



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 or
www.oobmaine.com/town-council

Regular Town Council Meeting Minutes
Tuesday, March 16th, 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 fifty-one (151) pages is a copy of the original minutes from the regular meeting of the Old Orchard Beach Town Council held on Tuesday, 03.16.2021.

Prepared by: Jennifer Hayes
Approved by: Old Orchard Beach Town Council
Approval Date: 04.06.2021

Respectfully Submitted,

Jennifer Hayes
Town Council Secretary



Regular Town Council Meeting Minutes
Tuesday, March 16th, 2021 @ 6:30pm*
Town Council Chambers

www.oobmaine.com/town-council

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

There was a regular meeting of the Old Orchard Beach Town Council on Tuesday, March 16th, 2021. Chair O'Neill opened the meeting at 6:30pm with the pledge of allegiance followed by roll call. The following members were present:

Shawn O'Neill, Chair
Michael Tousignant, Vice-Chair
V. Louise Reid, Councilor
Jay Kelley, Councilor
Kenneth Blow, Councilor - excused absence

GOOD & WELFARE

Councilor Kelley praised the team that worked on the recent covid-19 vaccination clinic that was held on Wednesday, March 10th, 2021 at the Old Orchard Beach High School. Fire Chief Fred Lamontagne was recognized for his leadership and organization of the clinic and his entire team applauded for the outstanding work to make the clinic run seamlessly.

ACCEPTANCE OF MINUTES

The Town Council accepted the Regular Council Meeting Minutes from Wednesday, February 17th, 2021, the Regular Council Meeting Minutes from Tuesday, March 2nd, 2021 and the Council Workshop Meeting Minutes from Wednesday, March 4th, 2021.

Motioned by: Councilor Reid

Seconded by: Councilor Kelley

Vote: 4-0

PRESENTATION

Presentation of FY22 municipal budget by Town Manager. See Appendices A, B, & C.

Appendix A – Town Manager Memorandum

Appendix B – Budget Power Point Presentation

Appendix C – Fiscal '22 Budget

PUBLIC HEARING – BUSINESS LICENSE & APPROVAL:

Globevest Capital Real Estate, LLC, (316-3-8), 2 Odessa Avenue, one year round rental.

Sam Merritt/Josephine Ceklarz, (312-14-6), 64-66 Atlantic Avenue, four year round rentals.

Elaine & Joseph Smith, (209-13-6), 12 West Casco Avenue, one year round rental.

Lindsay & Ian Verville, (304-6-2-103), 70-72 East Grand Avenue #103, one year round rental.

Chair Opened Public Hearing @ 7:12pm

Chair Closed Public Hearing @ 7:12pm

Motioned by: Councilor Tousignant

Seconded by: Councilor Kelley

Vote: 4-0

PUBLIC HEARING – SPECIAL AMUSEMENT PERMIT APPROVAL:

New England Restaurant Group – Anthony Giudice d/b/a Pirates Patio & Galley, (304-2-9), 2 Walnut Street, inside & outside amplified music, dancing, karaoke from 11:00am to 8:00pm.*

[Note: this is a change in time from last year's permit of 12pm to 8pm]

Karen Novak d/b/a Y Knot Restaurant & Bar, (206-27-13E), 8 Heath Street, inside live music or karaoke from 1:00pm to 5:00pm and/or 8:00pm to 12:30am.

Chair Opened Public Hearing @ 7:13pm

Chair Closed Public Hearing @ 7:15pm

Motioned with discussion: Councilor Kelley

Councilor Kelley requested clarification if the Y Knot Restaurant had issues in the past with loud music and complaints from the condominiums across the street. Police Chief Dana Kelley stated that a couple of complaints were noted regarding loud music and signage compliance but that the complaints were not significant enough to flag the business license.

Seconded by: Councilor Tousignant

Vote: 4-0

TOWN MANAGER REPORT

Per request of Chair O'Neill, who stated he had recently undergone shoulder surgery and was beginning to feel the side effects, bullet pointed highlights of the Town Manager's report were reported as follows:

- 1.) The Town has started the process of seasonal hires. Lifeguard positions are the hardest to fill and those interested in applying should do so via the Town's website.
- 2.) Homestead Exemption applications were noted to be due Thursday, April 1st.
- 3.) Property & Real Estate taxes were noted to be due, Wednesday, March 24th.
- 4.) Exchange Visitor (J1) Informational Orientation for Businesses & Hosts, Thursday, April 1st
- 5.) Town Manager Mead acknowledged the work put into the Town's recent vaccination clinic and the smooth transition throughout the entire process.

NEW BUSINESS

Agenda Item #7383

Presentation of FY22 municipal budget by Town Manager was completed during the presentation portion of the council meeting.

Agenda Item #7384

Discussion with Action: Approve the Special Event Permit for the New England Parkinson's Ride on Friday, September 10th, 2021, at the Ballpark, from 10 a.m. to 10:00 p.m., and Saturday, September 11th, 2021 from 5 a.m. to 7 p.m., ride beginning and ending at the Ballpark; also, Friday, September 9th, 2022 and Saturday, September 10th, 2022; all locations on Friday at the Ballpark, and Saturday is the ride. Alcohol service by Jimmy the Greek's. Insurance listing the Town of Old Orchard Beach as additionally insured to be given to the Town Clerk's Office at least one month prior to each year's event. Clean-up is part of the contract with the Ballpark. The sponsor and the host facility must ensure compliance with all Federal, State, County and Local Orders, rules and regulations and guidance relating to COVID-19 in effect at the time of the event.

Background: *see attached permit application*

Motioned by: Vice-Chair Tousignant

Seconded by: Councilor Reid

Vote: 4-0

APPLICATION INFORMATION

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

1. Name of applicant Cindy W. Theberge
Address of applicant P.O. Box 1124 Merrimack NH 03054
City State Zip
Phone number of applicant 603 609-0515 Fax () N/A
Cell phone 603 494-1864 E-mail neparkinsonsride@gmail.com
On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)
New England Parkinson's Ride
Website address (if an Organization, Firm or Corporation) neparkinsonsride.org

Type of Event:

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

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

Cycling event to raise funds for The Michael J. Fox Foundation.
Friday night pre-ride dinner under tents. Saturday includes
100.50.30 & 10 mile rides with entertainment and sponsor booths after.
Post ride BBQ will include use of Ballpark Concession as well as food trucks.
Will you be using tents? YES NO

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

A+ Party Rental handles the tents, which are secured by
stakes & guinevere. Tents cover picnic tables used for seats
on Friday & Saturday.

Will you be using staging? YES NO

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

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

Other: We have never used bleachers & stadium in the past but may need to this year based on Covid restrictions.

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

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

Name Cindy Theberge / Executive Director Work Phone 603 609-0515

Address PO Box 1124 Merrimack NH 03054
City State Zip

Cell phone 603 494-1864 Fax () N/A

E-mail ne.parkinsonsride@gmail.com

4. SET-UP Date for Event 9/10/21 Day of Week Friday from 10 AM to 5 PM

Date of Event 9/10/21 Day of Week Friday from 5 PM to 10 PM

Date of Event 9/11/21 Day of Week Saturday from 5 AM to 8 AM

Date of Event 9/9/22 Day of Week Friday from 5 PM to 10 PM

Date of Event 9/10/22 Day of Week Saturday from 5 AM to 8 PM

TAKE-DOWN date 9/12/21 Day of Week Sunday from 10 AM to 3 PM
9/11/22

RAIN DATE(s) N/A Times _____
(if rain date listed, insurance must list rain date)

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

6. The estimated number of participants in the event
____ 0-150; ____ 150-500; ____ 500-1000; 1,000+

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

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

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

Beer & wine sales handled by BP license and provided by Jimmy the Greek. Food purchases for cyclists, volunteers, and spectators provided by BP concession stand and food trucks.

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

Description of merchandise New England Parkinson's Ride logo'd gear.

10. Is the event a Charitable event? YES NO

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

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

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

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

The Michael J. Fox Foundation.

12. List any Event Sponsors: Sponsors are not yet secured for 2021 & 2022
Past sponsors include:

Sunovion Pharmaceutical

Acadia Pharmaceutical

Weil Gotschal & Marges

Borclay, Morgan Stanley & RBC
among others.

Will admission be charged for the event? YES NO

Will participants be charged for parking? YES NO

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

YES (if yes, please list dates): This is our 14th year. Ride has been held in OOB on this weekend since 2008.
 NO

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

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

Volunteers are used to support ingress/egress with police officers on duty during actual ride times. Additional police/fire are hired for difficult intersections in OOB (and surrounding towns).

Additional Uniformed presence provided by: 4 Off-Duty Police Officers; Private Security; 10 Volunteers

Times: _____ How many? _____

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

Name: Capt Elise Clark Phone Number: 207-937-5802

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

Supplies are stored via contract with ball park, including a Ride trailer that remains in BP parking lot Fri-Sun.

Will audible devices be used at this event? YES NO

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

A microphone and portable speakers are used for presentations on Friday evening and start at rides Saturday morning. Audible devices are used 5-9am on Friday and 7am-6pm on Saturday.
Where will the event attendees/participants park? _____

At the Ballpark.

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

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

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

If yes, give details: Only the Ride trailers, timing trailers from All

Sports Events, Bicycle rental trailers, & Audio Visual trailers.

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

All disposal is handled under contract with The Ballpark.

Is the use of barricades necessary/requested for this event? Only within The Ballpark parking lot.

If yes, number needed and location 6-10 at The Ballpark

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

YES NO If yes, please describe:

Is any other public works assistance needed? The Ballpark may need to be graded where ride begins. Major routes may need to be swept if dangerous levels of gravel or debris exist. Use of cones & sand bags for the BP.

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

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

YES NO

If yes, explain: Grills used at BP concession stand. Propane burner used Friday night to warm chowder. Citronella candles in glass jars used on picnic tables Friday night.

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

Route markers & "please share the road" signs are posted along the route and are taken down immediately after the ride.

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

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

Ride banner over Saco Ave. is 20 ft long and typically hung by fire dept. Language is "Welcome Cyclists & Volunteer" with date "2020."

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

Will the alcohol be: Sold; Given away; Both

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

Friday night alcohol is donated by sponsor and distributed by trained volunteers. (5-9pm) Saturday alcohol is donated and given out by volunteers (one ticket per side or volunteer.) Beer/wine is also sold on Saturday by Jimmy the brews.

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

20. Will the event involve professional fireworks? YES NO

Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? _____

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

What time/date will the fireworks display occur? _____

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

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

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

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

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

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

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

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

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

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

_____ Only as an exit from the BP through the parking lot of High School.

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

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

Signature: Cindy W. Theberge Date: 2/20/21
(authorized representative)

Print name: Cindy W. Theberge

Print Organization Name (if applicable): New England Parkinson's Ride

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

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

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

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers

See attached.

