
Date Signed

MAINE STATE RETIREMENT SYSTEM

Kathy J. Moran
Signature of the Executive Director or the Director's Designee

Kay R. H. Evans
MSRS Executive Director

11/19/03
Date Signed

For MSRS Office Use Only:

Town of Old Orchard Beach [PLD Name]

Employer Code P0140 [Code]

Effective Date of this Agreement: July 1, 2003

Tammy Lambert

From: Stephanie Fecteau <Stephanie.Fecteau@mainepers.org>
Sent: Tuesday, February 07, 2012 9:19 AM
To: Tammy Lambert
Cc: Lori-Ann Garside
Subject: OOB MainePERS documents
Attachments: 2012_02_07_09_06_37.pdf

Tammy,

Attached are the Agreements related to the MainePERS Plans for the Town of OOB.

Specifically-

The Town re-entered the System as of July 1, 2003 and adopted the following plans:

General Government (non-fire/police)- Plan AC
Fire fighters and Police Officers – Plan 2C

Effective January 1, 2009, the Town made a plan change for its Police Officers.

Officers hired prior to October 12, 1992 are covered under Special Plan 1C.
Officers hired after October 11, 1992 are covered under Special Plan 3C.
(the service for all officers rendered through December 31, 2008 remains under plan 2C.)

I hope this helps, let us know if you have any questions.

Thanks,
Stephanie

Agenda Item #7409

Discussion with Action: Set the public hearing date of April 20th, 2021 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:

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 6th, 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.

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant w/discussion

Discussion: Councilor Tousignant questioned if this was a change in the ordinance from where the Town had been. Chief Dana Kelley stated that it turns out there is no ordinance on the beach for surf casting. Furthermore, Chief Kelley had received a complaint from an Ocean Park resident. Looking back to 1963 through 1968 council had to vote on this ordinance each year (see surf fishing history, attached). Councilor Tousignant stated the waters are Federal and questioned whether the Town had the right to create an ordinance. Chief Kelley stated he would research into that statement. Town Manager stated that the state has jurisdiction over tidal waters but there are no state laws enforcing regulations.

Vote: 5-0

Motion to suspend regular meeting and enter into budget workshop (see separate Budget Workshop meeting minutes)

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0

Motion to end budget workshop and return to regular meeting.

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0

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.

EXECUTIVE SESSION:

(Note: This item discusses labor contract issues related to the AFSCME union contract, as defined under Title 1 M.R.S.A. Section 405(6)(D), and the Council anticipates that the discussion will be held in Executive Session). Executive Session is to provide guidance to the Town Manager regarding entering into Collective Bargaining Agreements with AFSCME representing Department of Public Works Laborers.

Entered into Executive Session @ 8:10pm

Motioned by: Councilor Blow

Seconded by: Councilor Reid

Vote: 5-0

Exited out of Executive Session @ 9:07pm

Motioned by: Councilor Tousignant

Seconded by: Councilor Reid

Vote: 5-0

ADJOURNMENT

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

The regular meeting of the Old Orchard Beach Town Council adjourned at 9:08pm Tuesday, April 6th, 2021.