



TOWN OF OLD ORCHARD BEACH
Office of the Town Manager

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

Regular Town Council Meeting Minutes
Tuesday, August 3rd, 2021

I, Jennifer Hayes, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of one hundred sixteen (116) pages is a copy of the original minutes from the regular meeting of the Old Orchard Beach Town Council held on Tuesday, August 3rd, 2021.

Prepared by:	Jennifer Hayes
Approved by:	Old Orchard Beach Town Council
Approval Date:	08.17.2021

Respectfully Submitted,

Jennifer Hayes
Town Council Secretary



Regular Town Council Meeting Minutes
Tuesday, August 3rd, 2021 @ 6:30pm*
Town Council Chambers
www.oobmaine.com/town-council

**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 an Old Orchard Beach Town Council meeting on Tuesday, August 3rd, 2021. The meeting was opened at 6:33pm by Chair O'Neill. After the pledge of allegiance, roll call was taken. The following individuals were present:

Shawn O'Neill, Chair Diana Asanza, Interim Town Manager
Mike Tousignant, Vice-Chair Jen Hayes, Town Council Secretary
V. Louise Reid, Councilor
Jay Kelley, Councilor
Kenny Blow, Councilor

ACCEPTANCE OF MINUTES

Accept the meeting minutes of the Regular Town Council Meeting from Tuesday, July 20th, 2021 **and** Town Council Workshop from Thursday, July 29th, 2021.

Motioned by: Councilor Blow
Seconded by: Councilor Kelley
Vote: 5-0

PUBLIC HEARING

Shall the Town Council of Old Orchard Beach consider the proposed Charter Amendments to Sections 301: Petition for Overrule of Action of Council and Section 303: Referendum on Certain Expenditures for the November 2nd, 2021 ballot?

Identified by Chair O'Neill as Public Hearing #1

Shall the municipality approve the charter amendment reprinted below?

Sec. 301. Petition for Overrule of Action of Council.

The following shall be subject to overrule by referendum as follows:

(A.) All ordinances;

(B.) Orders or resolves appropriating ~~\$250,000~~ 500,000.00 or more for a single capital improvement or piece of capital equipment;

(C.) Orders or resolves authorizing the issuance of general obligation bonds or notes of \$ ~~250,000~~ 500,000.00 or more, other than tax anticipation notes, bond anticipation notes and grant anticipation notes.

~~(D.) Orders or resolves appropriating \$250,000.00 or more from the Capital Improvement Fund.~~

If within thirty (30) days after the enactment of any such ordinance, order or resolve, on the written petition of a number of voters equal to at least 10% of the number of votes cast in the town at the last gubernatorial election of the Town of Old Orchard Beach is filed with the Town Clerk requesting its reference to a referendum, the Council shall call a public hearing to be held within thirty (30) days from the date of the filing of such petition with the Town Clerk, and shall within fourteen (14) days after said public hearing call a special Town election for the purpose of submitting to a referendum vote the question of adopting such ordinance, order or resolve.

Pending action by the voters of the Town, the referred ordinance, order or resolve shall be suspended from operation until it has received a vote of the majority of the voters voting on said question. An ordinance, order, or resolve defeated at a referendum, shall not be reintroduced for a period of three hundred and sixty-five (365) days from the date of the referendum.

Identified by Chair O'Neill at Public Hearing #2.

Shall the Municipality approve the Charter amendment below?

Sec. 303. Referendum on Certain Expenditures.

The Town Council shall submit ~~the following actions~~ to the voters at a regular or special election following one or more public hearings:

~~(I) Any order or resolve appropriating \$500,000 or more for a single capital improvement or for a single item of equipment;~~

~~(II) any order, resolve or ordinance authorizing general obligation bond issues of \$ 500,000 1,000,000.00 or more except for tax anticipation notes, bond anticipation notes and grant anticipation notes.~~

~~These provisions shall apply whether or not payment for the capital improvements or single item of equipment is to be made in more than one fiscal year.~~

The questions shall be submitted to the voters at the next regular municipal election held not less than thirty-five (35) days after the order, resolve or ordinance is passed; or the Town Council may order that the question be submitted to the voters at a special election to be held not less than thirty (30) days from the date of the order, resolve or ordinance.

Chair opened PH1 meeting @ 6:36pm

Chair closed PH1 meeting @ 6:38pm

Discussion: Interim Town Manager Asanza spoke on the memo for Council; identifying that capital improvement costs have increased throughout the years.

Chair opened PH2 meeting @ 6:40pm

Chair closed PH2 meeting @ 6:40pm



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

July 30, 2021

TO: Town Council
FROM: Diana H. Asanza, Interim Town Manager
RE: Public Hearing for Charter Amendment Sec. 301 & 303

The request to amend Section 303 is to increase the amount from \$500,000 to \$1,000,000 for capital expenditures to reflect the increase in infrastructure/construction/capital equipment project costs.

Further, it amends the language where voter approval will ONLY be required for those capital projects or equipment where general obligations bonds will be issued. In speaking with legal it is common for municipalities with Manager/Council form of government to require referendum approval for the issuance of general obligation bonds above a certain amount, but allow Council to authorize capital projects funded through other sources such as capital fund accounts, since Council has already approved the appropriation of funds through the annual budget process for capital expenditures.

Section 301 is a request to amend the amount from \$250,000 to \$500,000 that shall be subject to overrule by referendum for the same reason stated above.

Sincerely,

Diana H. Asanza

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Kristyn Barcelou: Better Fit Nutrition, LLC d/b/a Better Fit Nutrition, (206-31-8),
39 Old Orchard Street Unit B, victualers w/prep, no alcohol, retail.

Jim & Sandy Fitzsimmons, (208-1-9-10), 4 Hope Terrace, one year round rental.

Samuel M. Given Family Trust d/b/a The Cottage @ Ocean Park, (320-11-5),
15 W. Tioga Avenue, one seasonal rental.

Chair O'Neill opened the public hearing @ 6:41pm

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0

Chair closed the public hearing @ 6:42pm

Town Manager's Report August 3, 2021

Town Hall Improvements

Town Hall will soon be addressing the improvements to the North and South Towers and the new roof installation.

This week the Finance Office will solicit proposals for the Town Hall Towers repair and the Roof Replacement that has been budgeted as part of the Capital Improvements Plan. The repairs to the Towers will be completed first because of the extensive scaffolding that is needed, and after the repairs are complete, the Roof repair work can begin. The intent is to have the work start this fall.

Wastewater Facilities Upgrade Project:

I have started working on the interim borrowing for the Wastewater facilities upgrade through the Clean Water State Revolving Fund and the Maine Bond Bank. At the next Council Meeting on August 17th, Brent Bridges from Woodard & Curran will provide an update on the project.

FY 22 Tax Bill Issuance

The Assessor is currently working on finalizing the tax commitment for the FY 22 tax bills. I am working with Munis and Eagle Network Solutions – the Town's new IT partner - to generate the Real Estate and Personal Property Tax bills for Fiscal Year 2022. The goal is to mail the tax bills by August 12, 2021, since the first installment is due September 15, 2021. The current property valuation increase that is occurring will result in a tax rate decrease over last year. The Assessor has not finalized the tax rate at this time.

Washington Area Infrastructure Project:

The CDBG Washington Ave Area infrastructure project is moving along, and West Old Orchard sewer and main water installation are scheduled for completion this week. They are also mobilizing and starting construction on Fern Ave this week by installing temp water hookups. To stay up to date on the project, you can go to the Town's website and follow the link on the front page titled "CDBG Washington Ave. Area Project".

COVID-19 Update

The recent changes in the COVID-19 protocols issued by the US CDC and the Governor's office can be confusing. Still, Chief Lamontagne is staying on top of

these changes with clear explanations on the status. There are four COVID-19 transmission levels: low, moderate, substantial, and high.

The US CDC is recommending masks in indoor settings when the level reaches substantial. Yesterday, York County was categorized as moderate, so there are no changes for Old Orchard Beach. Chief Lamontagne will provide information on any change in CDC protocol, and if you would like to receive these updates, you can sign up on the Town's website under "Subscribe to News" on the front page and follow the prompts from there.

Lack of Foreign Workers Has Seasonal Businesses Scrambling

Even with a visa cap increased, the pandemic's disruption has left a dearth of landscapers, crabbers and restaurant help.



By Patricia Cohen and Sydney Ember

Aug. 2, 2021

SALT LAKE CITY — Tyler Holt summed up the problem his Utah landscaping business faces every year. “People who want to be in the job force want stability — if they want to work, they work full time,” he said. “Locally there’s just no workers who want to do anything seasonal.”

The complaint has been echoed not only by landscapers in Utah, but also by amusement parks in Wyoming, restaurants in Rhode Island, crab trappers in Maryland, camps in Colorado and thousands of other businesses around the country that depend on seasonal workers from abroad to work lower-wage nonfarm jobs.

The scramble for these temporary guest workers has been intense in recent years, as the jobless rate inched down and tensions over immigration policy ratcheted up. But this year, after the coronavirus pandemic first halted and then seriously constrained the stream of foreign workers into the United States, the competition has been particularly fierce.

The Biden administration responded to frantic pleas from small businesses in the spring. It did not renew a pandemic-related suspension of the J-1 program, which provides short-term visas designed for foreign students who come to the United States to work and travel. Soon after, it raised the quota on temporary visas under the H-2B program for temporary nonagricultural workers, which are issued through a lottery.

But travel restrictions, backlogs and delays at foreign consulates in approving applicants have still left businesses from Maine to California in the lurch.

Mr. Holt, the chief executive of Golden Landscaping and Lawn in Orem, asked for 60 H-2B workers, hoping the team could be in place by April 1, when the season began. He struck out in the initial lottery, but was luckier the second time around, when the administration increased the quota by one-third.

On July 9, Mr. Holt was overjoyed to hear that his application had been approved. But now, roughly halfway through his eight-month season, still no workers have arrived.

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“Nothing,” he said with disgust when asked two weeks later about an update.

Mr. Holt said he had raised his normal \$14-an-hour wage — by \$2, then \$3, then \$4 and then \$5 — to attract local workers. “I will give anybody a job that wants to work,” he said. The crews he has in place are working 60 to 70 hours a week to keep up with the demand.

Landscapers like Mr. Holt employ more H-2B workers than any other industry — roughly half of the total approved. And their inability to get a work force in place by the start of the season has been costly.

Ken Doyle, the president of All States Landscaping in Draper, Utah, said the late arrival of 27 temporary foreign workers had cost him 15 to 20 percent of his business, about \$1 million.

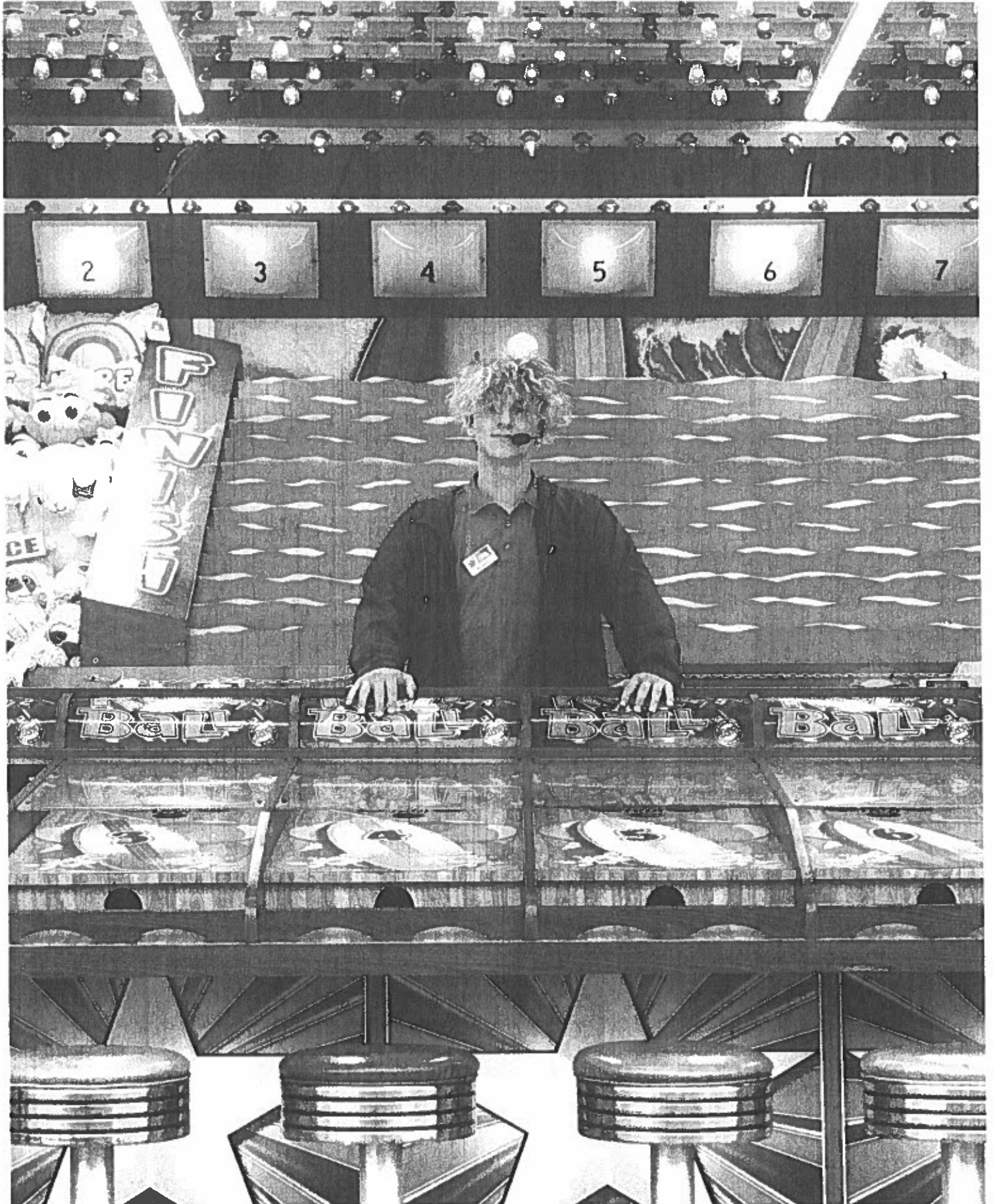
“We’re so far behind,” he said. “We’ve lost some very large accounts.”

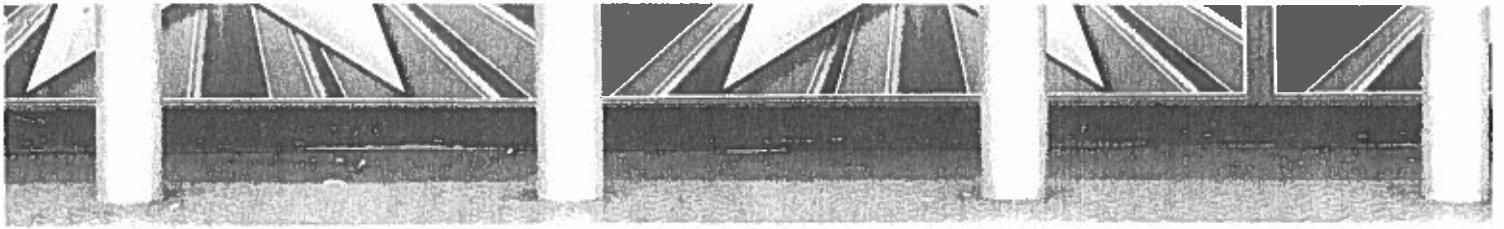
Mr. Doyle acknowledges that the work can leave blisters and an aching back. “It’s a hard job,” he said on a day when the temperature trudged past 100 degrees. “It’s hot outside. They’re digging holes for sprinklers or trees, laying sod and lifting heavy items.”

Under the H-2B visa program that Mr. Doyle and Mr. Holt rely on, the number of seasonal foreign workers is ordinarily capped at 66,000 a year, split between the winter and summer season. Veteran workers, who returned year after year, used to be exempted from the total, but Congress halted that practice in 2017 as the immigration debate got heated. The next year, the government instituted a lottery system that

injected a new layer of uncertainty on top of a frustrating process.

"It's quite the gamble if you're going to be a viable business," Mr. Doyle said.





Kyan Chase, 15, works at Palace Playland in Old Orchard Beach. Of the labor shortage, he said: "It's pretty good for me. I can get a job anywhere I want." Tristan Spinski for The New York Times

Programs for temporary guest workers have long come under attack from several corners. Labor groups and immigration critics argue that it robs American workers of jobs and depresses wages. And every year, there are disturbing examples in which foreign workers are exploited by employers, cheated out of pay or living in squalid conditions.

Daily Business Briefing

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Updated 42 minutes ago

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- Chris Cuomo of CNN appears in report on Governor Cuomo's behavior.
- Reese Witherspoon will sell her production studio to a Wall Street-backed company.

Is this helpful?



Many employers counter that people don't understand the peculiarities of the seasonal labor market and changed attitudes, particularly about manual work.

"Fifteen, 20 years ago we were able to get local summer kids in high school or college," Mr. Holt said. "Those workers are just not there anymore. It's easier to do other things than hard labor for eight to nine hours a day."

Mr. Doyle spent nearly \$30,000 advertising for workers as far away as Nevada and got no response, he said. For the last year, he has had a 20-foot trailer parked outside his office, emblazoned with a sign proclaiming: "NOW HIRING. WALK-INS WELCOME."

"I had two people drop in all year," he said.

Higher wages could encourage more American-born workers to apply to these jobs, said Muzaffar Chishti, director of the Migration Policy Institute at the New York University Law School. But he argues that in every labor market, there are difficult, unpleasant, low-paid jobs with no opportunity for advancement — like agricultural work or meatpacking — that are considered less desirable both for economic and for cultural reasons.

Some of the attitudes toward jobs, particularly in the service sectors, are changing, he said, but "we haven't quite understood yet the impact of pandemic."

Temporary guest workers have also gotten entangled in broader and more bitter arguments over immigration. There is a widespread misconception, Mr. Chishti said, that all foreign workers are eager to settle in the United States.

"A lot of workers don't necessarily want to come and live here forever," he said. "They want to work legally and travel back and forth. Their life in Mexico, for example, may be better than life in a U.S. city."

In the meantime, employers are struggling. Small resort towns often depend on international seasonal workers because their population isn't sufficient to fill all of the suddenly available slots at hotels, restaurants, ice cream shops or ski slopes that serve the hordes of tourists who appear and then vanish.

"We just don't have enough local workers to be able to support the economy as it needs to be in the summertime," said Jen Hayes, who is the J-1 visa program liaison for Old Orchard Beach, a coastal town south of Portland, Maine.



Workers on J-1 or H-2B visas generally make up about 10 to 14 percent of the seasonal work force in Maine. *Tristan Spinski for The New York Times*

Historically, the town has had anywhere from 650 to 740 international student workers in the summer — from countries including Turkey, Romania and Russia — but Ms. Hayes estimated that there were only 125 to 150 as of late July. A meet-and-greet at the start of the summer that typically bustles with activity drew only a handful of people.

The labor shortage has forced some businesses to limit their hours or close for an extra day a week.

Exorbitant housing costs in vacation-friendly enclaves — whether in the Hamptons, in Ketchum, Idaho, or in Provincetown, Mass. — further shrink the pool of available workers, foreign or domestic.

In Maine, where the economy relies heavily on tourism and out-of-state visitors, workers on J-1 or H-2B visas generally make up about 10 to 14 percent of the seasonal work force, said Greg Dugal, the director of government affairs at HospitalityMaine, a trade group.

But this year, the state will be lucky to receive half the usual number, Mr. Dugal said, adding that many who were approved for the summer arrived later than usual because of processing delays.

“The fact remains that we had a worker shortage prior to the pandemic,” he said, and “we have a worse worker shortage after the pandemic for the same reason and a lot of other reasons.”

Patricia Cohen reported from Salt Lake City, and Sydney Ember from Portland, Maine.

Agenda Item # 7488

Discussion with Action: Accept, with regret, the resignation of Ray Deleo from the Design Review Committee and the Zoning Board of Appeals.

Motioned by: Councilor Blow

Discussion: Chair O'Neill and Councilor Reid shared sentiment to Ray and thanks for his commitment to the Town

Seconded by: Councilor Kelley

Vote: 5-0

Agenda Item #7489

Discussion with Action: Approve the Special Event Permit application for Veronica Parsloe to hold a Taco Festival/Day of the Dead Celebration at the Recreation Complex at the (Ballpark) and to authorize the Town Manager to enter into a contract for this event between the Ballpark and Veronica Parsloe. Set up on Thursday and Friday, October 21st and 22nd, 2021, event date Saturday, October 23rd, 2021, and takedown on Sunday, October 24th, 2021. Event includes food trucks, dancing and wrestling. Insurance, listing the Town as additionally insured, to be provided to the Town Clerk's Office at least one month prior to the event.