SPECIAL EVENT PERMIT AGREEMENT

I, Cindy W. Theberge on behalf of New England Parkinson's Ride
(Print Applicant Contact Name) (Print Organization/Group Name)

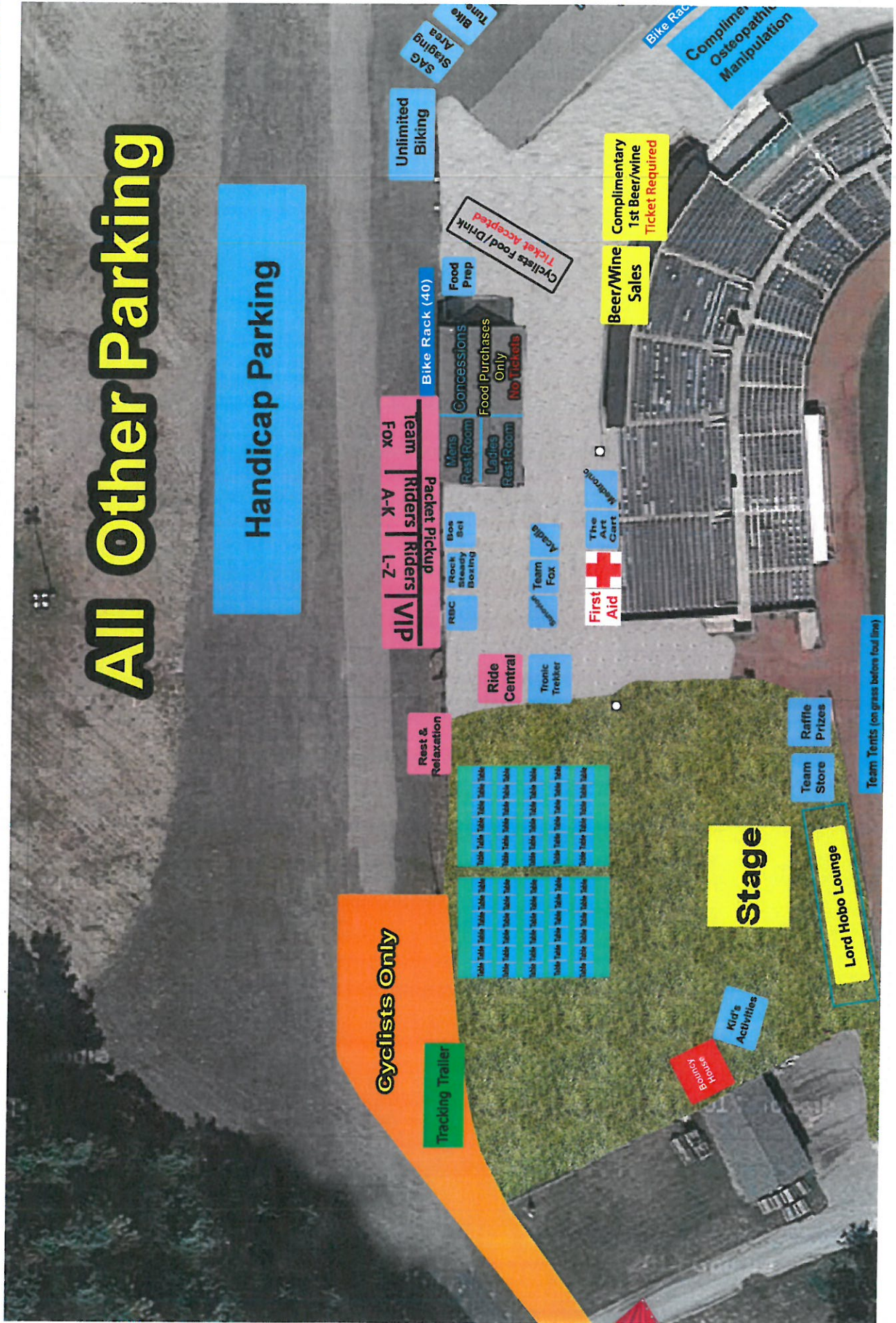
Agree to abide by the following Special Event requirements:

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

2021 New England Parkinson's Ride Saturday, September 11th



All Other Parking



MISCELLANEOUS PAYMENT RECPT#: 519979
TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVE.
OLD ORCHARD BEACH ME 04064

DATE: 02/24/21 TIME: 13:53
CLERK: reg5 DEPT:
CUSTOMER#: 0

COMMENT: SPEC EVENT PERMIT X2

CHG: TCREC TOWN CLERK RECE 200.00

AMOUNT PAID: 200.00

PAID BY: NE PARKINSON RIDE
PAYMENT METH: CREDIT CARD

REFERENCE:

AMT TENDERED: 200.00
AMT APPLIED: 200.00
CHANGE: .00

Agenda Item #7385

Discussion with Action: Approve the Special Event Permit application for OOB365 to hold a Scottish Festival on Friday, June 4th, and Saturday, June 5th, 2021. Set –up in the Park Friday night. There will be a bonfire on the beach in front of the Brunswick on Friday from 6 p.m. until 9 p.m.; parade at 8:45 a.m. Saturday from Town Hall, down Old Orchard Street, First Street to Memorial Park; event in Memorial Park on Saturday from 8 a.m. to 8 p.m. four Downeaster parking spaces to be provided; access available to Chamber of Commerce and Absolute Beach Rentals; accommodations for Shuttlebus riders by assisting them with passage through the event; First Street closed on Saturday from 2 a.m. to 8 p.m.; Any liquor must be on the library property, with permission from the library - Liquor Liability insurance, listing Town as additionally insured, to be provided by the liquor provider, as well as the liquor provider providing private door security; OOB365 to give insurance, listing the Town as additionally insured, to the Town Clerk’s Office at least one month prior to the event. Applicant to work with Flag Raising Committee for Flag Raising at 6:30 p.m. in Memorial Park. Week before event applicant to walk the area with Public Works. The sponsor and the host facility must ensure compliance with all Federal, State, County and Local Orders, rules and regulations and guidance relating to COVID-19 in effect at the time of the event.

Background: *see attached permit application*

Motioned by: Councilor Reid

Seconded by: Councilor Kelley

Vote: 4-0

Agenda Item #7386

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

New England Restaurant Group – Anthony Giudice d/b/a Pirates Patio & Galley,
(304-2-9), 2 Walnut Street, Class A restaurant/lounge.

Big Daddy’s Bar & Grill, LLC, (307-3-4), 13 Old Orchard Street, Class A restaurant.

Best Value Inn d/b/a Mt. Royal Motel/King Weinstein/Festival Hospitality,
(307-4-1), 30 West Grand, M-V in a hotel.

Richard Payette d/b/a Landmark Restaurant, LLC, (306-5-6), 28 East Grand Avenue, Class A Restaurant.

Portland Avenue Associates, LLC – King Weinstein d/b/a Grand Beach Inn,
(202-3-5), 198 East Grand Avenue, M-S-V in a hotel.

Karen Novak d/b/a Y Knot Restaurant & Bar, LLC, (206-27-13E), 8 Heath Street,
Class XI-Class A Restaurant/Lounge.

Motioned by: Vice-Chair Tousignant

Seconded by: Councilor Kelley

Vote: 4-0

APPLICATION INFORMATION

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

1. Name of applicant OOB365 – Sharri MacDonald

Address of applicant PO BOX 1124 Old Orchard Beach Maine 04064

Phone number of applicant (207)590-4201 _____ Fax (____) _____

Cell phone (____) _____ E-mail smacdonald@maine.rr.com

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

OOB365

Website address (if an Organization, Firm or Corporation) oob365.com

Type of Event:

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

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

OOB365 Old Orchard Beach Scottish Festival Saturday June 5th with bonfire in front of the Brunswick on Friday June 4th like in years past.

Will you be using tents? X YES NO

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

EZ UPS

Will you be using staging? YES NO

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

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

Other: _____

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

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

Name Sharri MacDonald Work Phone (____) _____

Address 23 Ross Road OOB Maine _____

City _____ State _____ Zip _____

Cell phone (207) 5904201 Fax (____) _____

E-mail smacdonald@maine.rr.com _____

4. SET-UP Date for Event June 4 2021 Day of Week Friday from 6am to 9pm
Date of Event Friday June 4 Bonfire Day of Week Friday from 6 to 9

Date of Event 6/5/21 Day of Week Saturday from 8 to 8pm

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

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

TAKE-DOWN date _____ Day of Week _____ from _____ to _____

RAIN DATE(s) _____ Times _____

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

5. Location of the Event Memorial Park and First Street
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event
- _____ 0-150; 150-500; _____ 500-1000; _____ 1,000+

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

Pipe Band parade from behind town hall to the event on Saturday. Old Orchard Street will be closed for 1 hour max. Parade leaves town hall at 8:45am and the pipers march to first street. We have done this for the years of this event.

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

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

Scottish foods will be on the menu, scones, haggis, scotch eggs. We also will be having the Scottish Whisky tasting Tent as we have done in the past – so people can sample traditional Scottish whisky.

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

Description of merchandise Scottish Artisans will fill the park.

10. Is the event a Charitable event? YES NO

Is this event co-sponsored by the Town of Old Orchard Beach? YES

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

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

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

OOB365

12. List any Event Sponsors:

We have to get it approved before we can get sponsors. Last years sponsors include but were not limited to:

FL PUTNAM Investments, Saco & Biddeford Savings, Alouette Beach Resort, Aquaboggan Water Park, Crows Nest Resort, MacDonald's Excavation, MacDonald's Garage, Seacoast RV, Normandie Inn, Seacliff House, The Brunswick, Dickinsons Candy

Will admission be charged for the event? YES NO

Will participants be charged for parking? YES NO

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

YES (if yes, please list dates): First Saturday in June for last 3 years.
 NO

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

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

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

Times: _____ How many? _____

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

Name: _____ Phone Number: _____

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

. We setup on Friday Night and there will be tents and vendors overnight.

Will audible devices be used at this event? YES NO

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

Stage will have amplified music.

Where will the event attendees/participants park? In the town parking areas

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

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

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

If yes, give details: _____

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

The town trash barrels that are already in placed in the park and we would appreciate it if more were made available.

Is the use of barricades necessary/requested for this event? Yes

If yes, number needed and location To close First Street and to barricade for the quick parade Saturday Morning.

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

YES NO If yes, please describe:

Is any other public works assistance needed? Put up orange fencing like we did for the past 3 years exactly like what is done for the Chamber of Commerce Car show.

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? _____.

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

If yes, explain: Grill for the hotdogs and burger and haggis.

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

No signs

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

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

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

Will the alcohol be: Sold; Given away; Both

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

For the past years we have had a catered Scottish Whisky tasting tent that has gone over without any problems.
We intend to do that exactly the same way as last year.

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

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

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

What time/date will the fireworks display occur? _____

21. Will there be any kind of animals at this event? (e.g. petting zoo, pony rides, etc.) Yes Petting

Zoo and pony rides. If so, please indicate the location of the animals on the Site Plan/Map.

22. Piping Plovers are federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 15th through August 31st of each year. Will this event occur on the beach? _____ YES x NO

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

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

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

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

#23 or the date the applicant will receive approval?

SPECIAL EVENT PERMIT AGREEMENT

I, Sharri MacDonald on behalf of OOB365
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.

11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.

12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.

13. Events are considered rain/shine. Refunds are not issued if the event does not occur.

14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.

15. Consumer Fireworks are illegal in Old Orchard Beach.

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

Signature: Sharri MacDonald Date: 3/7/21
(authorized representative)

Print name: Sharri MacDonald

Print Organization Name (if applicable): OOB365

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

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

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

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



Agenda Item #7387

Discussion with Action: Award the bid to Loranger Door and Window for the installation of the Town Hall front doors to be funded through capital account # 51002-50842 with a balance of \$373,032.90 (three hundred seventy-three thousand thirty-two dollars, ninety cents).

Background: *(see attached Town Hall door bids)*

Town Manager noted cost for successful bid was \$19,000.

TO: Old Orchard Beach Town Council
Larry Mead, Town Manager
Jennifer Hayes, Executive Assistant

FROM: Diana Asanza, Treasurer-Finance Director

SUBJECT: Town Hall front door replacement

DATE: March, 10th, 2021

MEMO

Larry,

We received 3 bids for the Town Hall doors and the low bid was from Loranger Door and Window at \$19,000.00. All bids would require painting and drywall repair if needed after the job is complete. The bid from Windsor Construction did not list the type or brand of automatic door openers, however the only exception listed to the scope of work was the finishing work I mentioned previously.

Loranger Door and Window	\$19,000
Windsor Construction, LLC	\$27,384
Door Services, Inc.	\$31,740

With the pricing received Loranger Door and Window came in \$8300 lower and is providing what was requested in the specifications, I recommend awarding the bid to Loranger Door and Window. Estimated delivery would be 4 – 5 weeks from confirmation of award. This would be funded through capital 51002-50842 with a balance of \$373,032.90.

Thanks,
Diana

Motioned by: Vice-Chair Tousignant

Seconded by: Councilor Kelley

Vote: 4-0

TOWN HALL FRONT ENTRANCE DOOR BIDS

	<u>VENDOR</u>	<u>PRICE</u>	<u>DESCRIPTION</u>
1	Loranger Door & Window Co., Inc.	19,000.00	<p>Exterior Double Door</p> <ul style="list-style-type: none"> Automatic Operators and wireless push pads Insulated Glass Weather Stripping Vertical Rod Manual Exit Bars Kick plates Threshold <p>Interior Single Door</p> <ul style="list-style-type: none"> Full Glass Automatic Operators and wireless push pads Pull Handles Kick plate
2	Windsor Construction, LLC	27,384.00	<p>Exterior Double Door</p> <ul style="list-style-type: none"> Aluminum Frame Insulated Glass Vertical Rod Manual Exit Bars Kick plates Threshold <p>Interior Single Door</p> <ul style="list-style-type: none"> Aluminum Frame Pull Handles Insulated Glass Kick plates Threshold
3	Door Services Inc.	31,740.00	<p>Exterior Double Door and Interior Door</p> <ul style="list-style-type: none"> Insulated Glass Panic Bars Exterior Pull Handles Aluminum threshold Weather strip Brush seal Automatic Operators and wireless push pads <p>Interior Single Door</p> <ul style="list-style-type: none"> Full View Door Push/Pull handle threshold Automatic Operators and wireless push pads

Town of Old Orchard Beach

Request for Proposal – Town Hall Front Entrance Door Replacement

Exhibit A

PROPOSAL BID RESPONSE FORM

The undersigned proposes to provide the work described under Section B. Specification of Work for the Town of Old Orchard Beach for the total cost of:

TOTAL PROJECT COST TO COMPLETE: \$ 19,000 expires 3-31-21

Any exclusions should be noted: Finish painting by others

Date: 3-3-2021

BIDDER: LORANGER DOOR & WINDOW
(Company Name)

ADDRESS: 2325 BROADWAY
SO PORTLAND, ME 04106

BY: Fran Loranger
(Authorized Representative)

PRINT NAME: FRAN LORANGER



Loranger Door & Window Co. Inc
 2325 Broadway
 Suite 1
 S. Portland, ME 04106
 207-772-2223
 Fax: 207-773-3261



QUOTE

2101-252181 R2 PAGE 1 OF 3

SOLD TO
TOWN OF OLD ORCHARD BEACH 1 PORTLAND AVE. OLD ORCHARD BEACH ME 04064

JOB ADDRESS
TOWN OF OLD ORCHARD BEACH MIKE C. 978-618-5933 1 PORTLAND AVE. SIDE ENTRY EXT. & FOYER OLD ORCHARD BEACH ME 04064 229-3613

ACCOUNT	JOB
C82293613	0
CREATED ON	01/13/2021
EXPIRES ON	03/31/2021
BRANCH	FCL
CUSTOMER PO#	
STATION	FLOR
CASHIER	FCL
SALESPERSON	WEJ
ORDER ENTRY	FCL
MODIFIED BY	FCL

2020 PRICING /
 ALLOW 4-5 WEEKS UPON
 CONFIRMATION

Item	Description	D	Quantity	U/M	Price	Per	Amount
SFO	****SPECIAL FACTORY ORDER**** PLEASE VERIFY IMMEDIATELY AS THIS MATERIAL IS NON-CANCELLABLE AND NON-RETURNABLE!						
C	EXT DBL DR NEW ENTRANCE DOUBLE FULL GLASS DOORS W/VERTICAL ROD EXIT DEVICES AND AUTOMATIC OPERATORS... NEW FRAME W/ 2 INSUL.GLASS TRANSOM/ SILL AND WEATHERSTRIPPING INSTALLED ...						
NSMD	76 X 107 X 7 1/8 METAL FRAME DBL DR W/ 2 LITE GLS TRANSOM 2- 3/0 X 7/0 FULL INSULATING GLASS 24" X 64" DOORS 2- 83" CONTINUOUS PIANO HINGES 2- SARGENT VERTICAL ROD MANUAL EXIT DEVICES W/ OUTSIDE PULL HANDLES CYLINDER HOLD DOWN AND O/S KEY ACCESS 1 DOOR 2-8 X 34 KICKPLATES 1-72 X 5" THRESHOLD PERIMETER WEATHERSTRIP & DOOR BOTTOM SWEEPS ... EXTERIOR DBL		1	EACH			
NSLABORSERVICE	LABOR BY DOOR TECH- REMOVE AND DISPOSE EXTERIOR DOUBLE DOOR/ INSTALL NEW FRAME/GLAZE GLASS IN		1	EACH			
PLEASE VERIFY SIZE, QUANTITY, AND SPECS BEFORE ORDERING. SPECIAL ORDER MATERIALS ARE NOT RETURNABLE.					Subtotal		
					Sales Tax		
					Total		

Buyer:

Signature



Loranger Door & Window Co. Inc
 2325 Broadway
 Suite 1
 S. Portland, ME 04106
 207-772-2223
 Fax: 207-773-3261



QUOTE

2101-252181 R2 PAGE 2 OF 3

SOLD TO
TOWN OF OLD ORCHARD BEACH 1 PORTLAND AVE. OLD ORCHARD BEACH ME 04064

JOB ADDRESS
TOWN OF OLD ORCHARD BEACH MIKE C. 978-618-5933 1 PORTLAND AVE. SIDE ENTRY EXT. & FOYER OLD ORCHARD BEACH ME 04064 229-3613

ACCOUNT	JOB
C82293613	0
CREATED ON	01/13/2021
EXPIRES ON	03/14/2021
BRANCH	1000
CUSTOMER PO#	
STATION	FLOR
CASHIER	FCL
SALESPERSON	WEJ
ORDER ENTRY	FCL
MODIFIED BY	FCL

2020 PRICING /
 ..
 ALLOW 4-5 WEEKS UPON
 CONFIRMATION
 ..

Item	Description	D	Quantity	U/M	Price	Per	Amount
NSMH	TRANSOMS/MOUNT 2 NEW DOORS/ EXIT HARDWARE/ SILL & WTHRSTP .. AUTO OPERATORS BY DOOR CONTROL. 2- HORTON 4100 H.D. AUTOMATIC DOOR OPERATORS W/ 2 WIRELESS PUSH PADS...INSTALLED BY DOOR CONTROL OF N.E. ..AFTER INSTALLATION OF DOOR/FRAME & HDWE COMPLETION .. EXT DBL DR		1	EACH			14,955.00
C	INT SGL DR .. SINGLE INTERIOR FOYER FULL GLASS DOOR - PUSH PULL W/ AUTOMATIC OPERATOR ...		1	EACH			
NSMD	3/0 X 7/0 FULL INSULATING 24" X 64" GLASS DOOR LH O/S NEW HINGES AND PULL HANDLE .. FOR EXISTING FRAME 3- NEW HINGES AND 1 KICK PLATE 1- PULL HANDLE.. FOYER INSIDE DOOR.. ...		1	EACH			
NSLABORSERVICE	LABOR BY DOOR TECH- INSTALL SINGLE DOOR AND HARDWARE INTO EXISTING INTERIOR FRAME. DISPOSE OF OLD DOOR. 1-AUTO DOOR OPERATOR INSTALLED BY DOOR CONTROL OF NE..		1	EACH			
PLEASE VERIFY SIZE, QUANTITY, AND SPECS BEFORE ORDERING. SPECIAL ORDER MATERIALS ARE NOT RETURNABLE.					Subtotal		
					Sales Tax		
					Total		

Buyer:

Signature



Loranger Door & Window Co. Inc
 2325 Broadway
 Suite 1
 S. Portland, ME 04106
 207-772-2223
 Fax: 207-773-3261



QUOTE

2101-252181 R2 PAGE 3 OF 3

SOLD TO
TOWN OF OLD ORCHARD BEACH 1 PORTLAND AVE. OLD ORCHARD BEACH ME 04064

JOB ADDRESS
TOWN OF OLD ORCHARD BEACH MIKE C. 978-618-5933 1 PORTLAND AVE. SIDE ENTRY EXT. & FOYER OLD ORCHARD BEACH ME 04064 229-3613

ACCOUNT	JOB
C82293613	0
CREATED ON	01/13/2021
EXPIRES ON	03/14/2021
BRANCH	1000
CUSTOMER PO#	
STATION	FLOR
CASHIER	FCL
SALESPERSON	WEJ
ORDER ENTRY	FCL
MODIFIED BY	FCL

2020 PRICING /
 ..
 ALLOW 4-5 WEEKS UPON
 CONFIRMATION
 ..

Item	Description	D	Quantity	U/M	Price	Per	Amount
NSMH	1- HORTON 4100 H.D. AUTOMATIC DOOR OPERATOR W/ 2 WIRELESS PUSH PADS...INSTALLED BY DOOR CONTROL OF N.E. ..AFTER INSTALLATION OF DOOR & HDWE COMPLETION INT SGL DR		1	EACH			4,045.00
PNT	ALL PRODUCTS ARE UNFINISHED UNLESS OTHERWISE SPECIFIED AND NEED TO BE FINISHED PER INSTRUCTIONS PROVIDED BY THE MANUFACTURER	N					
PLEASE VERIFY SIZE, QUANTITY, AND SPECS BEFORE ORDERING. SPECIAL ORDER MATERIALS ARE NOT RETURNABLE.					EXE 0.00%	Subtotal	19,000.00
						Sales Tax	0.00
						Total	19,000.00

Buyer:

Signature

RC'D 2/25
e marking/scanned

Town of Old Orchard Beach

Request for Proposal – Town Hall Front Entrance Door Replacement

Exhibit A

PROPOSAL BID RESPONSE FORM

The undersigned proposes to provide the work described under Section B. Specification of Work for the Town of Old Orchard Beach for the total cost of:

TOTAL PROJECT COST TO COMPLETE: \$ 27,384.00

Any exclusions should be noted: DRY WALL REPAIR,

Date: 2/21/21

BIDDER: WENDSON CONSTRUCTION, LLC
(Company Name)

ADDRESS: 198 SACO AVE
OOB, ME 04064

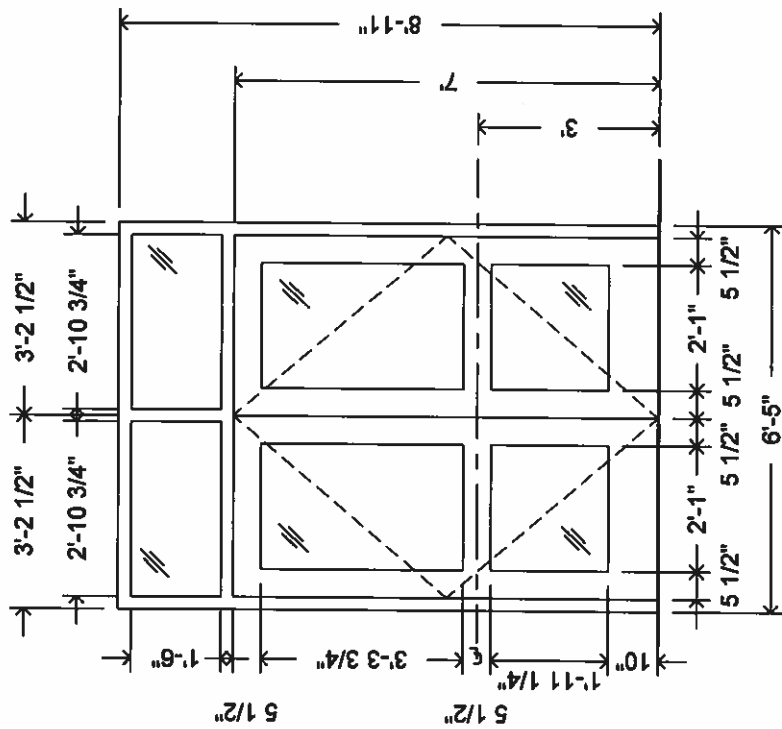
BY: _____
(Authorized Representative)

PRINT NAME: MICHAEL SAUSWAS

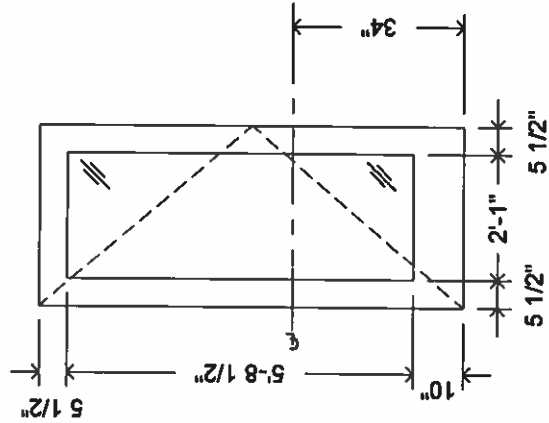
- STOREFRONT AND DOOR
SUPPLIER PORTLAND GLASS

- PRICE INCLUDES STANDARD
2x 4 1/2 ALUMINUM FRAME,
INSULATED GLASS, PUSH/PULL
OFF SET HANDLES, THRESHOLD,
S.S. KICK PLATES AND
DOOR SWEEPS.