Background: *(special event permit on file at Town Clerk's Office)*

Discussion: Veronica Parsloe spoke to Council regarding the event stating that the festival was open to area businesses to join and get involved. She also stated the event was family friendly and would be bringing cultural aspects to the Town.

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

Agenda Item #7490

Discussion with Action: Approve the Special Event Permit application for Pier Leasing Co. to hold their Bikefest on Saturday, September 11th, 2021 from 11 a.m. to 10 p.m., with a request to close the Square for parking of motorcycles only during that time.

Background: *(special event permit on file at Town Clerk's Office)*

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

Agenda Item #7491

Discussion with Action: Approve the Special Event Permit application for Pier Leasing Co. to hold a Jeepfest on Saturday, September 18th, 2021 from 10 a.m. to 10 p.m., with a request to close the square for parking of jeeps only during that time.

Background: *(special event permit on file at Town Clerk's Office)*

Motioned by: Councilor Blow

Seconded by: Councilor Reid

Vote: 5-0

Agenda Item #7492

Discussion with Action: Approve the Special Event Permit application for the Salvation Army to hold their annual parade from Saco and Biddeford Savings Bank to the Square on the following Sundays: July 24th, 2022 and July 30th, 2023. Set-up from 2:30 p.m. to 3 p.m. Event occurs from 3 p.m. to 5 p.m. 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 each event.

Background: *(special event permit on file at Town Clerk's Office)*

Motioned by: Councilor Kelley

Seconded by: Councilor Blow

Vote: 5-0

Agenda Item #7493

Discussion with Action: Approve the Special Event Permit application for the Salvation Army to hold their evening programs in the Square; July 22nd through July 29th, 2022, including set-up and takedown; July 28th, through August 4th, 2023, including set-up and takedown. Inspection of the stage that is constructed in the Square by the Fire Prevention and Code Enforcement Office to ensure compliance with applicable fire and building codes, to take place prior to any performance. 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 each event.

Background: *(special event permit on file at Town Clerk's Office)*

Motioned by: Councilor Reid

Seconded by: Councilor Tousignant

Vote: 5-0

Agenda Item #7494

Discussion with Action: Approve the Special Event Permit application for the Salvation Army to host Family Fun Night, closing the section of Church Street adjacent to their property (Sixth Street to end of Salvation Army Property), on the following Tuesdays; July 26th, 2022 and August 2nd, 2023, from 3 p.m. to 9 p.m., including setup and takedown. Public Safety notification required the day of the road closings. Insurance, listing the Town as additionally insured, to be provided at least one month prior to each event.

Background: *(special event permit on file at Town Clerk's Office)*

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

Agenda Item #7495

Discussion with Action: Convey foreclosed property identified as 132 EAST GRAND AVE, Parcel Number 00303-00004-00009 to owners of record GAGLIARDI VINCENT L & SUSAN C, for the total amount of \$36,397.95 in outstanding taxes and accumulated interest, due on the effective date of conveyance, including FY18, FY19, FY20, FY21 and estimated taxes for FY22, plus any legal costs incurred by the Town of Old Orchard Beach.

Background: *(see attached tax statement)*

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0

PARCEL: 00303-00004-00009

LOCATION: 132 EAST GRAND AV

OWNER:
GAGLIARDI VINCENT L & SUSAN C
P O BOX 633
SANDOWN NH 03873

STATUS:
SQUARE FEET 8,829
LAND VALUATION 261,300
BUILDING VALUATION 162,400
EXEMPTIONS 0
TAXABLE VALUATION 423,700
INTEREST PER DIEM 5.46

LEGAL DESCRIPTION:

DEED DATE: 11/13/2000 BOOK/PAGE: 10308/0188

INTEREST DATE: 07/22/2021

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2021	RE-R	2002320				
1	RE TAX AMT		3,266.73	3,266.73	189.20	3,455.93
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
			3,276.96	3,276.96	189.20	3,466.16
2	RE TAX AMT		3,266.72	3,266.72	75.18	3,341.90
			6,543.68	6,543.68	264.38	6,808.06
2020	LIEN	90				
1	REAL ESTAT		6,567.35	6,567.35	565.16	7,132.51
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		293.46	293.46	.00	293.46
			6,922.04	6,922.04	565.16	7,487.20
			6,922.04	6,922.04	565.16	7,487.20
2019	LIEN	60				
1	REAL ESTAT		6,530.04	6,530.04	1,036.23	7,566.27
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		286.78	286.78	.00	286.78
	LIEN CERT		7.23	7.23	.00	7.23
			6,885.28	6,885.28	1,036.23	7,921.51
			6,885.28	6,885.28	1,036.23	7,921.51

Counsel Aug 2nd

PAID

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2018	LIEN	58				
1	REAL ESTAT		6,052.35	6,052.35	1,277.95	7,330.30
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		248.97	248.97	.00	248.97
	LIEN CERT		7.23	7.23	.00	7.23
			6,369.78	6,369.78	1,277.95	7,647.73
			6,369.78	6,369.78	1,277.95	7,647.73
GRAND TOTALS			26,720.78	26,720.78	3,143.72	29,864.50

Est. FY22 + 6,533.45
36,397.95

Agenda Item #7496

Discussion with Action: Convey foreclosed property identified as 18 ST JOHN ST, Parcel Number 00206-00024-00029 to owner of record VIOLETTE JENNIFER ETALS, for the total amount of \$38,725.84 in outstanding taxes and accumulated interest, due on the effective date of conveyance, including FY10, FY11, FY12, FY13, FY14, FY15, FY16, FY17, FY18, FY19, FY20, FY21 and estimated taxes for FY22, plus any legal costs incurred by the Town of Old Orchard Beach.

Background: *(see attached tax statement)*

Motioned by: Councilor Blow

Seconded by: Councilor Kelley w/discussion: confirming this property had unpaid taxes since FY'10.

Vote: 5-0 Interim Town Manager confirmed and also stated the property will be going up for sale.

07/29/2021 10:11 | TOWN OF OLD ORCHARD BEACH
 glaboux | Real Estate Tax Statement

| P 1
 | txtaxstm

LOCATION: 18 ST JOHN ST

OWNER:
 VIOLETTE JENNIFER ETALS
 18 ST JOHN ST
 OLD ORCHARD BEACH ME 04064-2235

STATUS:
 SQUARE FEET 4,999
 LAND VALUATION 56,200
 BUILDING VALUATION 107,600
 EXEMPTIONS 0

LEGAL DESCRIPTION:
 Book DEATH Page

TAXABLE VALUATION 163,800
 INTEREST PER DIEM 5.07

DEED DATE: 10/15/2009 BOOK/PAGE: 15741/0488 INTEREST DATE: 08/06/2021

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2021	RE-R	2006437				
1	RE TAX AMT		1,262.90	1,262.90	76.78	1,339.68
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
			1,273.13	1,273.13	76.78	1,349.91
2	RE TAX AMT		1,262.90	1,262.90	32.70	1,295.60
			2,536.03	2,536.03	109.48	2,645.51
2020	LIEN	250				
1	REAL ESTAT		2,538.90	2,538.90	227.88	2,766.78
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT. AT LIE		113.45	113.45	.00	113.45
			2,713.58	2,713.58	227.88	2,941.46
			2,713.58	2,713.58	227.88	2,941.46
2019	LIEN	183				
1	REAL ESTAT		2,490.84	2,490.84	403.45	2,894.29
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT. AT LIE		109.39	109.39	.00	109.39
	LIEN CERT		7.23	7.23	.00	7.23
			2,668.69	2,668.69	403.45	3,072.14
			2,668.69	2,668.69	403.45	3,072.14

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2018	LIEN	212	2,290.63	2,290.63	490.26	2,780.89
1	REAL ESTAT		7.23	7.23	.00	7.23
	MAIL		3.00	3.00	.00	3.00
	30 DAY FEE		51.00	51.00	.00	51.00
	LIEN COST		94.23	94.23	.00	94.23
	INT.AT LIE		7.23	7.23	.00	7.23
	LIEN CERT					
			2,453.32	2,453.32	490.26	2,943.58
			2,453.32	2,453.32	490.26	2,943.58

2017	LIEN	215	2,162.85	2,162.85	625.92	2,788.77
1	REAL ESTAT		7.23	7.23	.00	7.23
	MAIL		3.00	3.00	.00	3.00
	30 DAY FEE		51.00	51.00	.00	51.00
	LIEN COST		80.68	80.68	.00	80.68
	INT.AT LIE		7.23	7.23	.00	7.23
	LIEN CERT					
			2,311.99	2,311.99	625.92	2,937.91
			2,311.99	2,311.99	625.92	2,937.91

2016	LIEN	224	2,178.33	2,178.33	773.27	2,951.60
1	REAL ESTAT		7.23	7.23	.00	7.23
	MAIL		3.00	3.00	.00	3.00
	30 DAY FEE		51.00	51.00	.00	51.00
	LIEN COST		87.31	87.31	.00	87.31
	INT.AT LIE		7.23	7.23	.00	7.23
	LIEN CERT		7.23	7.23	.00	7.23
			2,341.33	2,341.33	773.27	3,114.60
			2,341.33	2,341.33	773.27	3,114.60

2015	LIEN	234	2,135.28	2,135.28	906.23	3,041.51
1	REAL ESTAT		3.00	3.00	.00	3.00
	30 DAY FEE		7.23	7.23	.00	7.23
	MAIL		51.00	51.00	.00	51.00
	LIEN COST		87.84	87.84	.00	87.84
	INT.AT LIE		7.23	7.23	.00	7.23
	LIEN CERT		7.23	7.23	.00	7.23
			2,298.81	2,298.81	906.23	3,205.04
			2,298.81	2,298.81	906.23	3,205.04

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2014	LIEN	235				
1	REAL ESTAT		1,996.86	1,996.86	989.18	2,986.04
	30 DAY FEE		3.00	3.00	.00	3.00
	MAIL		7.23	7.23	.00	7.23
	LIEN COST		51.00	51.00	.00	51.00
	INT. AT LIE		79.85	79.85	.00	79.85
	LIEN CERT		7.23	7.23	.00	7.23
	LIEN CERT		14.46	14.46	.00	14.46
			2,159.63	2,159.63	989.18	3,148.81
			2,159.63	2,159.63	989.18	3,148.81
2013	LIEN	246				
1	REAL ESTAT		2,029.44	2,029.44	1,145.82	3,175.26
	MAIL		6.83	6.83	.00	6.83
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		39.00	39.00	.00	39.00
	INT. AT LIE		81.34	81.34	.00	81.34
	DISC XTRA		6.00	6.00	.00	6.00
	LIEN CERT		6.86	6.86	.00	6.86
			2,172.47	2,172.47	1,145.82	3,318.29
			2,172.47	2,172.47	1,145.82	3,318.29
2012	LIEN	291				
1	REAL ESTAT		2,056.90	2,056.90	1,300.58	3,357.48
	30 DAY FEE		3.00	3.00	.00	3.00
	MAIL		6.26	6.26	.00	6.26
	LIEN COST		39.00	39.00	.00	39.00
	INT. AT LIE		91.12	91.12	.00	91.12
	LIEN CERT		13.72	13.72	.00	13.72
	DISC XTRA		6.00	6.00	.00	6.00
			2,216.00	2,216.00	1,300.58	3,516.58
			2,216.00	2,216.00	1,300.58	3,516.58
2011	LIEN	20117268				
1	REAL ESTAT		2,085.04	2,085.04	1,469.52	3,554.56
	30 DAY FEE		3.00	3.00	.00	3.00
	MAIL		6.26	6.26	.00	6.26
	LIEN COST		39.00	39.00	.00	39.00
	INT. AT LIE		88.77	88.77	.00	88.77
	CERTIFIED		6.26	6.26	.00	6.26
			2,228.33	2,228.33	1,469.52	3,697.85
			2,228.33	2,228.33	1,469.52	3,697.85

YEAR TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2010	LIEN	70			
1	REAL ESTAT	890.92	890.92	688.23	1,579.15
	MAIL	6.26	6.26	.00	6.26
	30 DAY FEE	3.00	3.00	.00	3.00
	LIEN COST	39.00	39.00	.00	39.00
	INT AT LIB	24.60	24.60	.00	24.60
	CERTIFIED	6.26	6.26	.00	6.26
		970.04	970.04	688.23	1,658.27
		970.04	970.04	688.23	1,658.27

GRAND TOTALS 27,070.22 27,070.22 9,129.82 36,200.04

EST. 2,525.80
 FY22
 38,725.84

Agenda Item #7497

Discussion with Action: Approve the Municipal Station Agreement between the National Railroad Passenger Corporation (Amtrak), Northern New England Passenger Rail Authority (NNEPRA) and the Town of Old Orchard Beach for the use, operation, repair and maintenance of the Train Station Facility in Old Orchard Beach for the Downeaster seasonal train service.

Background: *(see attached memo and agreement)*

Motioned by: Councilor Blow

Seconded by: Councilor Reid

Vote: 5-0



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

July 30, 2021

TO: Town Council
FROM: Diana H. Asanza, Interim Town Manager
RE: NNEPRA Agreement

The current Municipal Station Agreement between Amtrak, Northern New England Passenger Rail Authority (NNEPRA), and the Town is a 20 year agreement that expired June 5, 2021. There are no significant changes in the new agreement other than the following:

***Charges.** The 2002 version included contributions from NNEPRA for the cost of construction of the station and did not include any other charges/fees. The 2021 version specifically notes that there are no charges to AMRAK, NNEPRA and its customers for the use of the station, and includes a requirement that the Town must provide electricity free of charge for the ticket machine and the passenger information display system which is currently being done.

* **OOB Insurance.** The requirements are substantially the same, although the 2002 requires that the Town name an additional insured- the Portland Terminal Company – an entity not named in the 2021 version. I will update the Town's insurance to reflect this change.

* **NNEPRA Master Insurance Agreement.** The 2002 version required NNEPRA to obtain insurance under a master insurance agreement, the 2021 version specifically notes that the prior agreement is obsolete and contains no additional requirement although the sub-sublease makes reference to other NNEPRA insurance obligations.

* **Term.** The 2002 version was for a period of 20 years; the 2021 version contains no specific term but is in effect for as long as OOB is a regularly scheduled, season stop on some or all Downeaster trains.

* **Rent and cost of master insurance.** Under the 2002 version the Town paid rent to the railroad for the railroad lease and the ridership share of NNEPRA's insurance; the 2021 version changes those obligations to NNEPRA.

Legal Counsel has reviewed the agreement and has no concerns with these changes.

Sincerely,

Diana H. Asanza

Old Orchard Beach Town Council

MUNICIPAL STATION AGREEMENT OLD ORCHARD BEACH, MAINE

This Municipal Station Agreement is made and effective as of _____, 2021, by and among National Railroad Passenger Corporation ("Amtrak"), Northern New England Passenger Rail Authority ("NNEPRA"), and the Town of Old Orchard Beach, Maine ("Municipality").

WHEREAS, Amtrak operates the Downeaster intercity rail passenger service between Brunswick, Maine, and Boston, Massachusetts, pursuant to an Agreement for the Provision of Rail Passenger Service between Amtrak and NNEPRA dated December 2, 1996, as amended (as that agreement in the future may be further amended and/or replaced by a new agreement for the provision of rail passenger service) (the "Service Agreement");

WHEREAS, the Downeaster stops, on a seasonal basis, at the Station Platform (defined below) in Old Orchard Beach, Maine;

WHEREAS, Amtrak, NNEPRA, and Municipality desire to enter into this Agreement to set forth the terms and conditions governing, amongst other items, the use, operation, repair, and maintenance of the Station Facility (defined below) in Old Orchard Beach, Maine; and

WHEREAS, the parties wish to terminate and replace the existing Municipal Station Agreement between NNEPRA and Municipality dated June 5, 2002 (the "2002 Municipal Station Agreement"), and the separate existing letter agreement between Amtrak and Municipality dated April 24, 2002 (the "2002 Amtrak Letter Agreement"), with this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Amtrak, NNEPRA, and Municipality do hereby agree as follows:

1. Definitions. As used in this Agreement:

"ADA" means the Americans with Disabilities Act of 1990, as amended, including all implementing regulations.

"Agreement" means this Municipal Station Agreement.

"Downeaster" means the Downeaster intercity rail passenger service operated by Amtrak pursuant to the Service Agreement.

"Land" means the land located in Old Orchard Beach, Maine, owned by, and leased from, Railroad (defined below) on which the Station Platform is located. The Land is depicted in Exhibit A hereto.

"Maine DOT" means the Maine Department of Transportation.

"PIDS" means the passenger information display system, owned by NNEPRA and located at the Station Facility, that is the subject of Subsection 2(l), below.

"Railroad" means Boston and Maine Corporation and Springfield Terminal Railway Company and their respective successors and assigns.

"Station Facility" means (i) the Station Platform and related improvements located on (or immediately adjacent to) the Land, and (ii) the three walkways and related improvements connecting the Station Platform with the adjacent public sidewalk on the easterly side of First Street. Photographs of the Station Facility are attached as Exhibit B hereto. An aerial photograph of the Station Facility and the surrounding area is attached as Exhibit C hereto.

"Station Platform" means the railroad platform located at the Station Facility in Old Orchard Beach, Maine, located on the Land, that is used by Downeaster trains for the purpose of receiving and discharging passengers. The Station Platform consists of two sections: (i) a high-level platform, which is accessible by stairs and by an ADA-compliant ramp, and (ii) a low-level platform extending approximately 165 feet from the bottom of the stairs leading to the high-level platform. The track sides of both the high-level platform and the low-level platform are bordered with a tactile strip. The Station Platform also includes (i) fencing, (ii) a canopy (with lighting) over the high-level platform and part of the low-level platform, and (iii) light fixtures along the remainder of the low-level platform.

"Ticket Machine" means the automated ticket machine for the sale of Downeaster tickets that is the subject of Subsection 2(k), below.

2. Station Facility.

(a) Ownership. Municipality owns the Station Facility. Municipality shall not transfer ownership of the Station Platform or any other element of the Station Facility without NNEPRA's and Amtrak's prior written consent.

(b) Use. Municipality hereby agrees, for so long as this Agreement is in effect, to make the Station Facility available for use by Amtrak and its employees, contractors, invitees, and passengers on all days when the Downeaster is scheduled to stop at the Station Platform. Limitations on such use resulting from causes beyond Municipality's control, including limitations on such use reasonably required to mitigate the spread of

infectious diseases or mandated by declared national or state emergencies, shall not be deemed to be a breach of this Agreement.

(c) Operation and Maintenance. Municipality shall operate, repair, and maintain, or shall enter into one or more agreements with third parties to operate, repair and maintain, the Station Facility at no cost to Amtrak or NNEPRA. Such operation, repair, and maintenance shall include regular cleaning of the Station Facility (so that the Station Facility is at all times in a clean, neat, and safe condition) and snow removal on all days when the Downeaster is scheduled to stop at the Station Platform. Snow removal shall be conducted in a safe manner that ensures that snow is not moved onto Railroad's track(s) or right-of-way and does not cause interference with Amtrak's operations at the Station Facility.

(d) Additions, Removals, Alterations, and Modifications. Municipality may not add to, remove, alter, or modify the Station Facility or any element of the Station Facility without Amtrak's and NNEPRA's prior written consent.

(e) Compliance With Law.

(i) Generally. All elements of the Station Facility shall, in their construction, renovation, operation, repair, maintenance, cleaning, and replacement by Municipality, meet all applicable requirements imposed by federal, state, and local laws, regulations, and ordinances.

(ii) ADA Compliance. Municipality is solely responsible for ensuring that the Station Facility complies at all times with the ADA, and neither Amtrak nor NNEPRA is responsible for ensuring such compliance. If either Amtrak or NNEPRA receives an ADA-related complaint about the Station Facility, it shall forward the complaint to Municipality, and Municipality shall be responsible for resolving the complaint and curing any ADA deficiency.

(f) Amtrak Station Program and Planning Guidelines. Municipality has been provided with a copy of Amtrak's Station Program and Planning Guidelines. To the extent that all or portions of these guidelines apply to the Station Facility, Municipality shall use its best efforts to comply with the applicable guidelines.

(g) Security. Municipality, at Municipality's cost and in Municipality's reasonable discretion, shall be solely responsible for the physical security (e.g., fencing, police, and fire protection) of the Station Facility.

(h) No Charge for Use. The Station Facility shall be available for use by Amtrak and its passengers without charge to NNEPRA, Amtrak, or its passengers.