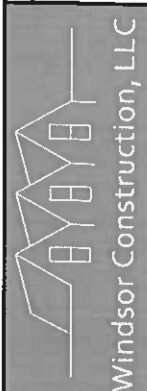
- PRICE INCLUDES ALTERNATES



**STOREFRONT ASSEMBLY
INSULATED DOORS AND GLAZING UNITS**



**DOOR LEAF WITH INSULATED GLAZING UNIT
FIT WITHIN AN EXISTING 3'-0" X 7'-0" FRAME OPENING
EXISTING STRIKE PLATE IS 34" ABOVE FLOOR**



PROJECT
STOREFRONT AND DOOR REPLACEMENT QUOTE

SHEET TITLE
DOOR DRAWINGS

DESIGNED BY:	KRE	DRAWING NO.
DRAWN BY:	MFS	A1.1
CHECKED BY:	MFS	
DATE:	02/16/2020	
DRAWING SCALE:	1/2" = 1'-0"	
REVISION:	0	

PROPOSAL

Professional distributor, retailer, wholesaler and installer of sectional and rolling steel doors, electric operators and construction specialty products.

PORTLAND
31 Diamond Street
P.O. Box 8772
Portland, ME 04104
207-797-5696
Fax 207 878-5156

PRESQUE ISLE
6 Buck Street
Mapleton, ME 04757
207 -764-3060 Fax
207-764-5754

DOOR **DSI** SERVICES, INC.

3/8/2021 11:19:19 AM Letter 1
Contact's Fax

COMPANY / LAST NAME FIRST NAME			DATE	REVISED DATE	TELEPHONE
Old Orchard Beach (Town)			3/8/2021	3/8/2021	(207) 934-5714
PO BOX			HOME #	FAX #	
			(207) 934-5714		
STREET			JOB NAME		
1 Portland Ave.					
CITY	STATE	ZIP CODE	JOB LOCATION		
Old Orchard Bea	ME	04064-			
ATTENTION		EMAIL	FILE NAME/NUMBER	JOB PHONE	
			38804		
TYPE	DATE REQUIRED	YEAR	PRODUCT TYPE	COMMENTS	
Comm.	June	2021	Hollow Metal		

Furnish and Install:

- 1 - Hollow metal frame and transom for a 6' 4" X 8' 11" opening (7" thick), full view doors, panic bars, exterior pull handles, all glass insulated, aluminum threshold, weather strip, brush seal
- 1 - 35 3/4" X 83" X 1 3/4" full view door, right hand reverse, push pad and pull handle, threshold
- 1 - Nabco GT710 single door low voltage operator, wireless push pads
- 1 - Nabco GT8500 double door low voltage operator, wireless push pads
- + Remove and dispose of existing doors and frame
- + All finish work (sheet rock, etc) by others

Total parts and labor (tax exempt): \$31,740.00

We propose to furnish material and/or labor-complete in accordance with the above specifications. (Alterations, adds or deducts noted above are not included in the base price noted below.) for the sum of

See Above dollars (\$ See Above)

Payment to be made as follows: **Net 30 Days From Invoice Date**

Acceptance of Proposal

I understand that by signing this proposal I am entering into a binding contract and the prices, payment terms, specifications and conditions expressed above and as stated at www.dsidoors.com/terms are hereby accepted. Door Services, Inc. is authorized to do the work as specified. If signed in any representative capacity, the buyer's obligations hereunder are unconditionally and personally guaranteed by the signer. **IMPORTANT NOTE:** For terms and conditions of sale, visit: www.dsidoors.com/terms. If you are unable to access this website, ask for a printed copy.

Authorized Signature

Ted Pakulski

NOTE: This proposal can be withdrawn if not accepted within 30 Days

Signature of Buyer

Date

For terms and conditions of sale: www.dsidoors.com/terms

Town of Old Orchard Beach Maine



**Town of Old Orchard Beach, Maine
NOTICE OF REQUEST FOR PROPOSALS
TOWN HALL BUILDING
FRONT ENTRANCE DOOR REPLACEMENT**

February 9, 2021

Deadline extended to 3/8/2021

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

The Town of Old Orchard Beach is soliciting proposals to replace the Town Hall Main Entrance Exterior Double Doors, a Single Interior Door, and automatic door opener mechanism(s) for ADA compliance.

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

A. SUBMISSION INFORMATION AND REQUIREMENTS

Proposals must be received by the Town of Old Orchard Beach no later than **10:00 AM on Wednesday, February 24, 2021**. There will be a public opening at that time. Due to COVID-19 bids will be accepted electronically, or by mail to:

Town Manager – RFP Town Hall Front Entrance Doors
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach, ME 04064
Electronically to: jhayes@oobmaine.com

Each proposal shall include:

1. Proposal of Work - As described under Specifications of Work
2. Proposal Bid Form – Please complete Bid Response Form labeled Exhibit A.

INQUIRIES:

Any additional information concerning the project should be directed to:

Larry Mead, Town Manager at 207-937-5628, email: lmead@oobmaine.com

Michael Casasanto, Facilities Manager at 207-937-5610, email: mcasasanto@oobmaine.com

RESERVATION OF RIGHTS

The Town reserves the right to request clarification of and/or solicit additional information of any proposer; to have proposer(s) make presentations to the Selection Committee; and/or to

negotiate with any proposer(s) regarding any terms of their proposal, including but not limited to the cost and/or scope of services, with the intent to achieve the best proposal that shall result in a contract that is deemed by the Town to be in its best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement, if possible.

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

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

B. SPECIFICATION OF WORK

The work consists of:

- **Removal and disposal of existing front entrance double doors and interior single foyer door.**
- **Install Two (2) new insulated exterior double doors at the front entrance, with ADA automatic door opener.**
- **Install One (1) interior single foyer full glass door with ADA automatic door opener.**

Please provide a detailed description of the work that will be involved to include:

1. Door manufacturer and warranty information
2. Automatic door mechanism manufacturer and warranty information
3. Measurements for the exterior doors and the interior door
4. List of the hardware that will be used, i.e. kickplates, pull handles, weatherstrip etc.
5. Detailed approach for installation
6. Estimated time to complete
7. Any other information that is important to the project and bid.

Measurements will need to be taken to verify size. Please contact Michael Casasanto to schedule an appointment for a site visit at:

(978) 618-5933 or mcasasanto@oobmaine.com

PROPOSAL BID RESPONSE FORM

The undersigned proposes to provide the work described under Section B. Specification of Work for the Town of Old Orchard Beach for the total cost of:

TOTAL PROJECT COST TO COMPLETE: \$ _____

Any exclusions should be noted: _____

Date: _____

BIDDER: _____
(Company Name)

ADDRESS: _____

BY: _____
(Authorized Representative)

PRINT NAME: _____

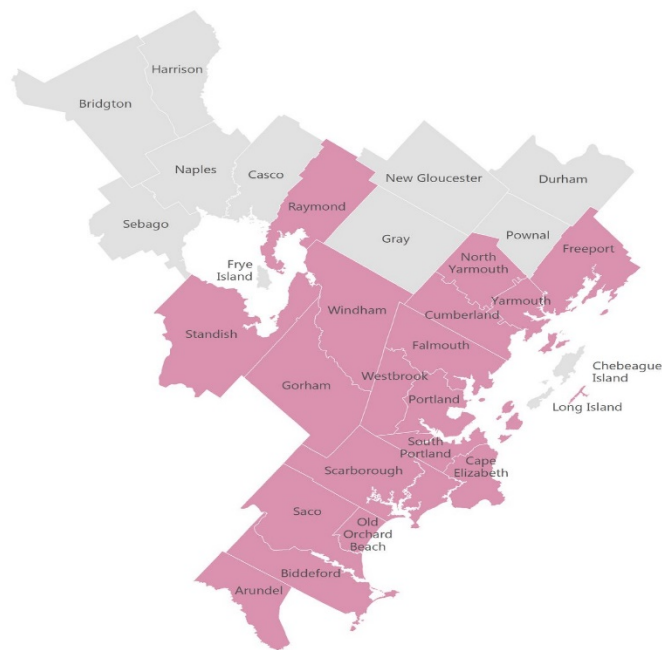
Agenda Item #7388

Discussion with Action: Appoint Town Manager Larry Mead as the Old Orchard Beach representative to the Portland Area Comprehensive Transportation System (PACTS) Policy Board.

Background:

The Portland Area Comprehensive Transportation System (PACTS) is a federal metropolitan planning organization that coordinates transportation planning and investment decisions with the state, municipalities and public transportation partners. It directs the spending of more than \$25 million in transportation funding each year.

Included communities:



Motioned by: Vice-Chair Tousignant

Seconded by: Councilor Reid

Vote: 4-0

Agenda Item #7389

Discussion with Action: Approve the Local 2247 International Association of Firefighters AFL-CIO-CLC Contract, effective July 1, 2020 to June 30, 2023.

Background: *(See attached contract)*

The contract is a 3 year agreement retroactive to July 1, 2020 through June 31, 2023. It provides for Cost of Living Wage Adjustments of 1% in year one and 2% in both year two and year three. The agreement will allow for an experienced and qualified fire fighter paramedic to be laterally placed at an advanced pay grade up to the 10 year step. The agreement also allows for the hiring on a conditional basis of a firefighter that has not yet achieved a Paramedic certification with the requirement that the person advances to the Paramedic level at the first available training opportunity.

Motioned by: Vice-Chair Tousignant

Seconded by: Councilor Kelley

Chair O'Neill recognized the hard work of Fire Chief Lamontagne, Town Manager – Larry Mead, and HR Director - Fran Beaulieu for labor contract negotiations that resulted in a three year contract; as opposed to the one and two year contracts that have been seen in the past.

Councilor Reid congratulated the Fire Department and thanked the fire fighters for their continued hard work.

Vote: 4-0

AGREEMENT
BETWEEN
THE TOWN OF OLD ORCHARD BEACH
&
LOCAL 2247 INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
AFL-CIO-CLC
JULY 1, 20~~16~~20-JUNE 30, 20~~19~~23

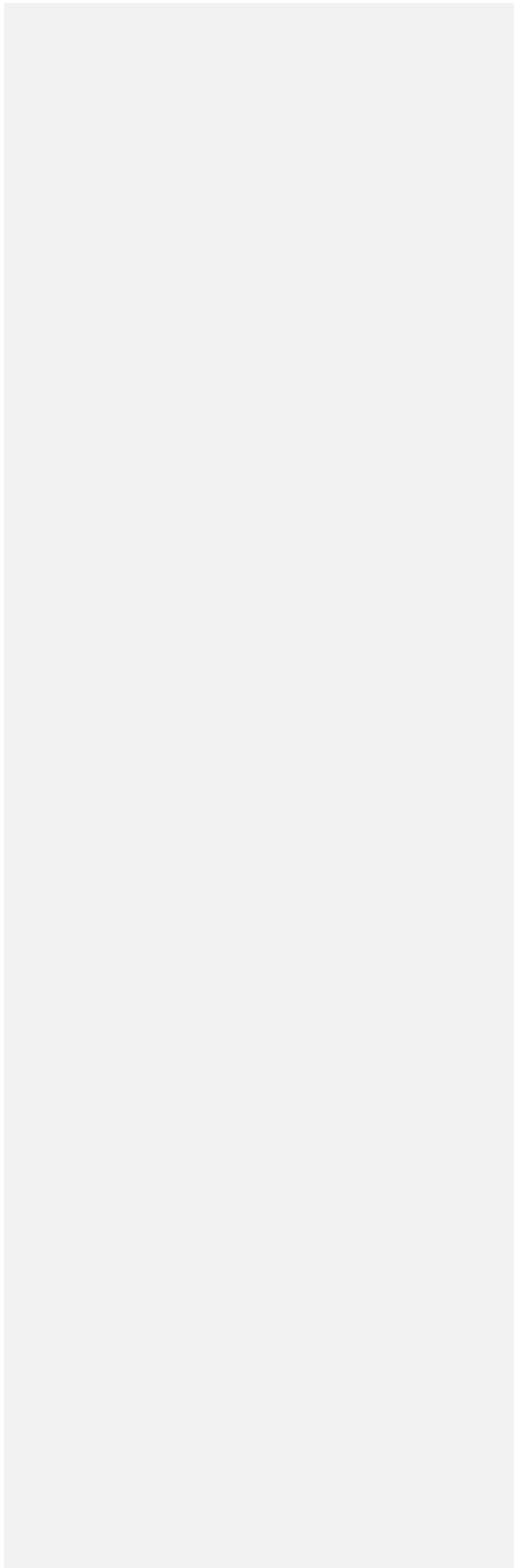


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This Agreement is made and entered into this 1st day of July, 2016 by and between the Town of Old Orchard Beach, hereinafter referred to as "Town" and Local 2247, International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as "Local Union".