(i) Open for Passengers. Municipality shall ensure that the Station Facility is always available for use by Amtrak and its passengers, without charge, on all days when the Downeaster is scheduled to stop at the Station Platform.

(j) Other Access. Amtrak, NNEPRA, and their respective employees, contractors, agents, and invitees may access the Station Facility at any time.

(k) Ticket Machine. The Ticket Machine, which has been provided by Amtrak and NNEPRA for the sale of Downeaster tickets, is located in the Old Orchard Beach Information Center, which is owned and operated by the Old Orchard Beach Chamber of Commerce. Municipality shall be responsible for ensuring that space continues to be available for the Ticket Machine (or its replacement), at no charge to Amtrak or NNEPRA, either in its current location or in another location acceptable to Amtrak and NNEPRA. Amtrak is responsible for the operation and maintenance of the Ticket Machine (or its replacement); provided, however, that the electrical and data connections required for the Ticket Machine (or its replacement) to operate, as well as the electricity required for the Ticket Machine (or its replacement) to operate, shall be provided, at no charge to Amtrak or NNEPRA, by Municipality or the Old Orchard Beach Chamber of Commerce. Amtrak or NNEPRA (with Amtrak's prior approval) may remove or replace the Ticket Machine (or its replacement) at any time, without liability to Municipality.

(l) Passenger Information Display System. There is a PIDS, owned by NNEPRA, located at the Station Facility. Municipality shall be responsible for ensuring that space continues to be available at the Station Facility for the PIDS, at no charge to Amtrak or NNEPRA, either in its current location or in another location acceptable to Amtrak and NNEPRA and in compliance with all applicable laws, including the ADA. Municipality shall provide, at no charge to NNEPRA or Amtrak, the electricity required for the PIDS to operate. NNEPRA, with thirty (30) days prior written notice to Amtrak, may remove or replace the PIDS at any time without liability to Municipality.

3. Lease of Land for Station Platform.

(a) Lease Arrangement. Railroad presently owns the Land. Maine DOT leases the Land from Railroad pursuant to a lease dated June 3, 2002; NNEPRA subleases the Land from Maine DOT pursuant to a sublease dated June 4, 2002; and Municipality sub-subleases the Land from NNEPRA pursuant to a sub-sublease dated June 5, 2002. In the event this lease/sublease/sub-sublease arrangement terminates, or in the event of any breach of this arrangement by either NNEPRA or Municipality, the Downeaster's seasonal intermediate station stop in Old Orchard Beach, Maine, may be suspended or terminated by Amtrak (in the event of termination of, or a breach by, NNEPRA or Municipality) or by NNEPRA (in the event of termination of, or a breach by, Municipality), in addition to such other rights and remedies that Amtrak and NNEPRA may each have under this Agreement and under applicable law.

(b) Lease Requirements. In addition to the requirements set forth elsewhere in this Agreement, Municipality also shall operate, repair, and maintain the Station Platform in compliance with the terms and conditions contained in the lease, the sublease, and the sub-sublease.

4. Parking. Municipality shall make municipal parking that is located in the general vicinity of the Station Facility available to Amtrak passengers on a basis that is at least equal to the basis upon which such parking is made available to the general public.

5. Downeaster Service.

(a) Old Orchard Beach Station Stop. Subject to the terms and conditions of this Agreement and subparagraphs (b) and (c) of this paragraph, for so long as the Station Facility is in compliance with applicable laws, and for so long as NNEPRA funds the service as provided in the Service Agreement and so directs, Amtrak shall include Old Orchard Beach, Maine, as a regularly-scheduled, seasonal intermediate station stop for some or all Downeaster trains.

(b) Schedules and Frequencies. Downeaster schedules and frequencies shall be determined by NNEPRA and Amtrak.

(c) Contingencies Associated With Continued Downeaster Operations. Municipality acknowledges that the continued operation of the Downeaster is contingent on numerous factors, including, without limitation, Amtrak's continued ability (legal, fiscal, and otherwise) to operate the Downeaster, as well as the continued availability of funds to permit NNEPRA to support the operation of the Downeaster. Municipality acknowledges that Municipality, and third parties having agreements with Municipality pertaining to the Station Facility, shall have no rights or remedies against Amtrak or NNEPRA in the event that the operation of the Downeaster is reduced, suspended, or discontinued for any reason or in the event that Downeaster trains no longer stop in Old Orchard Beach, Maine.

6. Insurance. Municipality shall procure and maintain, at no cost to Amtrak or NNEPRA, insurance satisfactory to both Amtrak and NNEPRA, which shall include Amtrak, NNEPRA, and Railroad as additional insureds, covering liability for injury to or death of any person (including but not limited to passengers) and damage to or loss of property arising out of or in connection with the construction, renovation, alteration, modification, operation, repair, maintenance, cleaning, and replacement of the Station Facility. Municipality shall provide certificates of such insurance by the effective date of this Agreement and thereafter upon request.

7. Contractors.

(a) Insurance. Each contract and/or subcontract with contractors that will be operating any element of the Station Facility or that will be working or providing a service at the Station Facility, including any food and beverage contractors, shall require that the contractor/subcontractor procure and maintain insurance satisfactory to both Amtrak and NNEPRA, including Amtrak, NNEPRA, and Railroad as additional insureds, covering liability arising out of or in connection with the acts and omissions of the contractor/subcontractor.

(b) Indemnity. Municipality agrees to obtain the following indemnity in favor of Amtrak, NNEPRA, and Railroad from each of Municipality's contractors performing work or providing services at the Station Facility:

"Contractor shall defend, indemnify, and hold harmless National Railroad Passenger Corporation ("Amtrak"), Northern New England Passenger Rail Authority ("NNEPRA"), Springfield Terminal Railway Company ("ST"), and Boston and Maine Corporation ("BMC"), and their respective officers, directors, employees, and agents, regardless of any negligence, whether in whole or in part by any of them, from and against any and all claims, actions, proceedings, costs or expenses (including but not limited to court costs, attorneys' fees and expenses, settlements, judgments or otherwise) arising directly or indirectly out of the service provided at the Station Facility by contractor for:

- i) injury to or death of any person whatsoever (including but not limited to (a) employees of Amtrak, NNEPRA, ST, BMC, and contractor, and (b) passengers);
- ii) damage to or loss of any property whatsoever (including but not limited to (a) property of Amtrak, NNEPRA, ST, BMC, and contractor, and (b) property of passengers); or
- iii) breach of or errors, acts, or omissions relating to any obligation of contractor."

8. Miscellaneous.

(a) Term. Unless earlier terminated as provided for in this Agreement, this Agreement shall remain in effect so long as Old Orchard Beach, Maine, is a regularly-scheduled, seasonal intermediate station stop on some or all Downeaster trains. In the event the Service Agreement expires (and is not replaced by a new agreement for the provision of rail passenger service) or is earlier terminated, this Agreement also shall terminate.

(b) Remedies. In the event of a failure by Municipality to abide by any of its obligations under this Agreement, the Downeaster's seasonal intermediate station stop in Old Orchard Beach, Maine, may be suspended or terminated (in addition to such other rights and remedies that Amtrak and/or NNEPRA may have under this Agreement and under applicable law).

(c) Notice. Any notice or other communication in connection with this Agreement shall be in writing. Such notices shall be delivered by certified mail or by Federal Express (or a similar overnight delivery carrier) to the addresses set forth below:

To Amtrak:

National Railroad Passenger Corporation
30th Street Station
5th Floor SW
Philadelphia, Pennsylvania 19104
Attention: Director of Real Estate

With a copy to:

National Railroad Passenger Corporation
1 Massachusetts Avenue, N.W.
Washington, D.C. 20001
Attention: General Counsel

To NNEPRA:

Executive Director
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite 104
Portland, Maine 04101-4631

To Municipality:

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

(d) Assignment. Municipality shall not assign this Agreement, or any of Municipality's rights or obligations under this Agreement, without the prior written consent of both Amtrak and NNEPRA.

(e) Amendment. This Agreement may be modified or amended only by means of a writing signed by all of the parties hereto.

(f) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maine (without regard to conflicts-of-laws principles that would require the application of any other law).

(g) Forum Selection. Each party agrees that any dispute arising under or related to this Agreement shall be litigated in the United States District Court for the District of Maine. If that court lacks jurisdiction over the dispute, then the dispute shall be litigated in Maine state court.

(h) Certain Former Agreements Replaced. This Agreement replaces and supersedes the 2002 Municipal Station Agreement and the 2002 Amtrak Letter Agreement. As of the date hereof, the 2002 Municipal Station Agreement and the 2002 Amtrak Letter Agreement both are hereby terminated and are of no further force or effect.

(i) Sub-Sublease. This Agreement does not replace or supersede the sub-sublease between NNEPRA and Municipality, dated June 5, 2002, for the Land. The sub-sublease remains in full force and effect, subject, however, to the amendment to the sub-sublease that is being entered into contemporaneously with this Agreement.

(j) Former Master Insurance Agreement. The former Master Insurance Agreement, dated as of June 1, 2001, to which NNEPRA and Municipality were parties, is obsolete and is of no further force or effect.

(k) Execution. This Agreement may be executed in multiple counterparts, and by each of the parties in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by electronic mail file attachment of any executed counterpart of this Agreement shall be deemed the equivalent of the delivery of the original executed instrument.

(l) Service Agreement. In the event that Amtrak and NNEPRA's obligations under this Agreement conflict with the terms of the Service Agreement, such obligations shall be governed by the terms of the Service Agreement.

[signature page follows]

IN WITNESS WHEREOF, Amtrak, NNEPRA, and Municipality have caused this Agreement to be executed as of the date first above written.

NATIONAL RAILROAD
PASSENGER CORPORATION

By: _____
Print Name: _____
Title: _____

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

By: _____
Print Name: _____
Title: _____

TOWN OF OLD ORCHARD BEACH, MAINE

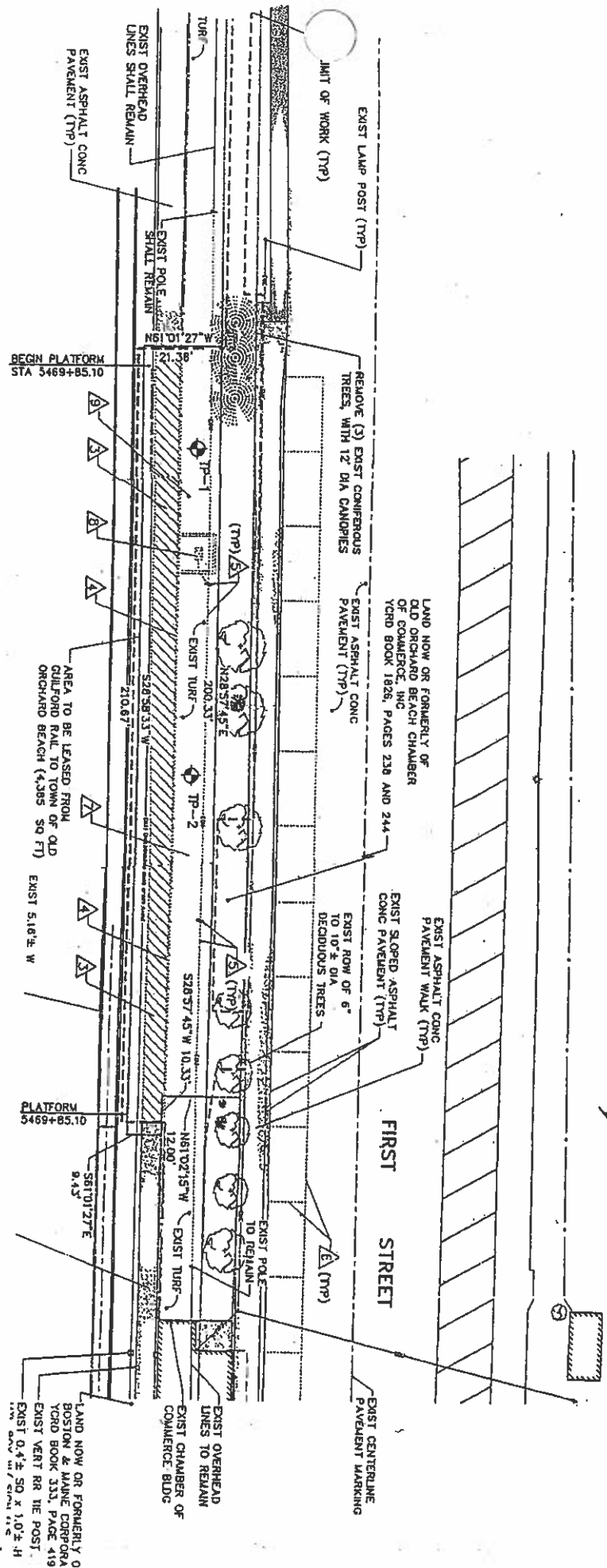
By: _____
Print Name: _____
Title: _____

EXHIBIT A

Depiction of the Land

[exhibit follows this cover sheet]

Exhibit A



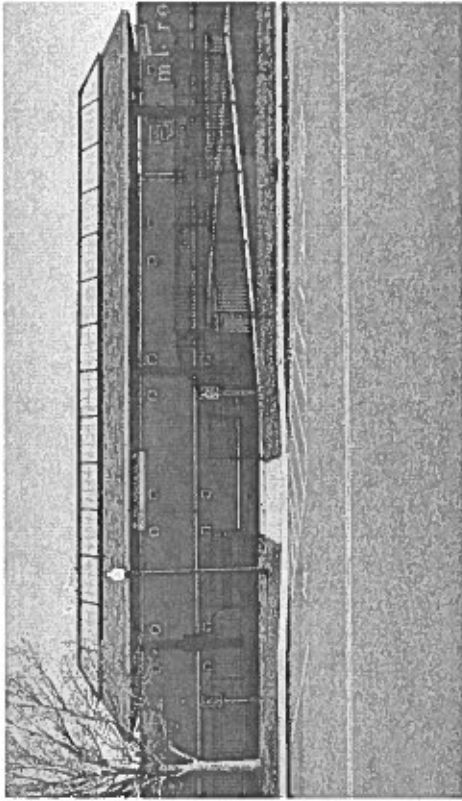
1 EXISTING CONDITIONS/REMOVALS SITE PLAN
SCALE: 1"=20'

1" = 40'

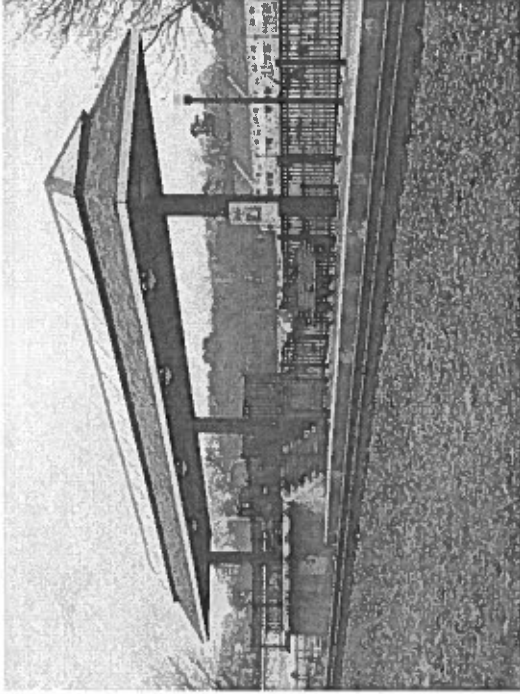
EXHIBIT B

Photographs of the Station Facility

[exhibit follows this cover sheet]



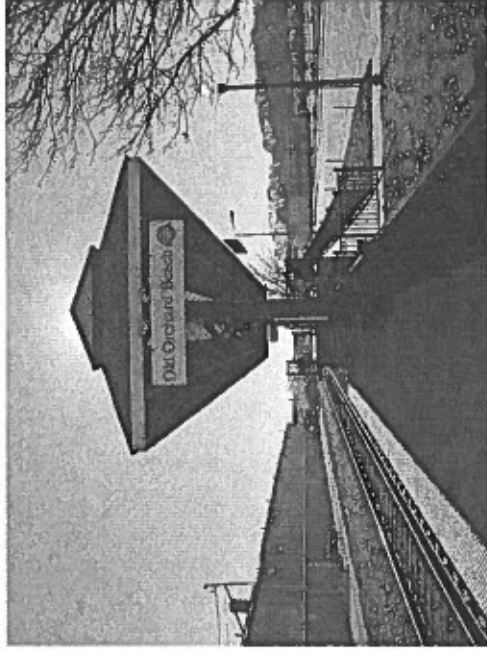
Front of Platform — North Facing



Rear of Platform — looking from NE



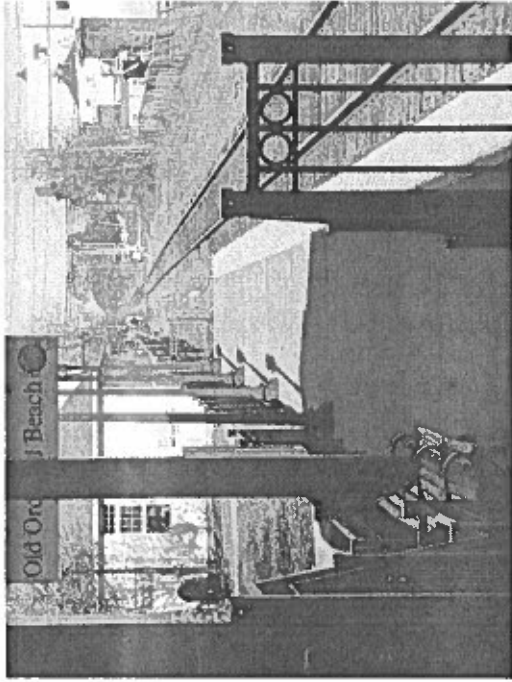
Westside



Eastside

Old Orchard Beach Platform — 11 First Street, Old Orchard, ME 04064

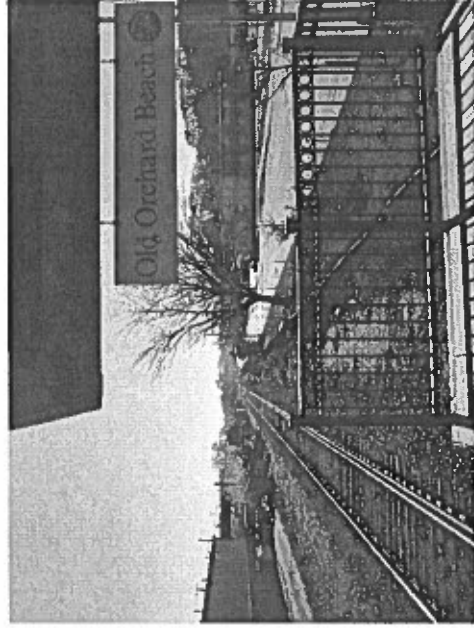
OLD ORCHARD BEACH —ORB



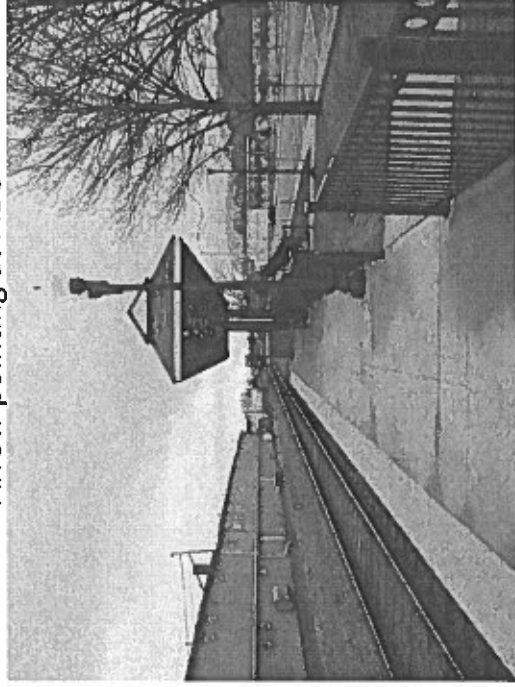
Looking East from Hi Platform



Looking East from West end of Hi
Arrow pointing at PIDS



Looking West from Hi Platform



Looking West from East end of Low
Old Orchard Beach Platform—11 First Street, Old Orchard, ME 04064

EXHIBIT C

Aerial Photograph of the Station Facility and Surrounding Area

[exhibit follows this cover sheet]

Exhibit C – Old Orchard Beach (ORB) - Aerial View



**First Amendment to Municipal Sub-Sublease
Old Orchard Beach, Maine**

This First Amendment (this "Amendment"), dated as of _____, 2021, amends the Municipal Sub-Sublease dated as of June 5, 2002 (the "Sub-Sublease"), between Northern New England Passenger Rail Authority ("NNEPRA") and the Town of Old Orchard Beach ("Municipality").

WHEREAS, the Sub-Sublease is for the land on which the passenger rail station platform in Old Orchard Beach, Maine, is located;

WHEREAS, the Sub-Sublease was entered into before the station platform was constructed and placed into use;

WHEREAS, since the time the Sub-Sublease was entered into, NNEPRA has assumed certain costs that, under the Sub-Sublease, initially were borne by Municipality; and

WHEREAS, the parties wish to amend the Sub-Sublease accordingly and to update the addresses in the notice provision of the Sub-Sublease;

NOW, THEREFORE, NNEPRA and Municipality agree as follows:

1. Notwithstanding Section 3(a) of the Sub-Sublease, NNEPRA hereafter shall pay the base rent and additional rent owed to Railroad under the Platform Lease. Municipality is not obligated to reimburse NNEPRA for these payments (or for any such payments made by NNEPRA before the date of this Amendment). Municipality shall continue to pay all charges for utilities furnished to the Leased Premises in connection with the maintenance and operation of the improvements constructed thereon.
2. Notwithstanding Section 3(b)(i) and the first sentence of Section 10(a) of the Sub-Sublease, Municipality hereafter shall not be required to pay NNEPRA any share of the periodic premiums payable for the commercial general liability coverage described in Section 5(A) of the Platform Lease. To the extent that Municipality has not heretofore paid NNEPRA a share of such premiums, NNEPRA waives any claim against Municipality for such share.
3. The addresses for notices to the parties under Section 12 of the Sub-Sublease are as follows:

If to NNEPRA:

Executive Director
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite 104
Portland, Maine 04101

If to Municipality:

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

4. All provisions of the Sub-Sublease shall remain in effect except to the extent that they may conflict with the provisions of this Amendment, in which case the provisions of this Amendment shall control.

[signature page follows]

IN WITNESS WHEREOF, NNEPRA and Municipality have caused this Amendment to be executed as of the date first above written.

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

By: _____
Print Name: _____
Title: _____

TOWN OF OLD ORCHARD BEACH, MAINE

By: _____
Print Name: _____
Title: _____

Agenda Item #7498

Discussion with Action: Designate the Town Manager as the voting representative for Maine Municipal Association (MMA) Annual Business meetings to vote for the Town of Old Orchard Beach for MMA Candidates.

Background: *(see attached voting instructions & candidate information)*

Motioned by: Councilor Kelley

Seconded by: Councilor Reid

Vote: 5-0



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: David Barrett, Interim MMA Executive Director
(Director, MMA Personnel Services & Labor Relations)

DATE: July 12, 2021

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

Deadline: Friday, August 20, 2021 by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote in the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying for and interested in serving as the MMA Vice President and on the MMA Executive Committee. The MMA Nominating Committee completed its task in May and put forth the 2022 Proposed Slate of Nominees to member municipalities.

Petition Process – As part of the May mailing, information was also provided on the MMA Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was Friday, July 9, by 4:30 pm. There were no municipal officials nominated by petition.

It is now time for each member municipality to cast its official vote.

Election Process – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 20, 2021. We have enclosed a self-addressed self-stamped envelope for your convenience. MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President James Gardner, Jr., Town Manager, Town of Easton.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Monday, August 23. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held and live broadcasted on Thursday, September 30, at 11:00 a.m. Newly elected Executive Committee members will be introduced at the MMA Awards Luncheon as well as the MMA Annual Business Meeting and will officially take office on January 1, 2022.

If you have any questions on the Election Process, please contact me or Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at tchavarie@memun.org. Thank you.

**MAINE MUNICIPAL ASSOCIATION
BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2022 EXECUTIVE COMMITTEE**

**MMA VICE PRESIDENT
(1-Year Term)**

ELAINE ALOES (CHAIR OF SELECTBOARD, TOWN OF SOLON)

Professional & Municipal Experience:

- Chair of Selectboard, Assessor and Overseer of the Poor, Town of Solon, Maine (March 1998 – present)
- 2nd Selectman, Assessor and Overseer of the Poor, Town of Solon, Maine (March 1990 – March 1994)
- Auto Damage Appraiser, Bishop Adjustment Company (March 1990 – present)
- Budget Committee, Town of Solon (1995 – 1998)
- Owner/Operator, Mid Maine Adjustment Company (independent insurance adjusting company) (June 1987 – March 2005)
- Auto body repair businesses in Massachusetts and Maine (1972 – June 1987)
- Tax Preparer, H & R Block (1985 – 1992)
- Salesperson, Combined Insurance (health and accident insurance) (1985 – 1986)

Other Experience, Committees and Affiliations:

- Member, Somerset County Budget Committee (2001 – present); Vice Chair (2012 – 2016); Chair (2017 – present)
- Member, MMA Legislative Policy Committee (1999 – present)
- Member, MMA Executive Committee (2001 – 2003) and (Dec 2016 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2001 – 2003) and (Dec 2016 – present)
- Member, MMA Workers Compensation Fund Board of Trustees, (2001 – 2003) and (Dec 2016 – present)
- Member, MMA Strategic & Finance Committee (2002 – 2003) and (2017 – present)
- President, Somerset County Municipal Association (2001 – present)
- First Park Representative (2006 – present)
- Member, MMA Nominating Committee for Executive Committee (2011, 2012 and 2014)
- Member, Maine Municipal Association Rural/Service Center Committee (2002)
- Member, Somerset County Jail Planning Committee (2006 – 2008)
- Vice Chairman, Somerset County Charter Commission (2008 – 2010)
- Chair, Regional School Planning Committee for MSAD 74, MSAD 59, MSAD 12, MSAD 13 and several small towns (2007 – 2009)

Education:

- High school graduate, Medfield High School, Medfield, Massachusetts
- Kennebec Valley Technical College (courses in computers, accounting and supervisory management)
- Insurance Institute of America (Introduction to Claims)
- State of Maine (four part Property Tax Assessment course)
- Maine Municipal Association (many workshops and training on a wide variety of municipal topics such as budget preparation, finance management, personnel issues, right to know, town meetings, assessing)
- Maine Local Roads Center (variety of workshops on road issues and maintenance)

Awards and Certifications:

- State of Maine, All Lines Adjuster
- Maine Roads Scholar – Maine Local Roads (completed ten required road related workshops to earn award)

MMA EXECUTIVE COMMITTEE MEMBERS
(3-Year Terms)

DAVID CYR (TOWN MANAGER, TOWN OF FRENCHVILLE)

Professional & Municipal Experience:

- Town Manager, Town of Frenchville (2021 – present)
- Town Manager, Town of Mars Hill (2014 – 2020)
- Resident Project Representative, NicCait Construction Services, Presque Isle
- Construction Engineer, Soderberg Construction, Caribou
- Engineer, Criterium Brown Engineers, Washburn
- Public Works Director, Town of Fort Kent
- Project Engineer, Civil Engineering Services, Brewer
- Public Works Director for the Unorganized Territories, County of Aroostook, Caribou
- Project Engineer, Cianbro Corporation, Pittsfield
- Engineer/Soil Technician, Brescia Construction/Caribou Soils, Inc., Caribou
- Selectmen, Town of Woodland (1995 – 2004); Chairman for five years
- Firefighter 1/EMT, Caribou Fire and Ambulance, Town of Caribou (1985 – 1988)
- Firefighter 1/EMT, Budd Lake Volunteer Fire Company, Budd Lake, New Jersey (1983 – 1984)

Other Experience, Committees and Affiliations:

- Member, MMA Executive Committee (2020)
- Member, MMA Property & Casualty Pool Board of Directors (2020)
- Member, MMA Workers Compensation Fund Board of Trustees, (2020)
- Member, MMA Strategic & Finance Committee (2020)
- Member, Aroostook Municipal Association (2014 – present); Treasurer (2017); Secretary (2017 – 2019); Vice Chair (2019 – 2020)
- Board Member, Northern Maine Development Commission Executive Committee (2014 - present), Chair (2016-2018); NMDC Revolving Loan Committee (2014 – present), Chair since 2016; NMDC Treasurer (2017); NMDC Finance & Audit Committee; Chairperson (2018 - present)
- President, Mars Hill Rotary Club (July 2016 – June 2020)
- Assistant Chief of Stadium, US Ski and Snowboard Association Supertour competition, Presque Isle (2019)
- Volunteer, Cross Country Ski Trail Groomer at Woodland Community Trails
- Volunteer, Biathlon World Cup Competitions in Presque Isle; Assistant Chief of Stadium (2016)
- Board Member, Northern Maine Solid Waste Management Committee, (1992 – 2000); Chairman (1999 – 2000)
- Member, MDOT Regional Transportation Advisory Committee (1997 – 2002); Chair (1999 – 2000)
- Member, Public Advisory Committee, MDOT Aroostook County Transportation Study
- Board Member, Maine Chapter of the American Public Works Association (1998 – 2000); Secretary (1999); Treasurer (2000)

Education:

- Bachelor of Mechanical Engineering Technology, University of Maine at Orono

Awards and Certifications:

- State of Maine State Board of Registration for Professional Engineers
- Maine Municipal Certified Assessor
- Maine Department of Transportation Local Roads Center “Road Scholar”
- Graduate, Rotary Leadership Institute, Rotary District 7810
- State of Maine Class A Commercial Driver’s License with Hazardous Materials Endorsement

MELISSA DOANE (TOWN MANAGER, TOWN OF BRADLEY)

Professional & Municipal Experience:

- Town Manager, Clerk, Treasurer, Tax Collector, General Assistance Administrator, Registrar of Voters and Road Commissions, Town of Bradley, Maine (2005 – present)
- Membership Coordinator, GrowSmart of Maine (2016 – 2020)
- Secretary/Administrative Assistant, Roy Associates, CPAs (2004 – 2005)
- Administrative Assistant/Town Agent, Town of Bradley, Maine (1998 – 2004)
- Coor, Clinical Operations/Secretary/Patient Accounts/Registrations, Neurology Associates, (1994 – 1998)
- Secretary/Receptionist, Dr. James Iannetta Medical Office (1991 – 1994)

Other Experience, Committees and Affiliations:

- Member, MMA Executive Committee (2019 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2019 – present)
- Member, MMA Workers Compensation Fund Board of Trustees, (2019 – present)
- Member, MMA Strategic & Finance Committee (2019 – present)
- Member, Executive Board, Municipal Review Committee (2021 – present)
- Member, Executive Board, Maine Town, City & County Management Association (2016 – present)
- Co-Chair Membership Committee, Maine Town, City & County Management Association (2016 – present)
- Chair, Sponsorship Committee, Maine Town, City & County Management Association (present)
- Member, Maine Town, City & County Management Association (2005 – present)
- Member, Maine Town & City Clerks Association
- Member, Maine Municipal Tax Collectors & Treasurer Association
- Member, Maine Welfare Directors Association
- President, Executive Board, Living History Museum, Maine Forest and Logging Museum

Education:

- Business Management Studies, Husson College
- Associate Degree, Business Management, Beal College
- Associate Degree, Office Management, Beal College
- Associate College Preparation, Foxcroft Academy

Awards and Certifications:

- Certified Municipal Manager, Maine Town, City & County Management Association
- Rookie of the Year Award, Maine Town, City & County Management Association (2009)
- State of Maine Notary
- State of Maine Dedimus Justice

JUSTIN POIRIER (TOWN ADMINISTRATOR, TOWN OF CHEBEAGUE ISLAND)

Professional & Municipal Experience:

- Town Administrator, Town of Chebeague Island (Nov 2020 – present)
- Urban Development Specialist, City of Auburn (July 2020 – November 2020)
- Director, Maine Revenues Services, Property Tax Division (2017 – 2020); Deputy Director (2014 – 2017)
- Member, Town of Winthrop, Planning Board (2019 – 2020)
- Member, City of Augusta, Planning Board (2013 – 2018); Chair (2017 – 2018)
- Director, Community Development Coordinator; City of Bath (2012-2014); Coordinator (2011 – 2012)
- Administrative Assistant, Board of Selectpersons, Town of Pownal (2010 – 2011)
- Administrative Coordinator, Building Services Department, Town of Belmont, MA (2007 – 2010)

(continued)



Other Experience, Committees and Affiliations:

- Member, Maine Town City and County Management Association
- Member, Maine Association of Assessing Officers
- Member, Executive Committee, Greater Portland Council of Governments (January 2021 – present)
- Member, Ecomaine Board of Directors (2010 – 2011)

Education:

- Master of Public Policy; Concentration on Public Management, Environmental Policy, University of Massachusetts Dartmouth
- Bachelor of Arts in Public management; Major in Public Management; Minor in Political Science, University of Maine in Orono

Awards and Certifications:

- Certified Maine Assessor
- Certified Community Development Block Grant Administrator

Agenda Item #7499

Discussion with Action: Approve the purchase of 3” resolution aerial imagery capture from the Maine Library of Geographic Information in the amount of \$8,500.00 from account number 20102-50809 Town Manager GIS Program Expense Account with a balance of \$45,883.34.

Background:

The Orthoimagery Program provides high-resolution aerial imagery for the State of Maine. Notice of intent is attached. This aerial photography for GIS is updated every 5 years. The last time this was done was 2017.

Details available @ [Maine Orthoimagery Program \(arcgis.com\)](http://MaineOrthoimageryProgram.arcgis.com)

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant w/discussion. Interim Town Manager Asanza stated the imagery is for the Town's GIS system. The last update was done in 2017.

Vote: 5-0



OneMAP for ME

Map it once, use it many times!

ORTHOIMAGERY PROGRAM 2017 - 2022

State Of Maine Orthoimagery Prices

York County

County	Tiled Area (SqMI)	18" Base Price	State Share	County Price for Increased Resolution		
				12"	6" L1	3" L1
York	1,376	\$74,304	\$49,531	\$39,908.95	\$185,765	\$682,501
County Share		\$24,773				

Town	County	Tile Area (sq mi)	12"	6" L1	3" L1
Acton	York	49	N/A	\$8,500	\$24,000
Alfred	York	35	N/A	\$6,000	\$17,000
Arundel	York	30	N/A	\$5,500	\$14,500
Berwick	York	45	N/A	\$8,000	\$22,000
Biddeford	York	48	N/A	\$8,500	\$26,000
Buxton	York	49	N/A	\$8,500	\$23,500
Cornish	York	27	N/A	\$5,000	\$13,500
Dayton	York	23	N/A	\$4,000	\$11,500
Eliot	York	26	N/A	\$4,500	\$13,000
Hollis	York	40	N/A	\$7,000	\$19,500
Kennebunk	York	46	N/A	\$8,000	\$26,000
Kennebunkport	York	30	N/A	\$5,500	\$28,500
Kittery	York	28	N/A	\$5,000	\$15,000
Lebanon	York	64	N/A	\$11,000	\$32,000
Limerick	York	35	N/A	\$6,000	\$17,000
Limington	York	51	N/A	\$9,000	\$25,500
Lyman	York	47	N/A	\$8,500	\$23,500
Newfield	York	40	N/A	\$7,000	\$19,500
North Berwick	York	44	N/A	\$8,000	\$22,000
Ogunquit	York	9	N/A	\$2,000	\$5,000
Old Orchard Beach	York	12	N/A	\$2,500	\$6,500
Parsonsfield	York	68	N/A	\$12,000	\$34,000
Saco	York	65	N/A	\$11,500	\$31,500
Sanford	York	58	N/A	\$10,000	\$28,500
Shapleigh	York	49	N/A	\$8,500	\$24,000
South Berwick	York	39	N/A	\$7,000	\$19,500
Waterboro	York	65	N/A	\$11,500	\$33,000
Wells	York	69	N/A	\$12,000	\$37,000
York	York	71	N/A	\$12,500	\$38,000

From: [Diana Asanza](#)
To: [Jennifer Hayes](#)
Subject: FW: Old Orchard Beach, ME 2022 Aerial Imagery Capture
Date: Tuesday, July 20, 2021 8:15:50 PM

Hi

Can you put this on the next agenda? It is for Maine GeoLibrary \$8500.

Diana

Diana H. Asanza, Interim Town Manager
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach, ME 04064
(p) 207.937.5622
(f) 207.937.5722

From: Kiedrowski, Claire <Claire.Kiedrowski@maine.gov>
Sent: Tuesday, July 20, 2021 2:49 PM
To: Diana Asanza <dasanza@oobmaine.com>
Cc: AARON WESTON <aweston@cai-tech.com>
Subject: RE: Old Orchard Beach, ME 2022 Aerial Imagery Capture

*****EXTERNAL*****

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

Excellent news, I will reach out to you mid-August. Thank you for your interest in the program!

Best wishes, Claire

Claire Kiedrowski
Executive Director
Maine Library of Geographic Information
Cell: (207) 266-7087
Claire.Kiedrowski@maine.gov

From: Diana Asanza <dasanza@oobmaine.com>
Sent: Tuesday, July 20, 2021 1:11 PM

To: Kiedrowski, Claire <Claire.Kiedrowski@maine.gov>
Cc: AARON WESTON <aweston@cai-tech.com>
Subject: RE: Old Orchard Beach, ME 2022 Aerial Imagery Capture

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Claire,

The Town would like to move forward with the 3" aerial. This will have to go before Council for approval first. The next meeting will be August 3, 2021. After it is approved I will fill out the form and send that to you.

Diana

Diana H. Asanza, Interim Town Manager
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach, ME 04064
(p) 207.937.5622
(f) 207.937.5722

From: Kiedrowski, Claire <Claire.Kiedrowski@maine.gov>
Sent: Tuesday, July 20, 2021 9:54 AM
To: Diana Asanza <dasanza@oobmaine.com>
Cc: AARON WESTON <aweston@cai-tech.com>
Subject: RE: Old Orchard Beach, ME 2022 Aerial Imagery Capture

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Dear Diana,

I have attached the pricing spreadsheet for York County. Since York County has already participated within the current program (2017-2022), municipalities within that County are eligible to purchase 3", 6", or 12" resolution imagery.

The cost for Old Orchard Beach spring imagery is:

- 3" ground sample distance, \$6500
- 6" ground sample distance, \$2500

Frequent buy-ups include re-projection, MrSID compressed image, and/or stereopairs. There are a few others which I am happy to discuss with you.

Does this answer your question or would you like to discuss further?

I look forward to hearing from you.

Best wishes, Claire

Claire Kiedrowski
Executive Director
Maine Library of Geographic Information
Cell: (207) 266-7087
Claire.Kiedrowski@maine.gov

From: Diana Asanza <dasanza@oobmaine.com>
Sent: Tuesday, July 20, 2021 9:36 AM
To: Kiedrowski, Claire <Claire.Kiedrowski@maine.gov>
Cc: AARON WESTON <aweston@cai-tech.com>
Subject: RE: Old Orchard Beach, ME 2022 Aerial Imagery Capture

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Hello Claire,

Thank you for this information. How much would 3" imagery be for the Town of OOB?

Diana

Diana H. Asanza, Interim Town Manager
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach, ME
(d) 207-937-5622
(f) 207-937-5722

From: Kiedrowski, Claire [<mailto:Claire.Kiedrowski@maine.gov>]
Sent: Thursday, July 15, 2021 1:21 PM
To: Diana Asanza <dasanza@oobmaine.com>
Cc: AARON WESTON <aweston@cai-tech.com>
Subject: RE: Old Orchard Beach, ME 2022 Aerial Imagery Capture

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Not click links or open attachments unless you recognize the sender address and know the content is safe.

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Dear Diana,

I am glad to hear that Old Orchard Beach is interested in participating in the 2022 Maine Orthoimagery Program. Details about the program can be found here: [Orthoimagery - Maine GeoLibrary](#) Pricing for communities in York County is located here: [YorkAmended.pdf \(maine.gov\)](#)

Your most basic choice is 3" or 6" imagery, and then there are a number of buy-ups, which include: stereo pairs for photogrammetric mapping (good for updating a GIS in 3D), re-projection (the ortho tiles are delivered in UTM Zone 19 meters. A GIS can re-project, but many CAD systems cannot), additional check points (not needed in my estimation), oblique imagery (best to coordinate directly with vendor who supplies obliques), tidal coordination (imagery would be collected within +/- 200 minutes of low tide), compressed image mosaic in MrSID format (this is very popular), and increased bit depth (this is useful if you have many shadows, which is typically in fall imagery – not needed in my opinion).

Attached is a Notice of Intent which will let me know what services you are interested in. Would you like to review the options over the phone or through a web meeting? I have openings tomorrow and next week. I have also included marketing literature (a little dated, same information on web).

I look forward to hearing from you and thank you for your interest in the Maine Orthoimagery Program.