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of Chapter 9-A Revised statutes of Maine, Title 26, as enacted by the Maine Legislature in 1969, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law", and as amended, this Agreement is made and entered into by and between the Town of Old Orchard Beach, Maine, and Local 2247 of the International Association of Fire Fighters.

In order to increase general efficiency in the Town and to promote the morale, equal rights, well-being and security of its employees, the Town of Old Orchard Beach, and Local 2247, herein bind themselves in mutual agreement as follows:

ARTICLE 2- RECOGNITION

The Town recognizes the Local Union as the sole and exclusive bargaining agent for all uniformed full-time employees, including the Captains and Lieutenants of the Old Orchard Beach Fire Department, personnel performing principally Fire, Rescue and EMS operations, as well as the Office Manager, with exception of the Fire Chief and career Deputy Chief, for the purpose of collective bargaining and entering into agreements relative to wages, hours and working conditions.

It is recognized that the Fire Chief is the head of the Old Orchard Beach Fire Department, and that all members in the Department shall be responsible to the Fire Chief in accordance with the provisions of the Town Charter.

Definitions:

1. "Local Union" shall mean Local 2247, International Association of Fire Fighters.
2. "The Town" shall mean the Town of Old Orchard Beach, the Town Manager; or a designated representative who represents the Town of Old Orchard Beach for all agreements finalized between said representative and the Union, Local2247.
3. "The Fire Chief" shall mean the head of the Fire/Rescue Department.
4. "Career Deputy Chief" shall mean the 2nd in command of the Fire/Rescue Department.
5. "Rescue" shall mean emergency medical service, water/ice extrications, search and retrieval of victims during firefighting operations both above and below grade.
6. "Fire Fighter" shall mean all full-time regular uniformed members, except the Fire Chief, Career Deputy Fire Chief, and Office Manager.

ARTICLE 3 - RELATIONSHIP

The Local Union shall be ever mindful of its "No Strike" obligation and the individual members of the Local Union are to regard themselves as Municipal Fire Fighters, and as such they are to be governed by the highest ideals of honor and integrity. The Town agrees that no Fire Fighter shall in any manner be discriminated against or restrained or influenced on account of membership in Local 2247 or by reason of his/her holding office therein.

ARTICLE 4 - DUES DEDUCTION

The Town shall deduct union dues weekly from the first pay period upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the Local Union as to the amount for dues. All such forms shall be supplied by the Union and be satisfactory to the Town. The Town shall forward all such dues so collected to the Treasurer of the Local Union each month. The Union shall indemnify and save the Town harmless against all claims and suits 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.

The Town shall maintain regular deductions of dues of each employee, unless notified otherwise either by the Local Union or by the individual employee.

ARTICLE 5 - SENIORITY

The Town shall establish a seniority list for firefighters, and it shall be brought up to date on January first (1st) of each year. Said list shall be made available to the Union upon request. Any objection to the seniority list as posted must be reported to the Fire Department and the Local Union within ten (10) days from the date posted, or it shall stand accepted. For the purpose of this Article, "Seniority" shall mean length of service from date of hire as a Fire Fighter.

In the event that more than one employee is hired the same day, they shall draw lots for seniority.

ARTICLE 6 - DUTIES

The duties of the uniformed members of the Old Orchard Beach Fire Department shall be the prevention, control and extinguishment of fires, performing all emergency medical services for the community, and the saving of lives. They shall perform minor maintenance duties such as cleaning, sweeping, and minor repairs in the building and on the grounds, and minor maintenance on the equipment and apparatus.

Firefighters hired after July 1, 1985, shall as a condition of employment or within one (1) year of employment possess a valid State of Maine Emergency Medical Technician license.

All firefighters hired after July 1, 1985 must also maintain EMT-Basic certification throughout their tenure.

All firefighters hired after July 1, 1995 must have or obtain a State of Maine Certificate for Firefighter I within one year of hire.

After January 2000, all future firefighter hires shall be at Paramedic level or licensed Advanced level enrolled in a Paramedic course and shall be required to complete the Paramedic course and maintain a Paramedic License level during their tenure.

Four (4) firefighter positions, one (1) per shift, must be a paramedic position in order to provide the highest emergency medical services to the community. Whenever a vacancy occurs among the sixteen (16) recognized positions and the vacancy that occurs will cause less than the four (4) paramedic positions, the vacancy must be filled with a paramedic. All other job requirements also apply. Any firefighter having a Paramedic, Basic or Advanced License at the time of hire (occurring after July 1, 1995), must always maintain their respective license levels at all times as a condition of hire. Failure to do so is automatic just cause for dismissal.

In time of emergency, the Town may require that unit members of the Fire Department perform work not usually done by the Fire Department so long as such use of Fire Department personnel does not jeopardize the function of the Fire Department and does not involve the lay-off or dismissal of any other Town employee.

Any major maintenance projects on apparatus for the Fire Station may be done on a voluntary basis by the members of Local 2247, subject to a majority vote of the Union members.

Any changes in job description, which involves a change of working conditions, shall be subject to mandatory bargaining by the Union.

If a firefighter is expected to be absent from his/her shift for ninety (90) days or greater, a temporary firefighter can be hired for the length of the employee's absence. The temporary firefighter shall meet all requirements for permanent hire which include the specifics of this Article, have a valid Maine driver's license, pass a new hire physical fitness test, and background investigation. Both the Union and Management shall have the right to modify these requirements upon mutual agreement.

Should the Department hire an individual for a fire fighter position that is in addition to the number of permanent, full-time fire fighter positions authorized by the Town Council, that individual so hired shall

possess a Fire Fighter I certification recognized by the Maine Fire Service Institute and shall be able to operate as a licensed EMT-A in the State of Maine at the time of appointment. As a condition of employment, the employee shall be enrolled or shall enroll in the first available EMT-Paramedic course recognized by Maine Emergency Medical Services, and shall become a Maine Emergency Medical Technician licensed to the Paramedic level.

ARTICLE 7 LATERAL TRANSFER AGREEMENT

At the sole discretion of the Town, newly hired fire fighters may be placed up to the level of the 10 year step in the wage scale for qualified candidates.

A qualified candidate is defined as as having, at a minimum, a Fire Fighter I certification recognized by the Maine Fire Service Institute, and shall have obtained, or be able to obtain, a State of Maine Emergency Medical Technician license at the Paramedic level. .

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.

ARTICLE 78- SHIFT SUBSTITUTIONS AND SWAPS

Firefighters shall be permitted to swap shifts with other unit members and/or to find other firefighters that are willing to substitute for them during their scheduled shift provided, however, that:

1. Permission to substitute must be obtained from the on Duty Officer in Charge, the Deputy Chief or the Fire Chief.
2. The Town shall, in no way, be responsible for financial obligations incurred between the parties substituting or enforcement of arrangements made between substituting parties.
3. Permission to substitute shall be requested three (3) calendar days in advance.

ARTICLE 89 - HOLIDAYS

The following holidays shall be paid holidays for all firefighters covered by this agreement:

New Year's Day	Easter Sunday
Martin Luther King Day	Memorial Day
President's Day	Independence Day
Patriot's Day	Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day

Day after Thanksgiving Day
Christmas Day
Christmas Eve (1/2) day

In addition to the established wage rates, the employer (Town) shall pay a premium of ten (10) hours pay to the firefighters for each holiday recognized and observed during the calendar year.

On Christmas Day, firefighters required to work the entire Christmas Day shall receive a premium of twenty-four (24) hours pay in addition to the established wage rates.

Firefighters shall not be entitled to holiday pay while out on sick leave, unless sick leave is for an extended time under Doctor's care on the recognized date of the Holiday or he/she is on Worker's Compensation.

The following holidays shall be paid holidays for the Office Manager covered by this agreement:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Christmas Eve (1/2) day

Observance of the holidays will follow the Town's Personnel Policy.

ARTICLE 910 - VACATIONS

Section 1-Firefighter

Firefighter vacation

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Service Months	Annually Accrued Amount	Max Limit
months completed		
12	48	48
24	96	96
60	144	144
120	192	192
240	240	240

Firefighter Vacation (hired as of 7/1/2016)

Service Months		Weekly Accrued Amount	Max Limit
From	To		
0	12	0.923	48
13	60	1.846	96

61	120	2.769	144
121	240	3.69	192
241	999	4.615	240

For the purpose of this section, the term "Work Week" shall mean (7) seven continuous, and consecutive calendar days.

Employees who are separated in good standing (as stated in Article 10) from the Fire Department and who have accrued vacation to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation.

All vacation time shall be based upon and scheduled on a calendar year. Notice of weekly vacations must be posted four (4) weeks in advance. Up to (2) weeks of vacation may be chosen day-by-day if each day is chosen no more than (3) weeks in advance.

No more than one (1) Fire fighter per shift shall be on vacation at a time during a week unless authorized by the Fire Chief.

All normal weekly advance vacation requests shall be submitted to the Fire Chief by November 30 of the year prior to the taking of the vacation. Vacations shall be scheduled for the initial two (2) weeks by seniority. Requests for additional weeks shall be submitted by January 1st and scheduled by seniority. Any open weeks which occur after January 1, will be taken on a first come, first serve basis regardless of seniority. No vacation time leave shall be granted for the 25th day of December.

Employees who use their vacation time in increments of twenty-four (24) hours shall be charged for twenty-four (24) hours of vacation accrual used. If an employee takes only (1) one twenty-four (24) hour vacation day during their week scheduled, the employee will be assessed with twenty-four (24) hours of vacation time and eighteen (18) regular working hours, equaling forty-two (42) hours for the weekly pay period. Should an employee use two (2) vacation days during their week scheduled, they would assessed forty-eight (48) hours vacation from their accrual and a negative six (6) regular hours would be shown for payroll purposes to attain the forty (42) hour pay period.

Section 2- Office Manager

Office Manager vacation

Service Months		Weekly Accrued Amount	Max Limit
From	To		
0	59	1.423	74
60	119	2.13	111
120	299	2.85	148
300	999	3.5577	185

Vacation leave accrues on a pro-rata basis each month during the year it is accrued, commencing on the employee's date of employment. Accrued vacation time will be reflected on employees' paycheck stubs. No vacation may be utilized during the first six months of employment.

Exceptions to this schedule may be made pursuant to contract or in the discretion of the Town Manager in exceptional circumstances.

Requests for vacation time must be made on the vacation request forms. Scheduling of vacations shall be done by the employee's immediate supervisor and in accordance with operational needs. In the event a holiday falls within the vacation period, the holiday will not be counted as a vacation day, and the employee will be compensated for the holiday.

Any paid leaves of absence shall not constitute a break in the employment record.

Unused vacation days may accrue from one year to the next with maximum hold over of two weeks. No vacation of more than two (2) weeks duration at one time will be allowed unless approved by the Town Manager.

Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation from employment or to the employee's beneficiary upon the employee's death.

ARTICLE 101 – SICK LEAVE

Sick leave earned during an employee’s initial probationary period (the first 180 days of employment) will be credited to the employee's sick leave accumulation upon the expiration of the probationary period; however no sick leave may be used during the initial probationary period.