Sincerely,

Claire Kiedrowski
Executive Director
Maine Library of Geographic Information
Cell: (207) 266-7087
Claire.Kiedrowski@maine.gov

From: Diana Asanza <dasanza@oobmaine.com>
Sent: Friday, July 9, 2021 4:22 PM
To: AARON WESTON <aweston@cai-tech.com>
Cc: Kiedrowski, Claire <Claire.Kiedrowski@maine.gov>
Subject: RE: Old Orchard Beach, ME 2022 Aerial Imagery Capture

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Aaron.

Hello Claire,

Please let me know if you need anything from me on this.

Diana

Diana H. Asanza, Interim Town Manager
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach, ME
(d) 207-937-5622
(f) 207-937-5722

From: Aaron Weston [<mailto:aweston@cai-tech.com>]
Sent: Friday, July 9, 2021 1:51 PM
To: Diana Asanza <dasanza@oobmaine.com>
Cc: Kiedrowski, Claire <Claire.Kiedrowski@maine.gov>
Subject: Old Orchard Beach, ME 2022 Aerial Imagery Capture

*****EXTERNAL*****

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

Hi Diana:

Via this email I am passing along your contact info to Claire Kiedrowski to let her know that the Town is interested in participating in the 2022 imagery capture through the GeoLibrary program as you did in 2017. Claire will work with you to get an MOA in place and answer any questions you may have.

Aaron

Aaron Weston

Business Development Manager

cai-tech.com



800.322.4540 x28

direct 603.761.6241



Agenda Item #7500

Discussion with Action: Accept the quote for the purchase of one Wireless IP PTZ Surveillance Camera from Setronics Security Integrators to replace existing Pier camera that is integrated into the town-wide security system in the amount of \$7,423.00 from account number 52002-50865 CIP Account Police Security Camera Equipment with a balance of \$21,304.36.

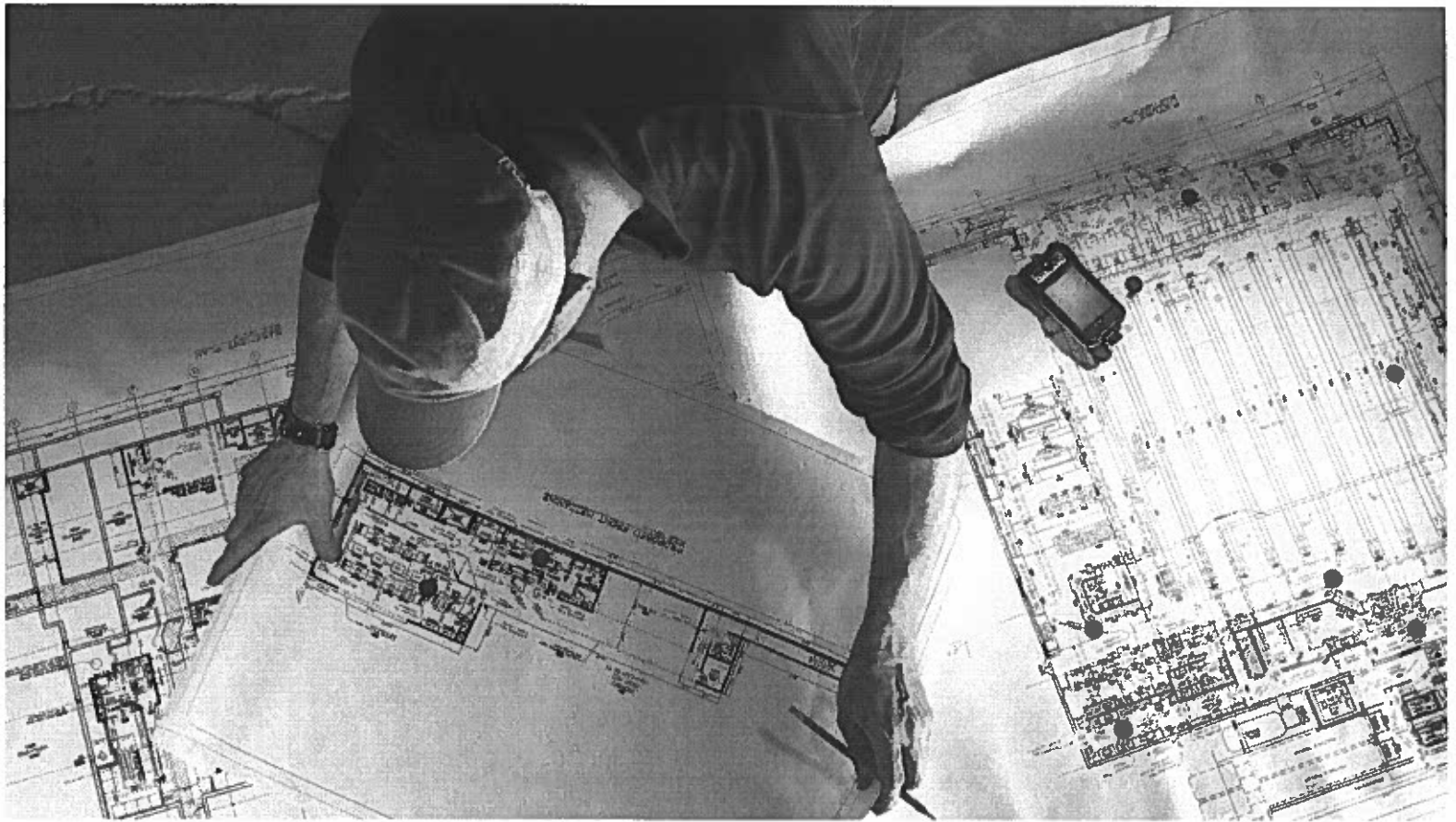
Background: *(camera details attached)*

The Pier camera is no longer functioning and a replacement is required. The Police Department has requested CIP Funds from this account to replace the camera as it is a primary camera in the Town's security system.

Motioned by:Councilor Blow

Seconded by: Councilor Kelley w/discussion. Councilor Tousignant questioned if this was a budgeted item. Interim Town Manager confirmed.

Vote: 5-0



IP PTZ Camera Replacement for the Pier

Prepared for:

Old Orchard Beach Police Department

David Hemingway
dhemingway@oobmaine.com

Prepared by:

setronics

..... security integrators

Andy Wilder
awilder@setronics.com

Wednesday, July 14, 2021

Old Orchard Beach Police Department
David Hemingway
16 E. Emerson Cummings Blvd.
Old Orchard Beach, ME 04064
dhemingway@oobmaine.com

Dear David,

Thank you for the opportunity to present the following Proposal # 21-001560.

The following detail outlines the scope of work for the sale and installation of (1) 8MP IP PTZ camera to replace the existing failed camera.

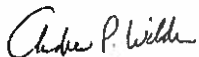
Scope of Work:

- Provide and install (1) stainless steel 8MP IP PTZ camera with 42x optical zoom, 500m adaptive IR range and associated mounting accessories.

Customer Responsibilities:

- Cable is in working condition
- Network with wireless antenna is in working condition
- Access to the roof to get to the camera

Sincerely,



Andy Wilder
Sales Executive
Setronics Corp.

COVID-19 & Other Hazardous Conditions

■ COVID-19 & Other Hazardous Conditions

In response to the COVID-19 pandemic, Setronics has implemented certain protocols to better protect the safety of our employees, customers, and others with whom we come in contact while performing installations and service at customer locations. Following guidelines issued as by the US CDC and other state regulatory authorities, all Setronics employees will arrive at customer locations wearing masks and gloves (as required).

In addition, all equipment and tooling will be sanitized for use. All Setronics employees have been directed to maintain social distancing and to monitor their personal health. Setronics employees will excuse themselves from work should they be exposed to COVID-19, develop a temperature, or experience any flu-like symptoms. Setronics is prepared to review and implement additional safety processes in response to specific customer requirements.

For the safety of all, Setronics encourages and expects all customers to require their staff and others visiting their locations to adapt these safety procedures as outlined above.

Please see Section 1.B.2. of our Terms and Conditions for information on identification of any other potentially hazardous job site conditions.

Payment Terms

■ No Deposit - NET 30 Days

This proposal is valid for thirty days. Labor charges assume regular weekday labor rates. Applicable shipping charges are not included. Customer has advised Setronics, in writing, of any special circumstances associated with completing the proposed work (e.g. hazardous materials, presence of asbestos, etc.), if applicable.

Any changes to project scope or unplanned project delays may result in additional charges for which you will be notified in advance.

Setronics shall invoice 100% of this proposal upon project completion. Terms for the final project invoice are net 30 days.

The terms and conditions of this proposal are as outlined on Exhibit A.

Signed approval of this proposal and applicable purchase order is required by Setronics to purchase materials and schedule installation resources.

Project Price

Qty	Description
1	8MP/PTZ/X42/IR/WIPER/IP67/IK10
1	BRACKET PTZ JBOX WALL MT GRAY
1	BRACKET JBPW-L POLE MT GRAY
1	BRCKT CEILING PTZ MT LONG GRAY
1	Cable, Materials and Labor

Subtotal: \$7,423.00

IP PTZ Camera Replacement for the Pier

Prepared by:

Setronics Corp.

Andy Wilder
Main Office: 978-671-5450
Mobile: 978-835-9571
Fax 978-671-5448
awilder@setronics.com

Prepared for:

Old Orchard Beach Police Department

16 E. Emerson Cummings Blvd.
Old Orchard Beach, ME 04064
David Hemingway
(207) 937-5803
dhemingway@oobmaine.com

Quote Information:

Quote #: 21-001560

Version: 1
Delivery Date: 07/14/2021
Expiration Date: 08/13/2021

Quote Summary

Description	Amount
Project Price	\$7,423.00
Total:	\$7,423.00

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Setronics Corp.

Old Orchard Beach Police Department

Signature: 

Name: Andy Wilder

Title: Sales Executive

Date: 07/14/2021

Signature: _____

Name: _____

Title: _____

Date: _____

Terms and Conditions

I. SERVICES

- A. Setronics, Inc. shall provide the following services under the Proposal.
1. Supply all materials required for performance of the proposal, purchase order, or other form of the parties' agreement(s) in compliance with all terms therein;
 2. Install products in accordance with the proposal, purchase order, or other form of agreement(s) in accordance with the scope of same, in a good and workmanlike fashion, using Setronics personnel or persons who may be arranged by Setronics on an as-needed basis;
 3. Test any systems installed and ensure that all operate in accordance with industry standards for the purposes agreed upon by the parties;
 4. Maintain a reasonably clean and safe working environment at all times, removing all debris from the job site upon completion of the work and keeping all areas reasonably neat/clean during the performance of the work.
- B. Customer shall provide the following services under the Proposal.
1. Cooperate fully with all planning and performance of the work, ensuring that Setronics and its personnel have appropriate access to all areas where work is to be performed during times and on schedules as may be reasonably agreed by Setronics for performance of work;
 2. Prior to the start of any work, inform Setronics of any and all known hazards or potential hazards in the work area that may be relevant to Setronics' performance under the Proposal, along with any other conditions that might materially affect Setronics in the performance of agreed work, wherever located and of any nature whatsoever, including but not limited to conditions of construction and orders of any local or other governmental authority.

II. PAYMENTS

Timing of invoices and related terms are as outlined in the proposal cover letter. Any invoice that is not timely paid shall be subject to interest at the rate 12% per annum, compounded monthly. Setronics reserves the right to cease all work in the event any invoice is not timely paid. If invoices for work performed or products purchased are not paid on time and in full, Setronics may institute legal proceedings to collect same, in which case Customer shall pay, in addition to prior assessments, interest at the statutory rate along with all costs and legal fees Setronics may incur to collect any amount owed.

III. INDEMNIFICATION

The Customer shall indemnify, defend and hold Setronics harmless from any claim, suit, cause of action or legal action that arises from Customer's negligent conduct; from any hazardous condition that may exist at property where services are performed by Setronics; from the failure to inform Setronics about material or hazardous conditions that it will or may encounter during performance of work; and from any breach of any condition agreed upon by the parties. This indemnification shall include but not be limited to all financial losses suffered by Setronics along with any and all costs or legal fees it may incur in connection with any matter covered by this indemnification.

IV. TERM AND TERMINATION

Work shall commence on the date and under terms agreed by the Parties as same may be specified in the proposal, purchase order, or other agreement(s), written or oral, between the parties. Work shall continue for so long as all conditions of same and of these terms/conditions are complied with.

V. VENUE AND ENFORCEMENT

Any agreement between the parties shall be subject to and enforceable under the laws of the Commonwealth of Massachusetts. All disputes under any agreement or these terms/conditions shall be settled by binding arbitration in accordance with the rules and procedures of JAMS in Boston, Massachusetts. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached by him or her and shall deliver same to each party to this Agreement along with a signed copy of the award. Costs of arbitration shall be shared equally by the parties and shall be subject to reasonable reapportionment by the arbitrator who, in the event he/she finds that Customer breached any substantive term of its agreement(s) with Setronics or the term/s conditions herein, shall require that Customer reimburse Setronics for all arbitration fees along with all costs and legal fees it may incur during the arbitration process. Nothing in this paragraph shall preclude Setronics from applying to a court of competent jurisdiction for injunctive relief in the event Setronics deems such relief necessary or appropriate.

VI. ADDITIONAL TERMS

- Failure by Setronics at any time or from time to time to enforce any of the provisions of the parties agreement(s) or these terms/conditions shall not be construed to be a waiver of such provision or of its right to thereafter enforce same.
- 6.1 Setronics shall at all times retain complete discretion and control over its business operations; workforce; and decisions as to implementation of the terms of the parties' agreement(s) and these terms/conditions.
 - 6.2 These terms and conditions shall form an integral part of the parties' agreement(s) and they along with such agreement(s) represent the entire agreement between the parties. No term, condition or agreement shall be amended, altered or changed except by written agreement signed by both parties.
 - 6.3 In the event any condition encountered during the work requires an expansion of the scope of work agreed to by the parties, or if Customer opts during the work to expand the scope, any such additional work required or desired shall be agreed upon by written change order that specifies the agreed additional work, time for performance, and price to be paid by Customer. Setronics shall not be obligated to perform any work or provide any service that is not included in the proposal, purchase order or other agreement(s) except by written change order. If any such condition makes continued performance by Setronics impracticable, or if same occurs due to a force majeure, Setronics may terminate this agreement by delivering written notice. Any amounts then owed to Setronics shall be paid upon delivery of the final invoice by Setronics.
 - 6.4 Any and all notices and other communications permitted or required to be given hereunder shall be validly given or made in writing if (a) personally delivered, (b) delivered and confirmed by telecopies or like instantaneous transmission service, (c) delivered by reputable overnight courier delivery service or (d) deposited in the United States mail, first class, postage prepaid, addressed to the Customer at the address set forth in the proposal, purchase order, or other form of agreement between the parties.
 - 6.5 Customer represents that it has read these terms/condition and fully understands all terms. It recognizes and agrees that all terms herein shall form an integral part of any and all agreement(s) between the parties, regardless of form. Customer materially represents that it will comply in good faith with all terms and conditions stated herein.

Statement from Brian LaCroix, President - Setronics Corp.

To Our Customers:

In response to the critical importance of providing security services during the COVID -19 pandemic, Setronics is classified as an essential business and has remained open during the entire period of government-enforced business closures. Setronics is committed to remaining open and supporting our customers with uninterrupted access to system sale, installation and service. Setronics has advised all employees of CDC recommended personal health and hygiene protocols and adopted CDC and other regulatory authority recommended practices to best ensure the health and safety of our employees, customers and their clients.

These practices, among others, include:

- Frequent sanitizing of all equipment and work tools
- Maintaining social distancing while performing all work
- Wearing mask & gloves at all customer locations

As guidance from the CDC and other regulatory authorities regarding best practices continues to evolve, Setronics will monitor and adopt such practices to ensure our employees perform our work safely.



Sincerely,

Brian LaCroix
President of Setronics Corp.

Agenda Item #7501

Discussion with Action: Approve the purchase of a 2021 RAM 5500 6.7L Diesel 4x4, Braun Chief XL Ambulance from Autotronics/Braun, in the amount not to exceed \$305,000.00 and a stretcher and power lift system with extended warranty from Stryker Medical in the amount not to exceed \$34,351.48 which may be reduced by grant funds, if any, received by the Town for this purpose, and the balance to be financed through a lease purchase agreement.

Background:

This will provide authorization to move forward with ordering the Ambulance because it will take approximately 9 months to build and to also enter into a lease purchase agreement in the future once the Town understands if grant funds will be awarded for this purpose

Motioned by: Councilor Kelley

Seconded by: Councilor Blow w/discussion: Councilor Blow questioned the reason for the Fire Department to request a Dodge. Fire Chief LaMontagne stated the new Fords were having issues with "smart transmissions" due to changes within the harmonic balancer. With multiple drivers utilizing the Ford ambulances there is a noticeable "hop" in transmission shift around 35mph. Chief LaMontagne stated that the change in chassis will not impact the box transfer. He noted that the vendor has it in writing that the box is transferable

Vote: 5-0

As part of our ongoing capital ambulance replacement program the Fire Department is requesting the \$34,351.48 allocated in the Fiscal Year 2022 Capital Improvement Program to lease/purchase the following:

Stryker Medical Power-Pro Stretcher (Specification Attached)-\$20,770.68

Stryker Medical Power-Pro Stretcher - 5-Year Preventive Service and Repair Agreement (Specification Attached) - \$5,272.00

Stryker Medical Power-LOAD - 6 Year Preventive Service and Repair Agreement (Specification Attached) - \$8,308.80

STRYKER Medical Lease/Purchase Total: \$34,351.48

It is worth noting that a significant cost saving was noted in the longer service and repair agreements, from STRYKER Medical, than going with the traditional year to year model. Further, with the ambulance patient compartment staying with the Fire Department, being placed on a new chassis in the future, this equipment will not be traded in for a new ambulance.

Two grants are in process to supply potential funding for this project one through the USDA and one through FEMA. Both applications are submitted and currently going through the process for potential award.



INTEROFFICE MEMORANDUM

TO: DIANA ASANZA
FROM: FRED LAMONTAGNE, FIRE CHIEF
SUBJECT: REQUEST OF FUNDING AND COUNCIL AGENDA ITEM
DATE: 29 JUL 21
CC: FILE

As part of our ongoing capital ambulance replacement program the Fire Department is requesting the \$305,000 allocated in the Fiscal Year 2022 Capital Improvement Program to replace the:

2014 Ford E-450 6.8L V10 Gas Life-Line Ambulance

With the 6 year lease/purchase of a new:

2021 RAM 5500 6.7L Diesel 4x4, Braun Chief XL Ambulance (Specification Attached)

This vehicle was sourced through the Houston-Galveston Area Council Cooperative (H-GAC) Buying Program. This program is a municipal and public safety buying cooperative that leverages national buying and specification power to reduce the cost of municipal purchases.

The Fire Department continues its partnership with Braun and Autotronics as they have initially provided and continue to maintain the ambulances in our fleet. This will be the final complete ambulance purchase in the replacement program. As noted, in the specification document, the patient compartment delivered on this ambulance will be able to be placed on different manufacturer's chassis models in the future.

The \$5,266 balance is to accommodate final incidental items prior to placing the vehicle in service such as installation and programming of radios, mounting of aftermarket equipment, etc.

The current build time for this ambulance is estimated to conservatively be 9 months.

To continue the continuity of equipment across all ambulances in the fleet the Fire Department will continue our relationship with STRYKER Medical to source as well as provide preventive maintenance and repair to our Power-LOAD (Patient Loading System) and Power-Pro (Stretcher).

Agenda Item #7502

Discussion with Action: Approve Council Order # 2021-1 entitled, “Order to Authorize Lease Purchase of an Ambulance and Stretcher/Lift System in Principal Amount Not To Exceed \$339,351.48.”

Background: *(see attached memo and council order)*

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0



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

July 30, 2021

TO: Town Council
FROM: Diana H. Asanza, Interim Town Manager
RE: Council Order #2021-1

The agenda item #7502 for the approval of Council Order #2021-1 is a legal requirement of the bank and IRS for all leases over \$100,000 to ensure it meets the regulations for tax-exempt financing.

Furthermore, the Order states that the Town Manager and the Treasurer are authorized to execute a Municipal Lease Purchase Agreement and that the equipment is for municipal use exclusively.

Sincerely,

Diana H. Asanza

August 3, 2021: **Order # 2021-1**

Agenda: To see what action the Council will take to approve Order # 2021-1, entitled, "Order to Authorize Lease Purchase of an Ambulance and Stretcher/Lift System in Principal Amount Not to Exceed \$339,351.48."

Motion: I move that the Council approve Order # 2021-1, entitled, "Order to Authorize Lease Purchase of an Ambulance and Stretcher/Lift System in Principal Amount Not to Exceed \$339,351.48," and that an attested copy of this Order be filed with the minutes of this meeting.

ORDER TO AUTHORIZE LEASE PURCHASE OF AN AMBULANCE AND STRETCHER/LIFT SYSTEM IN PRINCIPAL AMOUNT NOT TO EXCEED \$339,351.48

BE IT ORDERED, by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled:

That the purchase of a 2021 Ram 5500 6.7L Diesel 4X4 Braun Chief XL Ambulance with related equipment and accessories from Autotronics/Braun, in an amount not to exceed \$305,000, and a stretcher and power lift system with extended warranty from Stryker Medical in an amount not to exceed \$34,351.48 (collectively, the "Equipment") is approved;

That under and pursuant to the Charter of the Town of Old Orchard Beach (the "Town"), including Section 409.12 of said Charter, the Town Manager and Town Treasurer/Finance Director, acting singly, are authorized to arrange for tax-exempt lease purchase financing for the Equipment in the aggregate principal amount not to exceed \$339,351.48, which principal amount may be reduced by grant funds, if any, received by the Town for the Equipment, with such lease financing company (the "Lessor") and on such terms as the Town Manager or the Treasurer/Finance Director may approve, and any such prior action by the Town Manager or Treasurer/Finance Director is hereby ratified and confirmed;

That the Town Manager and Treasurer/Finance Director, acting singly, are authorized to execute and deliver a lease purchase agreement with Lessor, or its nominee, in the name and on behalf of the Town for the Equipment, with an aggregate purchase price not to exceed \$339,351.48, in such form and on such terms not inconsistent herewith as the Town Manager or Treasurer/Finance Director may approve (the "Lease");

That (i) no part of the proceeds of the Lease shall be used, directly or indirectly, to acquire any securities and obligations, the acquisition of which would cause the Lease to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, (the "Code"), and (ii) the proceeds of the Lease and the Equipment financed by the Lease shall not be used in a manner that would cause the Lease to be a "private activity bond" within the meaning of Section 141 of the Code;

That the Town Manager and Treasurer/Finance Director, acting singly, are authorized to designate the Lease, as applicable, as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Code;

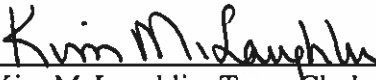
That the Town Manager and Treasurer/Finance Director, acting singly, are authorized to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Lease, and to take all other lawful actions necessary to ensure that the interest portion of the rental payments under and pursuant

to the Lease will be excludable from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause such interest portion of the rental payments to become includable in the gross income of the owners thereof;

That the appropriate officials of the Town are authorized to execute and deliver such other documents and certificates as may be required in connection with the Lease; and

That an attested copy of this Order be filed with the minutes of this meeting.

A true copy, attest:



Kim McLaughlin, Town Clerk

Agenda Item #7503

Discussion with Action: Amend the code of ordinances Chapter 2, Administration, Article III, Officers and Employees, amending Section 2-126, Assistant Town Manager.

Background: *(public hearing notice)*

Public hearing on this matter was held on Tuesday, May 4th, 2021. Language was put into place during the appointment of former Assistant Town Manager, Louise Reid. The description spoke to her skills, talents and abilities. These changes are an editorial cleanup of language. The option for an Assistant Town Manager still remains and can be appointed by the Town Manager and confirmed by Town Council. In the future, if a candidate is appointed, the Town Manager would develop a job description and send to Town Council for approval.

Motioned by: Councilor Blow

Seconded by: Councilor Kelley

Vote: 5-0

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 May 4th, 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 2, Administration, Article III, Officers and Employees, amending Section 2-126, Assistant Town Manager created; position eliminated, by deleting the crossed through language and adopting the underscored language as follows:

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

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

~~EXHIBIT A
POSITION DESCRIPTION~~

~~Class Title: Assistant Town Manager~~

~~FLSA: Exempt~~

~~Date: October 22, 2003~~

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

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

~~TITLE: Assistant town manager~~

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

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

~~ESSENTIAL DUTIES AND RESPONSIBILITIES:~~

- ~~• Provide to the town manager the administrative and secretarial support required to permit the town manager to maintain the vital hands-on responsibilities of administration required by his/her office.~~
- ~~• In the absence of the town manager, function in the administrative role of town manager with the oversight of the town council.~~
- ~~• Serve as the secretary to the town council, when required, with a timely and efficient filing of those minutes for the review and approval of the council.~~
- ~~• Research and write commentaries for the town manager before presentation to the council prior to meetings and workshops.~~
- ~~• Responsible for the writing and production of the town's annual report.~~
- ~~• Serve as secretary to the town manager in the formulation of minutes in connection with staff meetings, personnel matters, bargaining negotiations, and others areas of confidentiality.~~
- ~~• Prepare press releases, notices, and proclamations for the approval of the town manager.~~
- ~~• Prepare management proposals for the negotiation process, personnel and disciplinary actions for approval of the town manager.~~
- ~~• Responsible for the preparation and updating of position descriptions; maintain records of all persons seeking employment; and conduct a program of recruitment to obtain for the town the best qualified prospective employees.~~

- ~~• Maintain current organization and functional charts as supplied by each department, and where appropriate, assist departments to devise such charts reflecting the best organization structure for maximum utilization of available staff resources within each department; and assure that job descriptions are complete, current, and accurately describe the duties which each employee is responsible for performing.~~
- ~~• Responsible as liaison between all town departments so as to keep personnel fully informed of the policies and work rules of management and to provide them with information on matters before them for consideration.~~
- ~~• Develop an intern program by interviewing and recruiting from local colleges and/or training programs, thus providing the town with assistance in the work load of departments; and, be responsible for preparation and filing of college required documentation upon completion of the intern's work.~~
- ~~• Serve on committees as designated by the town manager.~~
- ~~• Provides leadership and direction in the development of short and long range goals; gather, interpret, and prepare data for studies, reports and recommendations; and coordinates department activities with other departments and agencies as needed.~~
- ~~• Make presentations as assigned by town manager to town officials, council, boards, commissions, civic groups and the general public.~~
- ~~• Develop and maintain a human resource system that meets management's information needs including bargaining negotiations, bid documents, lawsuits and investigations, as well as other information pertaining to the town manager's office.~~
- ~~• Make studies and recommendations to the town manager concerning action to improve working conditions and employee morale.~~
- ~~• Act as custodian of departmental documents and records as well as maintaining the file systems, control records and indexes using independent judgment.~~
- ~~• Assist in the preparation of the department budget including the purchase of supplies and equipment.~~
- ~~• Establish and maintain administrative requirements so that the office of the town manager functions in a timely and efficient manner.~~
- ~~• Make and adjust appointments for the town manager and determine the priority of calls and interviews.~~
- ~~• Receive the public and answer issues relative to their questions; response to inquiries of elected officials, employees, citizens, and others; and refer, if necessary, to the proper department heads.~~

~~• Assume responsibilities as assigned by the discretion of the Town Manager.~~

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

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

Per Order of the Municipal Officers this 20th day of April, 2021.

A True Copy
Attest:

Kim M. McLaughlin, Town Clerk

Agenda Item #7504

Discussion with Action: Amend the Code of Ordinances, Chapter 2, Administration, Article VI, Departments, amending Section 2-471, Department of Planning and Development, and 2-472, Department of Finance.

Background: *(see attached public hearing notice)*

Public hearing on this matter was held on Tuesday, May 4th, 2021. In terms of the language being removed from Planning regarding the Code Enforcement Officer it is to clarify that the Town Planner is the head of the Planning Department.

In terms of removing language concerning the General Assistance Administrator it is to clarify that the General Assistance Administrator falls under the Town Manager and not the Department of Finance.

Motioned by: Councilor Blow
Seconded by: Councilor Kelley
Vote: 5-0

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 May 4th, 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 2, Administration, Article VI, Departments, amending Section 2-471, Department of Planning and Development; Created, and 2-472, Department of Finance; created, by deleting the crossed through language and adopting the underscored language as follows:

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

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

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

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

Per Order of the Municipal Officers this 20th day of April, 2021.

A True Copy
Attest:

Kim M. McLaughlin, Town Clerk

Agenda Item #7505

Discussion with Action: Confirm the Town Manager's nomination, per the Town of Old Orchard Beach Charter- Section 507.2, of Virginia Deering as the General Assistance Administrator.

Background:

- **Sec. 507. - Department of Finance**

This Town Department shall be responsible for the financial affairs of the Town including receipt, recording and disbursement of funds according to policies set forth by State law, this Charter, the Town Council, and good and accepted accounting practices.

- *Sec. 507.2. Department of General Assistance.* The Director of General Assistance shall be nominated by the Town Manager, subject to confirmation by the Town Council, and appointed by the Town Manager, and shall exercise all of the powers and perform all of the duties conferred or imposed by law on Overseers of the Poor.

Motioned by: Councilor Reid

Seconded by: Councilor Tousignant w/discussion as to whether the General Assistance position was full or part-time. Interim Town Manager Asanza stated that the position would be 20 hours General Assistance and 20 hours as Town Hall floater. This was approved in the FY'22 budget.

Vote: 5-0

Agenda Item #7506

Discussion with Action: Confirm the Town Manager's nomination, per the Town of Old Orchard Beach Charter -Section 507.3, of Gidgette Ledoux as Tax Collector.

Background:

Sec. 507. - Department of Finance

This Town Department shall be responsible for the financial affairs of the Town including receipt, recording and disbursement of funds according to policies set forth by State law, this Charter, the Town Council, and good and accepted accounting practices.

Sec. 507.1. The Town Treasurer shall be the Director of Finance. The Town Treasurer shall be nominated by the Town Manager, subject to confirmation by the Town Council, and appointed by the Town Manager, for a six (6) month probationary period during which the Town Treasurer may be removed by the Town Council with or without cause. After the probationary period, and subject to confirmation by the Council, the Town Treasurer may be given a contract of not more than two (2) years duration, subject to removal for cause by the Town Council during the term of the contract, after notice and hearing. The Town Treasurer shall be given at least 60 days notice of a nonrenewal of a contract.

Sec. 507.3. Tax Collection. The Tax Collector shall be nominated by the Town Manager, subject to confirmation by the Town Council, and appointed by the Town Manager. The Tax Collector shall be bonded and comply with all state regulations.

Motioned by: Councilor Blow

Seconded by: Councilor Reid & Councilor Kelley

Vote: 5-0

Agenda Item #7507

Discussion with Action: Approve the American Federation County and Municipal Employees (AFCME) Council 93, Local 481 Union Contract for the Public Works Department effective July 1, 2021 through June 30, 2024.

Background: *(AFCME contract attached)*

Motioned by: Councilor Tousignant

Seconded by: Councilor Kelley w/discussion - Chair O'Neill acknowledged Interim Town Manager Asanza and Fran Beaulieu, Director of HR & Communicatoins for the work involved in getting this contract accomplished.

Vote: 5-0

ADJOURNMENT

Motioned by: Councilor Kelley

Seconded by: Councilor Tousignant

Vote: 5-0

**AGREEMENT BETWEEN TOWN OF OLD ORCHARD BEACH
PUBLIC WORKS AND
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 481-03
JULY 1, 202~~1~~0 TO JUNE 30, 202~~4~~4**

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This Agreement in entered into by the Town of Old Orchard Beach, hereinafter referred to as the Employer, and Local 481, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1: RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours working conditions pursuant to 26 M.R.S.A. 965 for all employees of the Public Works Department of Old Orchard Beach who are Unit members and who are public employees as defined by M.R.S.A 962. This includes all public employees, except for the Director of Public Works Department, Administrative Operations Manager, and all temporary employees who are given summer employment only, or temporary, seasonal, or on-call employees as defined by 26 M.S.R.A. 962.

Section 2: All new employees shall serve a probationary period of six (6) months after beginning employment as public employees defined in Section 1 above during which time the Town may remove the probationary employee at any time.

ARTICLE 2: UNION SERVICE FEE

Any present or future employee who is not a Union Member and who does not make application for membership, shall sign a non- member waiver form. The Union shall indemnify, defend and the hold the Employer harmless against all claims, suits, legal costs, and penalties which may arise by reason of any action taken in making deductions of said union fees and remitting the same to the Union pursuant to this Article.

ARTICLE 3: MEMBERSHIP DUES

The Union shall have the exclusive right to Union dues deductions for employees included within the applicable bargaining unit and subject to the following provisions:

The Employer agrees to deduct the Union's weekly membership dues, and Union benefit premiums from the pay of those employees who individually request in writing that such deductions be made. ~~The amounts to be deducted shall be certified to the Employer by Council # 93, and the aggregate deductions made and the total amounts deducted for each of those employees to the Union by the fifteenth (15th) day of the succeeding month, after such deductions are made. The amount deducted for Union dues shall be submitted in one (1) check and the amount deducted for Union benefit premiums shall be submitted by a separate check along with separate lists showing the amount deducted in each category for each employee.~~

Dues Deduction

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

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When filed with the employer the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

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This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

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Employee Rosters

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Upon signing of this agreement and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employee during the month.

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The written authorization for Union dues deductions of membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, provided the employee notifies, in writing, the Employer and Council #93 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of Union benefit fund contributions may be stopped at any time provided the employee submits in writing to the Employer and the Union a sixty (60) day notice of such intent.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by remittance.

The Union shall indemnify, defend and hold the employer harmless against all claims, suits, legal costs, and penalties which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 4: HOURS OF WORK

Section 1: Regular Hours

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. References to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

Section 2: Work Day

Work day beginning at 7:00a.m and ending at 3:00 p.m. shall constitute the regular work day, excepting the Town cell phone detail whose hours shall be determined by the Employer. Employees who are unable to report for work must notify the Director or designee. On duty employees who wish to go off duty for any reason must notify the Foreman or Director.

Staff, that has qualified to operate the sewer maintenance equipment may carry a Town cell phone for a seven (7) day period beginning at 3:00 p.m. on Friday and shall be reimbursed at the following rates. The primary call person shall receive (1) one-hour straight time pay for each weekday they carry the Town cell phone with the exception of holidays. Employees shall receive six (6) hours straight time pay for each Saturday, Sunday and Holiday on which they carry a Town cell phone.

Employees shall be paid all other hours in the event they are called out during their period of standby in accordance with Article 12. No more than one sewer employee shall be on standby at any given time.

Weekend duties may be split with notification to the Director by the end of the workday Friday. Said employee shall also be provided a Town cell phone as soon as available with the most optimum range. All Town cell phone calls will be handled by this employee. Employees on Town cell phone detail may be prohibited from weekend sweeper detail during that week. Employees on Town cell phone detail who are working unscheduled overtime and receive a page will be paid the four (4) hours call back in accordance with Article 12, call time in lieu of the two (2) hours guaranteed overtime per Article 14, Overtime, Section 2. Sick leave restrictions as referred to in Article 8, Section 1 shall extend to 7:00 am the following day with respect to the Town cell phone detail.

Any additional changes regarding the work week and/or work day may be negotiated at will upon the consent of both parties.

Section 3: Work Week

All working hours over eight (8) hours per day in any day or over forty (40) hours in any week shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay. No pyramiding will be allowed. Overtime compensation shall not be paid more than once for the same hours under any provision of the Article, the Agreement, or State or Federal law.

Compensatory Time

If an employee makes a request to receive compensatory time for overtime hours worked, the Director of Public Works or his Designee shall make the sole determination as to whether or not to grant compensatory time-off for overtime worked or pay overtime. Compensatory time shall only accumulate for up to forty (40) hours. Compensatory time must be used within one (1) year of when it is earned. Use of compensatory time shall be used with the expressed permission of the Director of Public Works.

ARTICLE 4A: HOURS OF WORK-WINTER OPERATIONS

Section 1:

The Department's Winter Operations season is from December 1st through April 15th . Employees are required to be available for winter operations and other weather emergencies. Winter operations will require call-in of public work's unit personnel. Call-in procedures will vary depending on storm conditions and weather forecasts. Employees are responsible for monitoring local weather forecasts, to be aware of anticipated weather situations, and to be available when needed for

emergency situations. The Director or designee will decide on the level of response required and will mobilize personnel and equipment accordingly.

Employees will provide the department with one telephone number where they can be reached if needed. One call from the department will constitute a reasonable effort to reach an employee. Employees will have fifteen (15) minutes to return an unanswered telephone call. All employees are required to respond to work within thirty (30) minutes of notification. During Winter Operations Season, on duty employees require the Director's approval to go off duty. The Director may withhold approval to leave based on the severity of weather conditions or the status of the Department's work needs in response to or preparation for winter weather operations.

Section 2:

A call-in list is used to identify employees who must be available for winter call-in work. If an employee fails to show up or has an unexcused absence during a winter event, the employee is subject to progressive discipline.

Section 3:

The Director may approve vacation leave for Employees during Winter Operations season; however, Employees on vacation leave during winter operations season are subject to call-in to work per Section 1 if so stated in writing by the Director.

Section 4:

During emergency snow situations, after employees have worked sixteen (16) consecutive hours, the Employer may send an employee home to rest for a maximum of eight (8) hours. When an employee is sent home to rest during the normal, regularly scheduled workday, the employee will be paid for the remainder of the shift. In the event this situation occurs, the Employer shall not assign the Town equipment to any part-time or emergency employee except in an emergency as determined by the Public Works Director. It is further agreed that the town may hire part-time trucks/drivers for snow removal or any declared emergency, as needed.

An employee shall receive ten dollars (\$10.00) as a meal allowance whenever said employee shall have worked a period comprising of twelve (12) consecutive hours during a storm or emergency.

ARTICLE 5: REST PERIODS

Section 1: All employees' work schedules shall provide for a twenty-five (25) minute rest period during the morning one-half (½) shift from the time of work stoppage to the start of work. Employees shall be granted a five (5) minute clean-up period included in the rest period. The rest period shall be scheduled by the Director of Public Works at an appropriate time of this one-half (½) shift whenever this is feasible for all personnel on a 7:00 a.m. to 3:00 p.m. shift.

Section 2: Employees, who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during this shift.

ARTICLE 6: MEAL PERIODS

Section 1: All employees shall be granted lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each eight (8) hour shift, from 12:00 noon to 12:20~~5~~5 p.m., from the time of work stoppage to the start of work. Employees shall be granted a five (5) minute clean-up period included in the lunch break.

ARTICLE 7: HOLIDAYS

Section 1: Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

- | | |
|---|--|
| 1. New Year's Day | 8-9. Columbus Day |
| 2. Martin Luther King Day | 9-10. Veteran's Day |
| 3. Washington's Birthday | 10-11. Thanksgiving Day |
| 4. Patriot's Day | 11-12. Day After Thanksgiving |
| <u>5.</u> Memorial Day | 12-13. One-Half (½) day Christmas |
| 5-6. Juneteenth (June 19 th) | Eve |
| 6-7. Independence Day | 13-14. Christmas Day |
| 7-8. Labor Day | |

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Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 2: Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

The employee would have been scheduled to work on such day if it had not been observed as a holiday.

The employee worked his/her last scheduled work day prior to the holiday and the day after, unless he/she is excused by the employer, or is absent for any reasonable purpose as determined by the Town Manager or his/her Designee whose decision shall not be arbitrary or capricious.

If a holiday is observed on an employee's scheduled day off or during his/her vacation, he/she shall have another day off.

Section 3: Holiday Pay

Eligible employees who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay.

Section 4: Holiday Work

If an employee works on any of the holidays listed above, he/she shall be paid the following premium rates in addition to his holiday pay:

Time and one-half (1 ½) his/her regular hourly rate for all hours worked.

ARTICLE 8: SICK LEAVE

Section 1: Allowance

Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive earned sick leave with pay. Sick leave will be granted for care of immediate family members incapacitated due to illness. Employees who call out on personal sick leave are not available for duty until 5:00 a.m. the following day.

Employees who call out sick for family illness must identify when they will be available for duty. Employees shall accrue 1.846 hours of sick time each week of service accumulative nine hundred and sixty (960) hours. Employees who have sick leave accumulations in excess of nine hundred and sixty (960) hours shall not accumulate any further sick hours until their total drops below nine hundred and sixty (960) hours. Said sick leave provisions shall not apply in cases of injury on the job. If an employee has been out sick for four (4) or more consecutive days, said employee shall be required to submit a medical certification from a doctor to the Town. Employees must notify the Director forty-eight (48) hours prior to all scheduled medical appointments.

Employees shall be compensated in cash for seventy-five percent (75%) of their accumulated unused sick leave when they are permanently separated from employment as a result of voluntary resignation, retirement, or death. This shall only apply if the employee has worked for the Town for a period of ten (10) years or more. Employees with five (5) years of service, but less than ten (10) years of service, shall receive twenty five percent (25%) of their accumulated unused sick leave upon separation unless mutually agreed otherwise. Any employee with less than five (5) years of service shall not receive any cash value for unused sick leave.