Section 1-Firefighters

Firefighter sick (hired before 7/1/13)

Service Months		Weekly Accrued Amount	Max Accrual Limit
From	To		
0	999	3.692	3120

Payout would be fifty percent (50%) of accumulated sick hours with a maximum payout of one thousand four hundred and forty (1440) hours, after a minimum of ten (10) years of continuous service and separation is in good standing.

Firefighter sick (hired after 7/1/13)

Service Months		Weekly Accrued Amount	Max Accrual Limit
From	To		
0	36	3.692	1440
37	999	2.769	1440

Payout would be fifty percent (50%) of accumulated sick hours with a maximum payout of seven hundred and twenty (720) hours, after a minimum service of ten (10) years of continuous service

and separation is in good standing.

Separation in good standing means:

1. Voluntary resignation of employee who shall provide at least two (2) weeks written notice to Town, and that employee shall work all scheduled shifts in the two (2) week notice period unless excused by the Chief
2. Retirement of employee with notice and work requirements stated in #1 above shall be applicable
3. Layoff from employment due to reduction in force by Town
4. Reasons mutually agreed upon by Union and Town.

Sick leave may be used only for personal illness or physical incapacity of such a degree as to render an employee unable to perform the duties of his/her position. If requested by the Town Manager or Fire Chief, an employee who is out sick for three (3) consecutive working days may be required to furnish a certificate from a physician as to the nature of the illness or incapacity.

For the purpose of this Article, a day of sick leave shall be a twenty-four (24) hour day.

If a firefighter is on extended sick leave or Worker's Compensation leave (more than 12 shifts consecutively), he/she may elect to be paid for his/her annual accrued vacation time during the remainder his/her absence.

If an employee completes six (6) months (calculations will be July-December & January-June) continuous service without using any sick leave, that employee shall receive twelve (12) hours regular pay in addition on his/her next scheduled paycheck.

Section 2-Office Manager

Office Manager sick

Service Months		Weekly Accrued Amount	Max Accrual Limit
From	To		
0	999	1.708	888

Sick leave may be used for personal illness or physical incapacity of such a degree as to render an

employee unable to perform the duties of his/her position. Sick leave may also be used to care for immediate family members. If requested by the Town Manager or Fire Chief, an employee who is out sick for three (3) consecutive working days may be required to furnish a certificate from a physician as to the nature of the illness or incapacity.

Payout at the time of separation will follow the Town’s Personnel Policy.

Section 3- Extended Leave (non-work related leave)

An employee who is absent from their employment because of illness or injury, not arising out of their employment, or because they shall have been granted leave of absence for any other reason, shall retain their status as an employee for a period of twelve (12) months. Their status as an employee may be extended for further periods at the discretion of the Town upon written notice to the Local Union prior to the expiration of said twelve (12) month period. Any extension shall be for a time-specific period, and must be made upon written notice to the Local Union.

ARTICLE 1~~12~~ - PERSONAL LEAVE TIME

All personnel covered by this Agreement shall be entitled to the following temporary non-cumulative leaves of absence with full pay:

Section 1-Personal Hours

Firefighter requests shall be made to the Fire Chief, Deputy Chief or in his/her absence the on duty OIC, at least three (3) days before taking such leave except in the case of emergency. Personal hours do not accumulate year to year.

	Personal Hours
Firefighters hired before 7/1/13	48
Firefighters hired after 7/1/13	24
Office Manager	14

Section 2-Family Leave Hours

Firefighter requests shall be made to Fire Chief, Deputy Chief or in his/her absence, the on duty OIC, at least two days before taking such leave, except in the case of emergency. For the purposes

of this section, the immediate family is defined as including those living in the household as a family unit, grandparents, parents, brothers, sisters, children, step-children, spouse and domestic partner.

	Family Leave Hours
Firefighters hired before 7/1/13	48
Firefighters hired after 7/1/13	48

Days used under Section 2 shall be subtracted from unused sick leave.

ARTICLE 132 - BEREAVEMENT LEAVES

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 four (4) consecutive calendar days. Immediate family is defined as including those living in the household as a family unit, an employee's spouse, domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. 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 two (2) days leave of absence.

This leave is intended for use during the 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 burials/services with the prior approval of the Fire Chief or Deputy Chief.

ARTICLE 134 - WORKER'S COMPENSATION

The Town of Old Orchard Beach shall provide Worker's Compensation (WC) insurance coverage for all its regular employees as governed and applied in accordance with the applicable State of Maine Worker's Compensation law. Benefits under Worker's Compensation may be provided when an employee has sustained a job-related injury or illness.

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 Worker’s Compensation benefits will receive the percentage of pay covered by Worker’s Compensation for the duration of the Workers Compensation coverage period. All WC eligible employees will also be given the option of using their accumulated sick time for the period of WC coverage as an offset to their weekly wages that is not covered by this benefit. Both the WC benefit payout and any sick time used during the period of eligibility will be processed through the Town's payroll system.

In the event that an employee collecting Worker’s Compensation is determined by the applicable physician to be available to work light duty assignments, the Fire Chief shall determine if a suitable light duty assignment is available and the schedule that the employee will work. The schedule may be Monday through Friday with hours similar to the administration office, up to forty-two (42) hours per week.

The Town agrees that an employee out on Worker’s Compensation for an extended period of time shall be allowed to continue their participation in the Town's health insurance plan for up to eighteen (18) months depending on the individual circumstances of the necessity of their leave. Where an employee has been unable to work for eighteen (18) months, the employee may be terminated from his/her position. Their status as an employee may be extended for further periods at the discretion of the Town upon written notice to the Local Union prior to the expiration of said eighteen (18) month period. Any extension shall be for a time-specific period, and must be made upon written notice to the Local Union.

ARTICLE 154 – INSURANCE

Section 1: Health Insurance

A comprehensive health insurance plan is available to regular full time employees. The Town may offer more than one plan choice to employees. The Town agrees that the MMEHT (Maine Municipal Employees Health Trust) Comprehensive Point of Service (POS C) plan or equivalent will be offered as a choice to full time employees. An employee may only change to another plan during the Open Enrollment period. Employees may change coverage type (single, emp/spouse, etc.) for qualifying events at the time of the qualifying event. Should MMEHT no longer offer the POS C plan, the Town and the Union agree to bargain on a replacement plan.

Premiums will be paid as shown below:

Health Insurance	Town will pay	Employee will pay
------------------	---------------	-------------------

Firefighters	80%	20%
Office Manager	85%	15%

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

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 spouse/partner's plan may be eligible to receive cash in-lieu-of this benefit. Employees who are eligible for the in-lieu-of benefit will receive twenty-five percent (25%) of the Town's share of annual single rate premium from the POS plan. Cash-in-lieu payments will be made on a weekly basis through regular payroll processing. Any cash-in-lieu payments will be taxed in conjunction with an individual's regular gross taxable earnings.

Section 2: Dental Insurance

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 marital 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 employee's share shall be made through payroll deduction.

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

Section 3: 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 1 x 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.

The Town shall also provide an additional term life insurance benefit to Firefighters in the amount of \$50,000. The annual premium cost for this benefit will be incurred by the Town. Unit members will be automatically enrolled at their time of hire. Once enrolled, members will receive direct correspondence from the life insurance policy carrier regarding the designation of a beneficiary for this benefit.

Section 4: Short Term Disability Insurance

The Town currently provides 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/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.

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 to receive Short Term Disability benefits will receive sick time pay during the benefit eligibility waiting period. Thereafter, they will receive the percentage of pay covered by this benefit for the duration of the disability coverage period. All Short Term Disability eligible employees will also be given the option of using their accumulated sick time as an offset to the forty-five percent (45%) or thirty percent (30%) not covered by this benefit. The amount received between the Short Term Disability payments and an employee accumulated sick time shall not exceed the employee's base weekly wage during the duration of their disability.

ARTICLE 156 - CLOTHING ALLOWANCE

If any firefighter is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or protective device and accessories shall be furnished by the Town to the firefighter. The cost of maintaining the protective clothing, device, and accessories in proper working condition shall be paid by the Town.

The Town shall provide uniforms for the first (1st) year of employment. The uniforms provided will be at the discretion of the Fire Chief.

Beginning July 1, 2017, as long as a firefighter has completed 12 months of employment; firefighters shall receive a clothing allowance of \$450 for the fiscal year.

Beginning July 1, 2018, as long as a firefighter has completed 12 months of employment; firefighters shall receive a clothing allowance of \$500 for the fiscal year.

Firefighters beginning their second (2nd) year of employment prior to the start of the fiscal year, shall receive a clothing allowance in the amount equal to the prorated adjustment for the number

of weeks remaining until the start of the fiscal year.

Clothing allowance shall not rollover year to year.

The Policy on quality and type of uniform and protective gear shall remain at its present high standards, complying with all N.F.P.A. and O.S.H.A. standards.

ARTICLE 16Z - RETIREMENT

On behalf of 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 five percent (5%) 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 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 a firefighter chooses to enroll under MainePERS, both the participant's portion and the Town's contributions will be determined and set by MainePERS. Firefighters shall be enrolled in MainePERS Plan 3102C which allows a firefighter to retire after twenty five years of service, with cola and no minimum age. The Town shall allow regular Firefighters the option to purchase military time from MainePERS at no cost to the Town. The Town shall adopt the Survivors Benefit and Retirement Adjustment Allowance provision of MainePERS.

If the Office Manager chooses to enroll under MainePERS, both the participant's portion and the Town's contributions will be determined and set by MainePERS. The Office Manager shall be enrolled in MainePERS Plan 110AC.

Employee contributions for either plan will be withheld through payroll deductions. The Town is not liable for any tax implications to individual plan participants.

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.

Upon retirement a firefighter may continue his/her membership in the Town's health insurance

program, at his/her own expense.

The Town shall remit firefighter contributions to the Firefighters and Law Enforcement Officers Health Insurance Program Fund as per the Maine Revised Statute, Title 5, Chapter 13, Sub Chapter 3, SS 286-M.

ARTICLE 187 - PAY SCALE

Wage rate negotiated and agreed to by both parties shall become part of this contract and attached to this document as Exhibit # 1.

One time signing incentive

Unit members will receive a one-time \$1000 signing incentive paid upon execution of the bargaining agreement for July 2020-June 2023.

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ARTICLE 189 - EMERGENCY CALL BACK TIME

At the discretion of the Officer in charge, an emergency callback may be implemented. Such emergencies consist of Deskbox, Firefighter Recall, Working Fire or All Hands.

As regular Firefighters are encouraged to respond to emergency situations even while off-duty, Firefighters who are called back to duty due to the needs of the Fire Department, shall receive call back pay as follows:

1st Hour of Callback Time: Four (4) hours of pay at 1½ times his/her basic rate of pay (regardless of whether full hour is worked, employee will receive a minimum of four (4) hours pay for this first (1st) hour.

Any call back hours worked beyond the first hour will be paid at 1½ times his/her basic rate of pay (callback hours actually worked beyond hour one, will be paid based on the actual time worked).

Any Firefighter who responds to a second callback within the first hour of the initial callback, will not receive an additional four (4) hours of pay for his/her first hour of time for his/her second return to duty.

Time worked by regular Fire Fighters, off duty, who come back to work to fill in for another Fire

Fighter due to sick leave, bereavement or vacation time, shall not be considered callback time.

Emergency Call Back time will not be paid for scheduled work, meetings, trainings, and/or other non-emergency events. A one (1) hour minimum shall be paid for non-emergency events.

ARTICLE ~~2019~~- HOURS OF WORK

Section 1- Firefighters:

Firefighters covered by this agreement shall work a scheduled work week which averages an approximate forty-two (42) hours per week based upon twenty-four (24) hours on duty and forty-eight(48) hours off duty followed by twenty-four (24) hours on duty and ninety-six (96) hours off duty schedule. The forty-two hour week average is calculated over an eight (8) week period. Should departmental requirements or should a federal or State law be passed affecting the work week, the Town and Local Union agree to meet to discuss a change in the work week during the life of this Agreement.

A work day for on duty fire fighters shall consist of a twenty-four (24) hour day. Fire Fighters who are on duty for a twenty-four hour shift will be compensated for the full twenty-four (24) hour period.

Sleep and meal time will constitute hours of work.

Section 2- Firefighter Overtime Distribution:

Firefighters shall be paid overtime after working an average forty-two (42) hour work week. All hours worked in excess shall be compensated at one and one-half (1½) times his/her regular rate of pay.:

No firefighter shall work in excess of seventy-two (72) hours continuously without at least twenty-four (24) hours off duty time except in the event of an emergency affecting the health, safety, and welfare of the Town and its inhabitants.

The procedure for distributing overtime shall be a mutually agreed upon process between Local 2247 and the management team. This agreement shall be found in Appendix O of this document. At no time shall either party change the overtime distribution process unilaterally. The change in process shall only be implemented after a 7 day notification/withdrawal period by either party without cause or explanation. After the 7 day notification/withdrawal period, the overtime

~~distribution process shall be placed in effect on the first day of the next month starting at 0700 hours.~~

~~Overtime lists will be maintained for shift openings that occur because of sick leave, vacation, or other reasons.~~

- ~~1. A "Long Time" list shall be used for vacancies that are for a full shift~~
- ~~2. A "Mandatory" list shall be used for vacancies that are for a full shift~~
- ~~3. An "Officer" list shall be used for vacancies by Officers that are for a full shift~~
- ~~4. An "Officer Mandatory" list shall be used for vacancies by Officers that are for a full shift~~
- ~~5. A "Short Time" list shall be used for vacancies that are less than a full shift~~
- ~~6. A "Force Time" list shall be used when the rotating overtime list is exhausted. The top eligible person shall be the "Force". The list will be by reverse seniority.~~

~~For each list the next available person on the list for the overtime shall be offered the overtime shift. This procedure shall be followed until someone takes the overtime or the list has been exhausted. If a person passes on the overtime, their name will go to the bottom of the overtime list. If the list is exhausted, the first person on the mandatory list will be forced to work the shift. In the event that the shift opening is a paramedic position, the person replacing the shift must have a paramedic license level, unless there are others on the shift with the equivalent license to perform the functions. At the sole discretion of the Fire Chief, the shift may be replaced with an employee with an Advanced license.~~

A Firefighter who works a sick day shall be paid for the full time worked.

~~No firefighter shall work in excess of seventy-two (72) hours continuously without at least twenty-four (24) hours off duty time except in the event of an emergency affecting the health, safety, and welfare of the Town and its inhabitants.~~

The parties by mutual agreement may modify this section.

Section 3-Office Manager

The Office Manager will work a 37 hour week. The week will consist of four (4) days at seven and a half (7 ½) hours and one (1) day at seven (7) hours, unless otherwise authorized by the Chief. Overtime will not be paid until the Office Manager has worked forty (40) hours, according to FLSA guidelines. The Office Manager will have a one (1) hour unpaid lunch break.

ARTICLE 201 - ABSENTEEISM

Employees not expecting to work their regular tour of duty because of emergencies, illness, or other justifiable cause, shall notify the officer in charge at least one (1) hour before scheduled to work, if at all possible.

ARTICLE 221 - VACANCIES AND PROMOTIONS

Eligibility

1. To be eligible to take a promotional examination for the position of Lieutenant, an employee must have served a minimum of six (6) years of full time continuous service in the OOB Fire Department. Final eligibility will be determined by the date in which the Fire Chief is notified in writing that said vacancy exists.

2. To be eligible to take a promotional examination for the position of Captain, an employee must be currently working as a career Lieutenant in the OOB Fire Department or have a minimum of ten (10) years of full-time continuous service in the OOB Fire Department. Final eligibility will be determined by the date in which the Fire Chief is notified in writing that said vacancy exists.

Establishing a "List of Qualified" Candidates

The names, in order of test results of all exam takers for each position, Captain and Lieutenant, shall be posted on the union bulletin board within 30 days of the exam being administered.

The top three scorers on the written exam and oral/assessment for each position Captain and Lieutenant shall be considered "qualified" for promotion.

Procedure

When a vacancy in the rank of Lieutenant or Captain occurs, notice of said vacancy shall be posted on the department bulletin board, within thirty (30) days after the Fire Chief is notified in writing that said vacancy exists.

Within 60 days of having notice of said vacancy, the fire chief shall cause a written exam and oral/assessment exam to be administered by fire department Fire Chief, Deputy Chief, and / or Captains and Human Resources.

Only those on the list of qualified candidates will be allowed to participate in the Oral/Assessment Exam.

The Chief shall provide to all potential candidates, a study guide/reading list consistent with the written exam Ninety days (90) prior to the exam.

Scoring

The scoring of the promotional process shall be based on a maximum of one hundred (100) points:

Written Exam	40 points
Oral/Assessment	40 points
Length of Service	10 points
Certifications	10 points

Length of Service points will be determined by the date in which the Fire Chief is notified in writing of a vacancy. In calculating the above, length of service and certification points will also be added based upon the following:

4 -5 years	2 points
6 - 8 years	4 points
9 - 11years	6 points
12 - 15 years	8 points
Over 16 years	10 points

Certifications	Points
Firefighter 2	1
Fire Instructor 1	1
Fire Instructor 2	1
Fire Officer 1	1
Fire Officer 2	1
Fire Officer 3	1
Fire Officer 4	1
Fire Investigator 1	1
Fire Investigator 2	1
Managing Fire Officer	2
Hazmat Tech	1
Associates or Bachelors	3

Appointment of Promotion

1. The Chief shall post the top three scores and confer with the Deputy Chief and / or Captains as to the final selection. The selected candidate shall be one of the top three (3) rated employees.
2. Vacant positions shall be filled within 30 days of the completion of the promotional process.

The parties by mutual agreement may modify this article.

ARTICLE 223 - DETAILS TO OTHER TOWN DEPARTMENTS OR UTILITY COMPANIES

Unit members shall not be detailed to other Town Departments or Public Utility Companies, except in the event of an emergency affecting the health, safety, and welfare of the Town and its inhabitants, or by mutual consent.

ARTICLE 234 - OPERATING FIRE FIGHTING APPARATUS

At no time shall unqualified personnel operate any fire apparatus, not including the service truck, unless the service truck is utilized as a Brush unit or in the case of an emergency. The Fire Chief shall determine who is qualified. At all times, this provision may not be used to lay off any full time employees. Except as where otherwise specifically allowed within the contract, the Town agrees to a three (3) full time equivalent person minimum manning at all times.

ARTICLE 254 - GRIEVANCE PROCEDURE

Section 1: Grievance and arbitration procedure - Any dispute, which arises between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

A. The Union, through an authorized steward, shall take up the grievance with the Fire Chief of the Fire Department.

B. If the Union and the Fire Chief have not resolved the grievance within ten (10) calendar days, and the Union wishes to continue the grievance process, the Union shall submit the details of such grievance in writing to the Town Manager. Within ten calendar days thereafter, the Town Manager may meet with the representatives of the Union for the purpose of adjusting or

resolving such grievances. The Town Manager shall render his/her written decision within ten (10) calendar days from said meeting.

C. In the event that the decision of the Town Manager rendered pursuant to (b) above is not acceptable to the Union, it may within ten (10) calendar days thereafter request that the matter be submitted to arbitration by notifying the Town in writing.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Town and the Union within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, they may, by mutual agreement, utilize the services of the Maine Board of Arbitration and Conciliation. If the parties are unable to agree to a single Arbitrator or to utilize the services of the Maine Board of Arbitration and Conciliation, either may request the services of the American Arbitration Association to provide an arbitrator in accordance with the American Arbitration Association rules. The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the testimony and argument.

Expenses for the Arbitrator's services and proceedings shall be borne equally by the Town 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, provided it pays for that record and makes copies available without charge to the other party and to the Arbitrator.

D. The time limits for processing of grievances may be extended by written consent of the parties.

E. For Step (1) of the grievance procedure, the Fire Chief may act through his/her authorized representative.

F. All grievances shall be commenced not later than fourteen (14) calendar days after the occurrence of the event giving rise to the grievance, or within fourteen (14) calendar days after the time such event became known to the Union or to the employee or employees concerned, whichever shall be later.

Section 2: Grievance Committee - Employees selected by the Union to act, as Union representatives shall be known as "Stewards". The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Town by the Local Union and the individuals so certified shall constitute the Union Grievance Committee. The purpose of the grievance committee will be to adjust pending

grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Town other issues, which would improve the relationship between the parties.

Section 3: Processing Grievances During Working Hours - The Chief Steward may investigate and process grievances during working hours without loss of pay but in no case shall such time off exceed a total of two (2) hours per week except with the permission of the Fire Chief.

Section 4: Union Steward - Any employee shall have the right to be represented or accompanied by the Union Steward or other Union representative when appearing before the Fire Chief or his/her delegates on any grievance, with regard to any disciplinary action, or on any occasion when the employee has been required to appear.

ARTICLE 256 – UNION BULLETIN BUSINESS

The Town agrees to allow Union officers a leave of absence, without pay, to attend National Regional meetings of the Union, provided:

There is sufficient manpower available to cover operational needs;
A one (1) week notice, in advance, is given in writing to the Fire Chief.

The Town further agrees to allow members of the Union negotiation team, who are on duty, to attend negotiating meetings with the Town without loss of pay.

ARTICLE 267 – MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

Section 1: The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Local Union recognizes that the Town has the right to issue rules and regulations governing the selection, promotion, appointment, dismissal, and hiring for the Fire Department; however, said rules and regulations will be discussed with Union Representative(s) before implementation. This does not; however, make said rules and regulations subject to Union approval, unless the subject matter involves

changes to mandatory subject of bargaining. Nothing in this agreement shall be construed to imply that the unit members have given up the statutory right to just cause provision on all issues relating to discipline and discharge issues.

Section 2: When existing rules are changed or new rules are established, providing such rules do not conflict with this Agreement, they shall be sent to all members by electronic email and posted prominently on all bulletin boards for a period of seven (7) consecutive calendar days before becoming effective. The Union reserves the right to negotiate over impacts on the terms and conditions of employment.

Section 3: 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 become effective by electronic email, data diskette or paper. New employees shall be provided with a copy of the rules at the time of hire.

ARTICLE 287- SCHOOLING AND TRAINING

The Town agrees to pay for costs associated with courses and trainings that are required as a condition of maintaining firefighting/emergency medical licenses and/or certifications (as determined under Article 6). The Town shall pay for tuition, books, travel and time spent for classes which fall outside the scope of the regular workday. Employees shall bear the cost of obtaining the initial certification. The Town will pay the cost of recertification only. All required courses and trainings must be pre-approved by the Fire Chief.

Time spent outside of an employee's regularly scheduled workday to attend courses for recertification shall be paid at the individual's overtime rate. Course attendance that falls within a regularly scheduled work shift shall be compensated at the employee's normal base pay. An employee who attends a course during their regularly scheduled shift may be required to return to duty after completion of their training for that day. Employees may be required to return to shift duty at any time, at the discretion of the Fire Chief.

In the event that the employee's course attendance would require replacement on their regular shift, the Chief will determine who is qualified to perform the duties necessary for that shift and schedule the appropriate coverage.

Unit members may request to take additional professional courses or trainings that are not a requirement of recertification. Professional development of this nature shall be granted by the Fire Chief based upon budgetary limitations and whether the training will provide some benefit to

the operations of the department. Employees approved for these type of courses may not receive additional pay or coverage for time used.

All scheduled departmental trainings shall be considered mandatory for all fulltime personnel unless an individual is on an authorized leave such as bereavement, sick, vacation, personal, etc. or unless otherwise designated

When possible, a vehicle and fuel shall be provided by the department for travel to trainings or reasonable vehicle travel costs shall be reimbursed.

ARTICLE 289 - GENERAL PROVISIONS

The Town agrees not to discriminate against any employee for his/her activity on behalf, or membership in, the Union.

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

The Town and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination with regard to age, sex, marital status, race, color, creed, national origin or political affiliation of employees.

ARTICLE 2309 - SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any laws or a Town Ordinance, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 310 - HEALTH AND SAFETY

The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations.