Section 2: Extended Leave

The Town agrees that an employee out on sick leave for an extended period of time may be allowed to continue their participation in the Town's health insurance plan for up to twelve (12) months depending on the individual circumstances of the necessity of their leave. Where an employee has been unable to work for twelve (12) months, the employee may be terminated from his/her position. Such termination shall not be considered disciplinary in any way. This twelve (12) month period may be extended by the Town if documentation is provided from the employee's attending physician confirming that an employee's prognosis for return is probable.

When an employee has been out on an extended medical leave the Town may require an examination of the employee at the Town's cost by a medical provider selected by the Town to evaluate the employee's ability to perform the essential functions of their job. If there is a disagreement between the employee's physician and the town's medical provider's opinion as to the ability of the employee to perform the essential function of his/her job, the Town and the Union will select a third physician to conduct a medical examination, and that physician's evaluation will be the determining factor as to whether the employee can perform the essential functions of their job. The cost of the third physician will be shared equally between the employee and the Town.

ARTICLE 9: SENIORITY

Section 1: A seniority list shall be established listing all employees covered by this agreement, with the employee with the greatest seniority listed first. Seniority shall be based on the employee's date of hire and shall be retained by an employee for twenty- four (24) months from the date of termination.

Section 2: Seniority shall be considered in all matters affecting transfer, work shift, reduction in work force, recall, vacation preference and promotions. In the case of promotions, seniority shall be the determining factor provided the employees who are being considered for promotion are equally qualified as determined by the Director whose decision shall not be arbitrary or capricious.

Section 3: Promotions

The term promotion, as used in the provision, means the advancement of the employee to a higher paying position or the reassignment of an employee at the employee's request to a position the employee considers to be in his/her best interest regardless of the rate of pay.

Other than a temporary opening as defined below, whenever a job opening occurs in any existing job classification or as a result of development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for five (5) working days prior to outside advertisement. During this period, employees who wish to apply for an open position or job including employees on layoff may do so. The application shall be in writing and it shall be submitted to the Director of Public Works.

The Employer shall fill the opening by promoting from among the qualified bargaining unit applicants' members, as determined by the Public Works Director whose decision shall not be arbitrary or capricious.

Temporary job openings are defined as vacancies that may periodically develop in any job classification but do not exceed thirty (30) calendar days. Job openings that recur on a regular basis that remain open more than the thirty (30) calendar days at a time shall not be considered temporary job openings, excluding summer help.

Temporary job openings may be filled by the employer. Assignment or reassignment may be made in terms of a promotion based upon seniority provided the employees' demonstrated skills and qualifications are equal as determined by the Director of Public Works. Temporary assignments shall be considered as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions.

Temporary and summer employees shall be limited to the driving of equipment rated at one (1) ton or less (excluding the holder tractor) and all hand tools. Temporary and summer employees shall not be used as operators. Upon mutual agreement between the Town and the Union the use of temporary/summer employees as operators may be waived.

Section 4: Transfer to Other Jobs

Employees desiring to transfer jobs may submit an application in writing to the Director of Public Works. The application shall state the reason for the requested transfer.

Employees requesting transfer may be transferred to equal or lower paying job classification on the basis of seniority provided the employee's demonstrated skills and qualifications are equal as determined by the Director of Public Works.

Section 5: New or Vacant Jobs

New jobs or vacancies in existing job classifications (Jobs vacancies are existing job classifications that are not occupied due to a curtailment of operations, employee illness, employee leaves of absence, or any other reason) may be filled initially by the Employer on the basis of temporary transfer. During the period of temporary transfer, the job shall be posted on all bulletin boards.

Employees desiring to transfer to the job may submit an application in writing to the Director of Public Works. The Employer, upon awarding the new job classification or vacant job, shall fill the new job classification or the vacant job within ten (10) days.

Section 6: Lay-off and Recall

In the event it becomes necessary to lay off employees for any reason, employees in the same classification shall be laid off in the inverse order of their seniority, and shall be recalled from layoff according to their seniority.

In the event of a layoff or a reduction in the size of the work force an employee may bump an employee in a lower classification provided that there is an employee with less seniority to be bumped. The employee who is bumped shall enjoy similar bumping rights. No employee may bump into a job for which he/she is not experienced or qualified as determined by the Director of Public Works, whose decision shall not be arbitrary or capricious nor may an employee bump in any instance in which there is no junior employee for him to replace.

Employees on layoff shall retain pension and all other seniority rights for up to twenty- four (24) months while on layoff.

No new employees shall be hired until all employees in the same classification on layoff status desiring to return to work have been recalled. All employees recalled from layoff shall be returned to the job classification from which they were laid off.

ARTICLE 10: ANNUAL VACATIONS

Section 1: Each employee of permanent standing shall be entitled to annual vacation leave with pay at the convenience of the Town in accordance with his/her current terms of continuous employment with the Town's vacation schedule as follows:

YEARS OF CONTINUOUS SERVICE (BEGINNING ACCRUAL)	MAXIMUM ANNUAL VACATION HOURS ACCUMULATION	HOURS OF VACATION ACCRUED PER WEEKLY PAY PERIOD
Date of hire through 5 years	80 hours	1.538 hours
Beginning 6th year through 10th year	120 hours	2.307 hours
Beginning 11th year through 20th years	160 hours	3.076 hours
Beginning 21st year to retirement	200 hours	3.846 hours

Section 2: Employees who are separated from the Town and who have accrued vacation to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation.

Section 3: In the event that an employee has not utilized his/her accrued vacation leave on the employee's anniversary date, the employee shall be allowed to carry eighty (80) hours of vacation leave into a subsequent year. Any other unused vacation time will be forfeited. Management will make every effort to afford reasonable time off for the vacation time requested, given however, that the successful operation of the Public Works Department is the highest priority. To that end, a mutually agreed upon system will be developed to accommodate vacation time requests to try to prevent any

employee from not taking their desired time off. If for some reason beyond the reasonable control of the employee, management has contributed to the inability of any employee to take the expected vacation time off, the employee may be able to carry forward more than two (2) weeks of vacation. An employee may be allowed to work vacation at a straight time rate of pay only with the expressed approval of the Town Manager.

Section 4: If a holiday falls within an employee's vacation period, he/she shall not have that day charged against his/her accumulated vacation time.

Section 5: No employee shall be entitled to work his/her vacation with pay, except in the case of emergency conditions and with the express written permission of the Town Manager or his/her designee. Employees called into work during his/her vacation shall not have vacation time charged for those hours.

Section 6: Use of sick time while on vacation is prohibited.

Section 7: Vacations will be scheduled based on department operational needs at the discretion of the Department Head.

Section 8: Vacation selection will be based on seniority and will continue year to year until opportunities for selection have been afforded to all employees on the seniority list, then selection opportunities shall begin again at the top of the seniority list. Any additional vacation scheduling shall be subject to the needs of the Public Works Department at the sole discretion of the Director.

ARTICLE 11: PAID LEAVES

Section 1: Bereavement Leave

In the event of a death in the employee's immediate family, employees may be granted a leave of absence with pay of up to forty (40) hours. Immediate family is defined as an employee's spouse, domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. This leave is intended for use during the work days that fall within the family member's time of death and the day after the funeral. This leave may also be used for delayed services with the prior approval of the departmental supervisor.

In the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, and/or sister-in-law, the employee may be granted up to twenty-four (24) hours leave of absence with pay to make household arrangements and/or to attend the funeral services.

Section 2: Jury Duty

Employees shall be granted a leave of absence for jury duty or jury services and be paid the difference in salary pay, upon presentation of proof, and jury pay. If an employee is excused from jury duty, he will return to work within one (1) hour.

Section 3: Civic Duty

Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) and employees elected or appointed to any non-municipal political or non-- political legislative position who requests a leave of absence may be granted a leave of absence, without pay, for a reasonable period to fulfill these responsibilities.

Section 4: Personal Leave

Unit employees shall be allowed sixteen (16) hours per calendar year. Said personal days shall only be taken with the approval of the Director of Public Works.

Section 5: Military Leave

Employees will be granted a military leave of absence without loss of seniority to fulfill their military duties in the Armed Forces, National Guard, or Military Reserves. The employee on reserve or guard duty must furnish the Department Head with an official statement signed by authority giving the employee's rank, pay and allowance during employee's seventeen (17) calendars day period. The Town will pay the difference, if any, between the employee's regular pay and military leave pay for National Guard or reserve training up to seventeen (17) calendar days per year.

ARTICLE 12: CALL TIME

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of four (4) hours at a rate of time and one half (1 ½). Should a second Town's cell phone call occur within the time frame of the first call four (4) hours, no additional time will be compensated until the original time expires.

Employees called back to work for hours which are not annexed consecutively to one end or the other of the work shift shall receive a minimum of four (4) hours pay at a time and one-half their base hourly rate of pay. This provision does not apply to scheduled overtime. Hours after 5:00a.m are considered annexed to the work day.

In situations involving ice or snow and use of special equipment including jetting, rodding, chainsaws and heavy equipment the need for two (2) persons as opposed to one (1) is required for the purpose of safety. In other situations, one (1) person is sufficient unless approved by the Director.

ARTICLE 13: INSURANCE AND RETIREMENT

Section 1: Workers Compensation

The Town of Old Orchard Beach shall provide Workers' Compensation insurance coverage for all of its regular employees as governed and applied in accordance with the applicable State of Maine Workers' Compensation Law.

All job-related injuries and/or illnesses shall be immediately reported to the employee's supervisor who, with the employee's assistance, shall submit the first report of injury form. Supervisors are responsible for reporting an injury within twenty-four (24) hours of its occurrence, or their knowledge of the occurrence, regardless of the timing of the employee's first written report.

Employees who are eligible to receive Workers' Compensation benefits will receive the percentage of pay covered by Workers' Compensation for the duration of the Workers Compensation coverage period. Employees will be given the option to use their accumulated sick time to offset the amount paid

under Workers Compensation for the duration of Workers' Compensation benefit eligibility period, including during the seven day waiting period. The weekly amount paid to an employee through the combination of sick time pay and Workers' Compensation benefits during the period of eligibility shall not exceed the employee's regular weekly base pay prior to the injury. Until such time as the employee is capable of returning to his/her position, the Town may assign the employee to other duties or to another position within the Town on a temporary or regular basis consistent with the abilities of the employee based on restrictions set by the physician. If the employee refused to carry out the light duty assignment, the employee may be subject to discipline under Article 15 Discipline and Discharge.

Section 2: Health Insurance

A comprehensive health insurance plan is available to regular full-time employees. The Town agrees to pay eighty (80%) percent of the premium cost of this coverage for the employee and his/her qualifying dependents. The Town further agrees to offer the MMEHT Comprehensive Point of Service (POS C) plans or equivalent. Each employee covered under this bargaining agreement will pay twenty (20%) percent of the premium cost for their individual health insurance plan. Employees will have their portion of this cost withheld through payroll deduction with pre- tax dollars. The employer agrees to pay the employee's share of increase in the health insurance premium effective January 1, 2021 for 6 months.

Eligibility for our group health insurance plan and plan benefits are determined according to the guidelines set forth by the health insurance plan administrator.

Effective July 29, 2013, employees who choose not to enroll under our group health insurance plan and who can provide documentation that they have health insurance coverage under a plan other than the Town's plan shall be eligible to receive cash in- lieu-of this benefit. Employees who are eligible for the in-lieu-of benefit will receive twenty-five (25%) percent of the Town's annual premium cost savings from the employee only coverage under the POS plan. The three (3) current bargaining unit members who were receiving the cash-in-lieu of benefit payment prior to July 29, 2013 are grandfathered under the attached MOU dated July 29, 2013. Cash-in-lieu payments will be made on a once per month basis through payroll processing. Any cash-in-lieu payments will be taxed in conjunction with an individual's regular gross taxable earnings. The employer agrees effective January 1, 2021 to increase the 25% in lieu of health insurance to 27% for 6 months for the grandfathered employees.

Section 2A: Life Insurance

All full-time employees have the option of enrolling in our group life insurance plan. The Town will pay the basic life insurance premium (equaling 1x an individual's annual salary) for these employees. Any supplemental life insurance coverage that an employee chooses will be paid by the employee through regular payroll deduction.

Section 3: Retirement

On behalf of each bargaining unit members, the Town shall contribute a percentage of an individual's gross earnings to either the Maine Public Employees Retirement System (MainePERS, formerly known as the Maine State Retirement System) or to the International City Management Retirement Corporation (ICMA). The system to which contributions are made is dependent on an individual employee's preference and personal choosing.

If an employee chooses to enroll under the ICMA plan, the Town will contribute 58% of an individual's gross earnings to their plan. In addition to this employer portion, the employee has the option of contributing to the plan as well (up to the annual percentage limits as set forth by the ICMA plan). Participants are fully responsible for any fees assessed by the Plan and are responsible for choosing from among a number of investment options. If an employee chooses to enroll under MainePERS, both the participant's portion and the Town's matching contributions are mandated by MainePERS. Employee contributions for either plan will be withheld through payroll deductions. The Town is not liable for any tax implications to individual plan participants. The Town shall forward all contributions (Town and Employee) to either plan (ICMA or MPERS) at least once each month in which payroll deductions are made.

Unit members may enroll in either or both plans. However, the Town will only pay into one retirement plan on an individual employee's behalf.

Section 4: Eye Glasses

The Town agrees to pay the cost of replacement of employee's eyeglasses that are damaged or destroyed during working hours, including any related physician's costs. The employee is required to submit documentation prior to being reimbursed.

Section 5: Health Insurance upon Retirement

Upon retirement, provided the employee is at least sixty-two (62) years old, an employee may continue his/her membership in the Town's health insurance program, at his/her own expense, until such time as the employee becomes eligible for federally subsidized health insurance such as Medicaid or Medicare.

Section 6: Inoculations

The Town shall pay for employee inoculations determined by the Town to be required for the safe performance of employee's assigned responsibilities. In order to qualify for payment, employees must schedule such inoculations through the Town and must utilize a physician selected by the Town.

Section 7: Dental

The Town agrees to provide a dental insurance plan for the employees covered by this unit. The Town agrees to provide fifty percent (50%) payment for said dental insurance plan. For example, depending upon each employee's legal status, the Town will pay fifty percent (50%) family coverage or fifty percent (50%) employee and spouse coverage or fifty percent (50%) single employee coverage. The employees share shall be made through payroll deduction.

The Town will provide either Maine Municipal Employees Health Trust Dental Plan A or equivalent.

Section 8: Short Term Disability

The Town shall provide income protection coverage (i.e., short term disability insurance) to all full-time employees through the Maine Municipal Employees Health Trust. The Town currently pays to insure each employee for 55% of his or her base pay. Employees may choose a coverage level higher than the 55% and may pay the additional premium for this coverage through a weekly payroll deduction. Currently, the deadline for submission of claims to the insurer is 90 days after the date of disability. It shall be the employees' responsibility to complete and submit all claim forms in accordance with the rules and requirements of the insurer and/or plan administrator. Employees may obtain copies of the applicable forms and instructions from the Town's Human Resource Office upon request. All determinations regarding eligibility for benefits will be made by the insurer and/or the plan

administrator. Any dispute between an employee and the insurer and/or plan administrator regarding this benefit shall not be the subject of a grievance under this Agreement.

Employees who are eligible for Short Term Disability benefits will be given the option to use their accumulated sick time to offset the amount paid under Short Term Disability for the duration of the Short-Term Disability benefit period. The weekly amount paid to an employee through the combination of sick time and Short-Term Disability benefits during the eligibility period shall not exceed the employee's regular weekly base pay prior to their illness or injury.

Section 9: Section 125 Flexible Spending Accounts

The Town may offer a Section 125 flex cafeteria plan for payment of employee's contributions to medical insurance premiums. In addition, employees may opt for a salary reduction account for dependent care and out of pocket eligible medical expenses.

ARTICLE 14: OVERTIME

Section 1: Distribution

Overtime work shall be distributed equally to employees working within the bargaining unit. The equalization of overtime, meaning accepted or refused, shall be kept by the Union. Accumulations of overtime will be provided to the Union by the Town on a monthly basis.

Section 2: Scheduled and Unscheduled Overtime -April through November

Scheduled overtime is overtime made available with twenty-four (24) hours' notice. Unscheduled overtime is overtime required with less than twenty-four (24) hours' notice. The Town will guarantee a minimum of two (2) hours of overtime pay for unscheduled overtime. The Union agrees to provide the staff needed to perform overtime work.

If there are no volunteers for overtime work, employees will be forced on inversed order of seniority. Forced overtime shall be rotated equally. Hardships may be granted at the discretion of the Public Works Director. Staff not on the job site that requires the overtime will be offered the work prior to forcing any employees.

ARTICLE 15: DISCIPLINE AND DISCHARGE

Section 1: Discipline

It is the intent of the Town to follow the concept of progressive discipline and just cause for non-probationary employees with the understanding that the discipline steps listed below may be bypassed by management depending on the nature of the offence.

Disciplinary action or measure shall normally include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand the employee, it shall be done in a manner that will not embarrass the employee before other employees or the public except the final disposition of discipline is subject to public review as permitted by law.

Section 2: Discharge

The Employer shall not discharge any non-probationary employee without just cause. An employee will not be terminated from employment without first being notified of the reasons for termination and offered the opportunity to respond to the charges. The reasons for termination must be in writing. The town recognizes the right of an employee to have a Union representative present at a disciplinary hearing or meeting.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

If in the course of the grievance procedure, it is determined by the parties that an offense was committed but also that termination is too harsh a penalty for the offense submitted that parties may mutually agree to a waiver of the preceding paragraph. An arbitrator shall also have the authority to amend the preceding paragraph.

ARTICLE 16: SETTLEMENT OF DISPUTES

Section 1: Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step I- The Union Steward, with or without the employee, shall take up the grievance or dispute orally with the Director of Public Works within ten (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The Director of Public Works shall attempt to adjust the matter and shall respond to the Steward within ten (10) working days.

Step II- If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Director of Public Works within ten (10) working days after the Director of Public Works' response is due. The Director of Public Works shall respond to the Union Steward or the Grievance Committee in writing within ten (10) working days.

Step III - If the grievance remains unadjusted, it shall be presented by the Union Steward, Union Representative or Grievance Committee to the Town Manager in writing within ten (10) working days after the response of the Director of Public Works is due. Town Manager shall respond in writing to the Union Steward, Representative or Grievance Committee (with a copy of the response to the Union President) within fifteen (15) working days after receipt of Unions written Step III response.

Step IV- If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Town Manager is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator(s) to be selected by the employer and the Union within ten (10) working days after notice has been given or the parties may request the assignment of the arbitrator(s) through the Maine Board of Arbitration and Conciliation. If the parties

fail to select an arbitrator(s), either party request the assignment of an arbitrator(s) by the American Arbitration Association

The decision of the arbitrator(s) shall be final and binding on the parties, and the arbitrator(s) shall be requested to issue his (their) decision within thirty (30) days after the conclusion of the testimony and argument.

Expenses for the arbitrator(s) services and the proceedings shall be borne equally by the employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

Grievances initiated by the employer shall be processed in a similar manner as outlined in the towns' policies and procedures.

Section 2: Grievance Committees

Employees selected by the Union to act as Union Representatives shall be known as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the employer by the local Union within twenty days of the signing of the contract and the individuals so certified shall constitute the Union Grievance Committee.

All grievance committee meetings, including the regular monthly meetings, shall be held after working hours, on the employer's premises and without pay.

The purpose of grievance committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the employer other issues which would improve the relationship between the parties.

ARTICLE 17: GENERAL PROVISIONS

Section 1: Pledge Against Discrimination and Coercion

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation; the Union shall share equally with the employer the responsibility for applying this provision of the agreement.

Section 2: All references to employees in this agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3: The employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the employer or any employer representative against any employee because of Union Membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interferences, restraint or coercion.

ARTICLE 18: UNION BULLETIN BOARDS

The employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 19: UNION ACTIVITIES ON EMPLOYERS TIME AND PREMISES

Section 1: The employer agrees that after working hours, on the employer's premises and without pay, Union representatives shall be allowed to:

Collect Union dues, initiation fees and assessments if these funds are not collected through payroll deductions.

- Post Union notices
- Distribute Union literature
- Solicit Union membership during other employees non-working time
- Attend negotiation meetings

Transmit communications, authorized by the local Union or its officers, to the employer or his representative

Consult with employer, his representative, local Union officers, or other Union representatives, concerning the enforcement or any provisions of this agreement

With due notice to the Town Manager, representatives of the American Federation of State, County, and Municipal employees, Council 93, AFL-CIO may enter Town premises for the investigation of pending disputes under the contract A list of authorized Union representatives who may enter Town premises shall be furnished by the Union within thirty (30) days from the signing date of this agreement to the Town Manager and Director of Public Works.

Section 2: If negotiations are scheduled on company time, three (3) employees shall be allowed to negotiate on company time without loss of pay and benefits.

ARTICLE 20: WORK RULES

Section 1: All future work rules shall be submitted in writing to all employees by the Director of Public Works. Employees will also be provided with copies of the Union contract upon request

Section 2: Revisions

Changes in existing work rules shall not become effective until they have been agreed upon by the employer and the Union.

In addition, when existing work rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.

Section 3: Informing Employees

The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they may become effective. New employees shall be provided with a copy of the rules at the time of hire.

Section 4: Enforcing

The employees shall comply with all "written work rules" that are not in conflict with the terms of this agreement, provided the rules are uniformly applied.

Section 5: Care of Equipment

All equipment operators shall check the condition of equipment assigned to them at the end of each day and if a defect is found, prepare a brief report on the condition of the equipment,

ARTICLE 21: UNIFORMS AND PROTECTIVE CLOTHING

Section 1: Employees are required and agree to wear appropriate uniforms while working for the Town. Employees agree that the uniforms will be kept in a neat, clean, and well-maintained appearance. Soiled, worn or torn clothing is not acceptable. Such uniforms shall include appropriate OSHA approved boots.

The employer will provide up to seven hundred (\$700) for the purchase of the above-mentioned uniforms. Maintenance and care of the uniforms will be at the expense of the employees. Any amount exceeding the above allowance must be repaid to the Town.

The word uniform as referred to in his/her contract shall include the following: solid color sweatshirts, solid color long or short sleeve I-shirts, Blue jeans and "dickeys type" jackets. All uniforms shall be purchased through the Town purchasing department. Supervisor approval must be secured before the purchase of such clothing will be authorized in order to comply with the auditor's requirements. The purchase of any other work-related clothing not mentioned above, excluding underwear, tank tops, & sleeveless shirts, which would be purchased from the uniform allowance, must be approved prior to purchase by the Town Manager or his/her designee.

Section 2: If any employee is required to wear protective clothing or any type of protective device (not covered by Section 1) as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the employer. All items may be taxed in accordance to the IRS fringe benefit regulations.

ARTICLE 22: SMOKE FREE WORKPLACE

There will be no smoking of tobacco products or the use of smokeless or "spit" tobacco within Town-owned or leased vehicles or buildings, including: offices, hallways, restrooms, lunchrooms, elevators, meeting rooms, community areas, and garage facility per State and Federal laws.

ARTICLE 23: MANAGEMENT RIGHTS

Section 1: Nothing in this agreement shall be construed as delegating to others the authority conferred by law on the employer or in any way abridging or reducing such authority.

Section 2: This agreement shall be construed as requiring the employer to follow its provisions in the exercise of the authority conferred upon the employer by law. The Town retains all rights and authority to manage and direct its employees, except as otherwise provided for in this Agreement. Such rights shall include and shall not be limited to: the operation and management of the Town's Public Work's Department; the direction of the working forces; the right to hire, to change assignments, to promote, to suspend with just cause; to reduce or expand the working forces; to transfer; to maintain discipline as per this Agreement; to establish work schedules; to introduce new, improved, or changed methods of work or facilities; to contract any work out, but such contracting out shall not cause lay-off of any permanent bargaining unit positions; to establish, change, combine, or eliminate jobs, work, tasks, or positions, and in all respects to carry out the ordinary and customary functions of management. The Town's not exercising any function or right hereby reserved to it, or the exercising of any functions in a particular way, shall not be deemed a waiver of its rights to exercise such function or preclude the Town from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The Town may adopt rules, procedures, and regulations for the operation of the department and the conduct of its employees, provided such rules do not conflict with any specific provision of this Agreement.

ARTICLE 24: NO STRIKE

Section 1: There shall be neither stoppage of work or slow-down by the Union, nor any lockout by the Town during the life of this agreement.

ARTICLE 25: PAY SCHEDULE

Section 1: Wage Rates

Wages rates negotiated and agreed to by both parties shall become part of this contract and attached to this document as APPENDIX A.

Employees who are promoted shall serve a forty-five (45) day evaluation period. During the first forty-five (45) days, the employee has the right to return to his/her original position or management may require the employee to go back to his/her original position.

Section 2: Emergency Night Shift

The Town Manager may institute an emergency night shift (11:00 p.m. to 7:00 a.m.). The pay for the night shift shall be at the differential rate of fifteen percent (15%) per hour over and above the established wage rate for the employee's classification.

Section 3: Higher Classification

Employees performing the full range of duties in a higher classification after three (3) consecutive work days shall receive the higher rate of pay from the first day of the assignment.

Section 4: Safety Office Stipend

The bargaining unit employee assigned as the Public Works Safety Officer shall receive a three hundred-dollar (\$300.00) stipend payable weekly in the amount of \$5.77.

Section 5: Maine State Vehicle Inspection License Stipend

The Public Works Mechanic(s) who possesses a Maine State Vehicle Inspection License shall receive a five hundred-dollar (\$500.00) stipend payable weekly in the amount of \$9.62.

Section 6: Reimbursement for Cell Phone Use

Each employee carrying a personal cell phone for use during the work day will be provided with an allowance of thirty (\$30) dollars per month of service. This allowance will be paid in increments of \$6.923 per weekly pay period.

Section 7: Lateral Hire

At the sole discretion of the Town, newly hired employees may be placed up to the level of the 5-year step in the wage scale for qualified candidates. A qualified candidate is defined as one who has a valid CDL and prior equipment operating experience. Advancement in the scale in such circumstances will continue as if the employee had completed the years of service at the place in the wage scale they were placed in at hire. Any employee hired as a "lateral" entry according to this section shall accrue vacation at a rate that is reflective of the years of service at the placement step on the wage scale. All other seniority and benefit issues shall be based on the actual date of hire, unless otherwise specified within this agreement.

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ARTICLE 26: TOOL ALLOWANCE

The Town shall reimburse the Public Works Mechanic(s) (only the mechanic(s) working in the Public Works Garage not the Treatment Plant) up to four hundred (\$400.00) dollars per year for the purchase of tools which are used in his position as public works mechanic. To receive said reimbursement the mechanic(s) must provide valid receipts of purchase of said tools. Only those tools purchased to replace those worn or broken and owned by the mechanic will remain the property of the mechanic. This annual stipend is payable on January 1st of each year for the prior year.

ARTICLE 27: REQUIRED EDUCATION

For education required to obtain and/or maintain a license required for employment, the Town will pay:

- Tuition, books, lab fees, license fees.
- Pay for time (including travel) for classes held during working hours (up to eight (8) hours per day).

If classes are scheduled outside of regular work hours the employee shall receive comp time for hours as outlined in 2 above at a straight time rate.

For education related to the Public Works field, subject to budgetary limitations, satisfactory course completion and pre-approval of the Director.

The town shall pay the following:

- Tuition, books, lab fees, license fees
- Pay for time, including travel, for classes held during working hours (up to 8 hours per day).
- If classes are scheduled outside of work hours, the employee shall receive comp time for the hours, as outlined above 2, at a straight time rate of pay.

Employee shall be requested to sign a pre-approved for payroll deduction shall they fail to complete the course in a satisfactory manner.

ARTICLE 28: PERSONNEL FILES

1. The Town shall maintain one (1) personnel file (written and/or electronic) for each employee in accordance with state statute (MRSA 30-A § 2702). The file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence, written evaluations, and other appropriate material relating to the employee's employment.
2. An Employee shall be given a copy of all evaluations and any detrimental material prior to its being placed in the file. An employee shall have the right to submit a written answer to any materials placed in the file within thirty (30) days. Anonymous or unattributed material shall not be placed in the file.

An Employee shall have the right to examine his/her file in the presence of the Town Manager, or appropriate administrative personnel, during the normal business hours of the office in which the file is kept and within ~~one ten~~ (10) business day of the request. Upon request, an employee may obtain copies of any material in the personnel file without cost.

Upon request, an employee shall have the right to inspect his/her central personnel file subject to the following:

- a. Inspection shall occur during regular business hours. The employee must make a written request for a thirty (30) minute appointment to do so at a time and in a manner mutually acceptable to the employee and the Town.
- b. Pre-employment information including but not limited to reference checks and responses, or information provided to the Town with the specific request that it remain confidential shall not be subject to inspection.
- c. An employee may request one (1) free copy of their file per year in accordance with M.S.R.A 26 § 631

~~The Town shall maintain one (1) personnel file (written and/or electronic) for each employee in accordance with state statute (MRSA 30-A § 2702). The file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence, written evaluations, and other appropriate material relating to the employee's employment.~~

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~~An Employee shall be given a copy of all evaluations and any detrimental material prior to its being placed in the file. An employee shall have the right to submit a written answer to any materials placed in the file within thirty (30) days. Anonymous or unattributed material shall not be placed in the file. An Employee shall have the right to examine his/her file in the presence of the Town Manager, or appropriate administrative personnel, during the normal business hours of the office in which the file is kept and within one (1) business day of the request. Upon request, an employee may obtain copies of any material in the personnel file without cost.~~

ARTICLE 29: TERM OF AGREEMENT

This agreement shall be effective as of the 1st day of July, 2020~~1~~, and shall remain in full force and effect until the 30th day of June, 2024~~4~~, or as otherwise noted. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS, WHEREOF, the parties hereto have set their hand this _____ day of _____, 2021~~0~~

For the Town

For the Union

~~Larry Mead, Diana Asanza, Interim~~ Town Manager Representative Sylvia Hebert, AFSCME Staff

Joseph Cooper, Public Works Director Louis Ladakakos, Unit Chair

France Beaulieu, ~~HR Manager~~ Director of HR & Communications ~~Dennis Poisson~~ Marc Picard, Negotiating Committee Member

Timothy Crowley, Negotiating Committee Member

EXHIBIT #1: PRIVATIZATION AND GUARANTEED OVERTIME

The Union agrees to give up all beach barrel duties on weekdays, weekends and holidays. This will allow the Town to privatize the barrel detail in conjunction with downtown cleaning details as currently provided under contract by Grounds Keepers. The Union further agrees to reduce the weekend sweeper duties from four hours to two (2) hours. In exchange for this privatization and reduction in overtime sweeper hours the Town agrees to offer an equal amount of overtime to each Unit member (for a guaranteed total of five hundred (500) overtime hours for the bargaining group in any given contract year) through the construction season. Such overtime will be scheduled at the discretion of the Public Works Director in accordance with Article 14- Overtime, Section 1- Distribution and Section 2- Scheduled and Unscheduled Overtime. Under this agreement, the current practice involving the beach rake duties on weekdays will be continued as under the current practice.

DOMESTIC PARTNER

"Domestic Partner" means the partner of an employee who:

Is a mentally competent adult as is the employee;

Has been legally domiciled with the employee for at least twelve (12) months;

Is not legally married to or legally separated from another individual;

Is the sole partner of the employee and expects to remain so;

Is not a sibling of the employee; and

Is jointly responsible with the employee for each other's common welfare as evidenced by joint living arrangements, joint financial arrangements, or joint ownership of real or personal property. MSR 26 Section § 843(7).

APPENDIX A- WAGE SCALE FY201-212
 Effective: July 1, 2021

AFSCME - PUBLIC WORKS											
WAGE SCALE											
1.00%											
Steps	ENTRY	3	4	5	6	7	8	9	10		
Years	1-3	4-7	YR7-9	YR9-11	YR11-13	YR13-15	YR15-17	YR17-19			
Months	13-36	37-60	61-108	109-132	133-156	157-180	181-204	205-228	229+		
Foreman	\$22.86	\$23.08	\$23.30	\$23.52	\$23.78	\$24.03	\$24.28	\$24.51	\$24.75	\$25.01	
Mechanic	\$21.51	\$21.73	\$21.95	\$22.17	\$22.39	\$22.60	\$22.82	\$23.06	\$23.28	\$23.53	
Grade 3	\$20.16	\$20.38	\$20.60	\$20.82	\$21.04	\$21.26	\$21.48	\$21.70	\$21.92	\$22.14	
Grade 2	\$20.55	\$20.96	\$21.15	\$21.38	\$21.60	\$21.82	\$22.04	\$22.22	\$22.47	\$22.67	
Grade 1	\$19.57	\$19.79	\$19.99	\$20.19	\$20.39	\$20.59	\$20.79	\$20.99	\$21.19	\$21.41	\$21.61
Grade 0	\$17.38	\$17.55	\$17.72	\$17.89	\$18.06	\$18.23	\$18.40	\$18.57	\$18.83	\$19.01	\$19.21

Effective July 1, 2020

Last Name	First Name	Pay Grade	Pay Step	Pay Hourly Rate
PICARD	MARC	7	8	21.1900
CROWLEY	CHRIS	6	7	22.6700
LADNER	CHRIS	2	6	19.5700
WILSON	CHRIS	4	10	23.7800
WILSON	RICHARD	7	10	22.6700
WILSON	DENNIS	7	7	21.7000
WILSON	JOSEPH	1	1	17.3800
MILLER	JAMES	1	1	17.3800
COSTELLO	CHRIS	1	0	19.5700
MUSTO	ANTHONY	1	1	19.7700
CUMMINS	KIRBY	1	0	19.5700

		3%	3%	2%	2%	1%	1%
Step	Entry	1	2	3	4	5	6
Years		1-3	3-5	5-9	9-15	15-19	20+
Months	0-12	13-36	37-60	61-108	109-180	181-228	229+
Foreman	\$22.85	\$23.54	\$24.24	\$24.73	\$25.22	\$25.47	\$25.73
Crew Leader	\$22.01	\$22.67	\$23.35	\$23.82	\$24.29	\$24.54	\$24.78
Mechanic	\$21.51	\$22.16	\$22.82	\$23.28	\$23.74	\$23.98	\$24.22
Driver/Oper	\$20.74	\$21.36	\$22.00	\$22.44	\$22.89	\$23.12	\$23.35

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A one time lump sum for the following employees to be paid in the first pay period after signing of this agreement.

<u>TIMOTHY</u>	<u>CROWLEY</u>	<u>\$1,414.40</u>
<u>LOUIS</u>	<u>LADAKAKOS</u>	<u>\$936.00</u>
<u>DENNIS</u>	<u>POISSON</u>	<u>\$1,622.24</u>
<u>RICHARD</u>	<u>RENY</u>	<u>\$1,414.40</u>

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APPENDIX B- WAGE SCALE FY22-23

Effective: July 1, 2022

		3%	3%	2%	2%	1%	1%
<u>Step</u>	<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>Years</u>	-	<u>1-3</u>	<u>3-5</u>	<u>5-9</u>	<u>9-15</u>	<u>15-19</u>	<u>20+</u>
<u>Months</u>	<u>0-12</u>	<u>13-36</u>	<u>37-60</u>	<u>61-108</u>	<u>109-180</u>	<u>181-228</u>	<u>229+</u>
<u>Foreman</u>	<u>\$23.54</u>	<u>\$24.25</u>	<u>\$24.97</u>	<u>\$25.47</u>	<u>\$25.98</u>	<u>\$26.24</u>	<u>\$26.50</u>
<u>Crew Leader</u>	<u>\$22.67</u>	<u>\$23.35</u>	<u>\$24.05</u>	<u>\$24.53</u>	<u>\$25.02</u>	<u>\$25.27</u>	<u>\$25.53</u>
<u>Mechanic</u>	<u>\$22.16</u>	<u>\$22.82</u>	<u>\$23.51</u>	<u>\$23.98</u>	<u>\$24.46</u>	<u>\$24.70</u>	<u>\$24.95</u>
<u>Driver/Oper</u>	<u>\$21.36</u>	<u>\$22.00</u>	<u>\$22.66</u>	<u>\$23.11</u>	<u>\$23.58</u>	<u>\$23.81</u>	<u>\$24.05</u>

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APPENDIX C- WAGE SCALE FY23-24

Effective: July 1, 2023

		3%	3%	2%	2%	1%	1%
<u>Step</u>	<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>Years</u>	-	<u>1-3</u>	<u>3-5</u>	<u>5-9</u>	<u>9-15</u>	<u>15-19</u>	<u>20+</u>
<u>Months</u>	<u>0-12</u>	<u>13-36</u>	<u>37-60</u>	<u>61-108</u>	<u>109-180</u>	<u>181-228</u>	<u>229+</u>
<u>Foreman</u>	<u>\$24.25</u>	<u>\$24.98</u>	<u>\$25.73</u>	<u>\$26.24</u>	<u>\$26.77</u>	<u>\$27.03</u>	<u>\$27.30</u>
<u>Crew Leader</u>	<u>\$23.35</u>	<u>\$24.05</u>	<u>\$24.77</u>	<u>\$25.27</u>	<u>\$25.77</u>	<u>\$26.03</u>	<u>\$26.29</u>
<u>Mechanic</u>	<u>\$22.82</u>	<u>\$23.50</u>	<u>\$24.21</u>	<u>\$24.69</u>	<u>\$25.19</u>	<u>\$25.44</u>	<u>\$25.69</u>
<u>Driver/Oper</u>	<u>\$22.00</u>	<u>\$22.66</u>	<u>\$23.34</u>	<u>\$23.81</u>	<u>\$24.28</u>	<u>\$24.53</u>	<u>\$24.77</u>

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APPENDIX D- MEMORANDUM OF UNDERSTANDING-Settlement of Grievance

Re: Health Insurance/Cash in Lieu Benefit

This AGREEMENT made by and between the Town of Old Orchard Beach, Maine (hereinafter the "Town") and Local 481, Council 93, American Federation of State, County and Municipal Employees (hereinafter the "Union"). For valuable consideration, and in consideration of the mutual promises and covenants contained herein, the Town and the Union hereby agree as follows:

The Town and the Union agree to modify, and hereby do modify, the second line of the last paragraph of Section 2 of the Collective Bargaining Agreement between the parties effective July 1, 2010 through June 30, 2012 to read as follows:

"Employees who are eligible for the in-lieu-of benefit will receive 25% of the Town's annual premium cost savings from employee-only coverage under the POS plan."

Notwithstanding the modification to the collective bargaining agreement set forth above, the Town and the Union agree that the three (3) bargaining unit members who, as of the date the above-referenced grievance was filed, were receiving in-lieu-of payments calculated on the basis of the Town's annual premium cost saving from the Employee & Spouse or Family coverage under the POS plan (which ever plan the employee was eligible for at the time) shall continue to have their in-lieu-of payments calculated in the future based upon which ever plan they are eligible for on the date in-lieu-of payments are calculated. Those three bargaining unit members are Dennis Poisson, Richard Reny and Louis Ladakakos.

The Town agrees to make each of the three bargaining unit members identified above whole for lost in-lieu-of benefits by paying them the following amounts within 15 days of the execution of this Agreement: \$4,383.77 to Dennis Poisson, \$4,383.77 to Richard Reny, and \$4,383.77 to Louis Ladakakos.

The Union agrees to pay any cancellation fee charged by the arbitrator who was chosen and scheduled to arbitrate the above-referenced grievance on July 30, 2013.

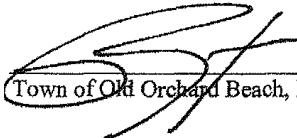
The Union hereby withdraws the above-referenced grievance.

It is understood by the parties that this Agreement does not constitute an admission by the Town of any liability whatsoever, under the collective bargaining agreement or otherwise, or any violation of any federal, state or local laws or regulations, nor will any action by the Town towards compliance with the terms and conditions of the Agreement be construed to constitute any such admission by the Town.

The parties acknowledge and agree that this Agreement shall be a final and binding resolution of above-referenced grievance. The parties further acknowledge and agree that the facts and circumstances related herein and the conclusions and determinations made by this Agreement shall not constitute a precedent or a practice for any purpose, shall not (except as expressly set forth in Paragraph 1 above) be construed as an agreement between the Town and the Union with regard to the interpretation of the collective bargaining agreement between the parties, and shall not become the subject of a grievance (unless either party violates this agreement) or other proceeding by any of the parties hereto.

This is the entire Agreement between the Town and the Union with regard to the above-referenced grievance. The Town has made no promises to the Union other than those in this Agreement. By signing below the parties witness their agreement to all the terms and conditions set forth in this Memorandum of Understanding.

7/29/13


Town of Old Orchard Beach, Maine

7/29/13

Sylvia J. Hebert
Local 481, Council 93, American Federation of State,
County and Municipal Employees