The Town is responsible for meeting safety standards which are considered to be minimum standards required by the occupational Safety and Health Act of the State of Maine. Non-compliance with Act may result in fine and penalty to the Town.

The Town shall provide proper safety devices for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

If a member of the unit deems his/her vehicle or equipment to be unsafe, he/she shall notify his/her superior who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

Any employee involved in any accident shall immediately report to his/her immediate, non-unit superior, said accident, when possible, and any physical injury sustained. Said report will be made on a proper form provided by the Town.

ARTICLE 312 - PHYSICAL EXAMINATIONS

Firefighters are expected to have a bi-annual physical examination. As a result of these bi-annual exams, Firefighters shall be responsible for providing a fit for duty statement to the Town. These statements are not to be considered public information and will be maintained in the firefighter's confidential medical file. If a physician determines a firefighter unfit for his/her assigned duties, the Town will work with the employee to achieve his/her suitability to return to duty.

ARTICLE 332 - PHYSICAL FITNESS REQUIREMENT

Section A: Between September 10th and October 10th of each year, each firefighter shall take a physical fitness examination. The physical fitness examination standards (Exhibit #2) shall be set with the approval of both the Union and Fire Chief on the validity of the standards. Firefighters shall be considered passed for the purpose of the examination, if the firefighter meets or exceeds the requirements in all categories.

Section B: A failure during the life of this contract shall not be used as just cause for removal of any firefighter or fire officer.

Section C: The Town shall provide fifty percent (50%), up to a maximum of four hundred dollars (\$400) annually, towards a firefighter's individual health club membership for one of the Town approved health clubs.

Section D: Any firefighter who meets or exceeds every requirement of the physical examination

shall receive a cash bonus of two hundred and fifty dollars (\$250) payable in the next pay period. The parties agree to cooperate to develop a comprehensive fitness and wellness program.

~~ARTICLE 33 – OUT OF RANK PAY~~

~~Firefighters working in the vacancy of an Officer in Charge shall receive twenty five dollars (\$25) per incident for this Out of Rank coverage. The twenty five dollars (\$25) payment will be included in the calculation of a unit members "regular rate" for all overtime payments made pursuant to Article 19.~~

~~Out of rank pay will be factored into an employee's "regular rate" by adding it to total compensation earned for the work week in which Out of Rank Pay is earned prior to dividing total earnings by scheduled hours to arrive at a "regular rate." For example, an employee who is paid twenty dollars (\$20) per hour and is scheduled to work forty two (42) hours per week and who works fifty (50) hours in a particular work week and also receives a stipend of twenty five dollars (\$25) for working one shift as Officer in Charge would have a regular rate of \$20.59 $((\$20 \times 42 \text{ hours} + \$25) \div 42 = \$20.59)$. Thus, that employee would earn \$1,112.04 for the week in question (\$865 for the first 42 hours, plus 8 hours of overtime paid at \$30.88 per hour).~~

~~The parties agree that the provisions of this article will sunset once all of the Lieutenant positions are created and filled. This article may be reinstated by mutual consent of the parties.~~

ARTICLE 34 - FIRE INSPECTOR POSITION SIDE BAR

It is agreed to by the signing parties that in the event primary fire inspection/license inspection duties remain within the Fire Department after July 1, 2004, the Union shall have right to reopen negotiations to establish a stipend for Fire Department personnel performing these duties.

ARTICLE 35- TERM OF AGREEMENT

This Agreement shall govern the rights of the parties from July 1, 202016 until and including June 30, 202319.

IN WITNESS THEREOF - The Town has caused this Agreement to be executed and its corporate seal to be affixed by Larry S. Mead, its Town Manager, as of the day and year first above written. The Union has caused this instrument to be signed by Charles Howarth, its President, there unto duly authorized as of the day and year first above written.

LOCAL UNION 2247
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS

BY: _____

Date: _____

TOWN MANAGER
OLD ORCHARD BEACH

By: _____

Date: _____

FIRE CHIEF

By: _____

Date: _____

The Parties mutually agree to correct any and all formatting, typographical, grammatical and/or mathematical errors that either party may identify after executing this Agreement.

APPENDIX A -- CONTRACT PERIOD 07/01/2016-06/30/2017

2%

-	-	0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	19-22 YRS	23+ YRS
-	-	-	-	-	-	-	-	-	-	-
STEP		0	1	2	3	4	5	6	7	8

Firefighter r-EMT-B	Annual	\$ 42,347.76	\$ 43,308.72	\$ 46,038.72	\$ 49,074.48	\$ 49,576.80	\$ 49,751.52	\$ 49,991.76	\$ 50,275.68	\$ 50,494.08
-	Weekly	\$ 814.38	\$ 832.86	\$ 885.36	\$ 943.74	\$ 953.40	\$ 956.76	\$ 961.38	\$ 966.84	\$ 971.04
-	Hourly	\$ 19.39	\$ 19.83	\$ 21.08	\$ 22.47	\$ 22.70	\$ 22.78	\$ 22.89	\$ 23.02	\$ 23.12
-	-	-	-	-	-	-	-	-	-	-
Firefighter r-EMT-A	Annual	\$ 42,653.52	\$ 43,614.48	\$ 46,410.00	\$ 49,380.24	\$ 49,926.24	\$ 50,100.96	\$ 50,341.20	\$ 50,581.44	\$ 50,887.20
-	Weekly	\$ 820.26	\$ 838.74	\$ 892.50	\$ 949.62	\$ 960.12	\$ 963.48	\$ 968.10	\$ 972.72	\$ 978.60
-	Hourly	\$ 19.53	\$ 19.97	\$ 21.25	\$ 22.61	\$ 22.86	\$ 22.94	\$ 23.05	\$ 23.16	\$ 23.30
-	-	-	-	-	-	-	-	-	-	-
Firefighter r-EMT-P	Annual	\$ 42,959.28	\$ 43,920.24	\$ 46,715.76	\$ 49,751.52	\$ 50,232.00	\$ 50,450.40	\$ 50,734.32	\$ 50,974.56	\$ 51,258.48
-	Weekly	\$ 826.14	\$ 844.62	\$ 898.38	\$ 956.76	\$ 966.00	\$ 970.20	\$ 975.66	\$ 980.28	\$ 985.74
-	Hourly	\$ 19.67	\$ 20.11	\$ 21.39	\$ 22.78	\$ 23.00	\$ 23.10	\$ 23.23	\$ 23.34	\$ 23.47
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
				STEP	0	1	2	3	4	5
Captain EMT-B	Annual	-	-	-	\$ 54,403.44	\$ 54,905.76	\$ 55,233.36	\$ 55,429.92	\$ 55,648.32	\$ 55,954.08
-	Weekly	-	-	-	\$ 1,046.22	\$ 1,055.88	\$ 1,062.18	\$ 1,065.96	\$ 1,070.16	\$ 1,076.04
-	Hourly	-	-	-	\$ 24.91	\$ 25.14	\$ 25.29	\$ 25.38	\$ 25.48	\$ 25.62
-	-	-	-	-	-	-	-	-	-	-
Captain EMT-A	Annual	-	-	-	\$ 54,774.72	\$ 55,320.72	\$ 55,604.64	\$ 55,823.04	\$ 56,041.44	\$ 56,369.04
-	Weekly	-	-	-	\$ 1,053.36	\$ 1,063.86	\$ 1,069.32	\$ 1,073.52	\$ 1,077.72	\$ 1,084.02
-	Hourly	-	-	-	\$ 25.08	\$ 25.33	\$ 25.46	\$ 25.56	\$ 25.66	\$ 25.81
-	-	-	-	-	-	-	-	-	-	-
Captain EMT-P	Annual	-	-	-	\$ 55,167.84	\$ 55,692.00	\$ 55,975.92	\$ 56,172.48	\$ 56,412.72	\$ 56,718.48
-	Weekly	-	-	-	\$ 1,060.92	\$ 1,071.00	\$ 1,076.46	\$ 1,080.24	\$ 1,084.86	\$ 1,090.74
-	Hourly	-	-	-	\$ 25.26	\$ 25.50	\$ 25.63	\$ 25.72	\$ 25.83	\$ 25.97

Office Manager	Annual	\$ 37,094.72
-	Weekly	\$ 713.36
-	Hourly	\$ 19.28

APPENDIX B - CONTRACT PERIOD 07/01/2017-06/30/2018

2%

-	-	0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	19-22 YRS	23+ YRS
-	-	-	-	-	-	-	-	-	-	-
	STEP	0	1	2	3	4	5	6	7	8
Firefighter-EMT-B	Annual	\$ 43,199.52	\$ 44,182.32	\$ 46,956.00	\$ 50,057.28	\$ 50,559.60	\$ 50,756.16	\$ 50,996.40	\$ 51,280.32	\$ 51,498.72
-	Weekly	\$ 830.76	\$ 849.66	\$ 903.00	\$ 962.64	\$ 972.30	\$ 976.08	\$ 980.70	\$ 986.16	\$ 990.36
-	Hourly	\$ 19.78	\$ 20.23	\$ 21.50	\$ 22.92	\$ 23.15	\$ 23.24	\$ 23.35	\$ 23.48	\$ 23.58
-	-	-	-	-	-	-	-	-	-	-
Firefighter-EMT-A	Annual	\$ 43,505.28	\$ 44,488.08	\$ 47,249.12	\$ 50,263.04	\$ 50,920.88	\$ 51,105.60	\$ 51,245.84	\$ 51,586.08	\$ 51,913.68
-	Weekly	\$ 826.64	\$ 855.54	\$ 910.56	\$ 968.52	\$ 979.44	\$ 982.80	\$ 987.42	\$ 992.04	\$ 998.34
-	Hourly	\$ 19.92	\$ 20.37	\$ 21.68	\$ 23.06	\$ 23.32	\$ 23.40	\$ 23.51	\$ 23.62	\$ 23.77
-	-	-	-	-	-	-	-	-	-	-
Firefighter-EMT-P	Annual	\$ 43,811.04	\$ 44,793.84	\$ 47,654.88	\$ 50,756.16	\$ 51,236.64	\$ 51,455.04	\$ 51,738.96	\$ 52,001.04	\$ 52,284.96
-	Weekly	\$ 842.52	\$ 861.42	\$ 916.44	\$ 976.08	\$ 985.32	\$ 989.52	\$ 994.98	\$ 1,000.02	\$ 1,005.48
-	Hourly	\$ 20.06	\$ 20.51	\$ 21.82	\$ 23.24	\$ 23.46	\$ 23.56	\$ 23.69	\$ 23.81	\$ 23.94
-	-	-	-	-	-	-	-	-	-	-
Lieutenant-EMT-B	Annual	\$ 45,283.52	\$ 46,366.32	\$ 49,140.00	\$ 52,241.28	\$ 52,743.60	\$ 52,940.16	\$ 53,180.40	\$ 53,464.32	\$ 53,682.72
-	Weekly	\$ 872.76	\$ 891.66	\$ 945.00	\$ 1,004.64	\$ 1,014.30	\$ 1,018.08	\$ 1,022.70	\$ 1,028.16	\$ 1,032.36
-	Hourly	\$ 20.78	\$ 21.23	\$ 22.50	\$ 23.92	\$ 24.15	\$ 24.24	\$ 24.35	\$ 24.48	\$ 24.58
-	-	-	-	-	-	-	-	-	-	-
Lieutenant-EMT-A	Annual	\$ 45,689.28	\$ 46,672.08	\$ 49,533.12	\$ 52,547.04	\$ 53,114.88	\$ 53,289.60	\$ 53,529.84	\$ 53,770.08	\$ 54,097.68
-	Weekly	\$ 878.64	\$ 897.54	\$ 952.56	\$ 1,010.52	\$ 1,021.44	\$ 1,024.80	\$ 1,029.42	\$ 1,034.04	\$ 1,040.34
-	Hourly	\$ 20.92	\$ 21.37	\$ 22.68	\$ 24.06	\$ 24.32	\$ 24.40	\$ 24.51	\$ 24.62	\$ 24.77
-	-	-	-	-	-	-	-	-	-	-
Lieutenant-EMT-P	Annual	\$ 45,995.04	\$ 46,977.84	\$ 49,838.88	\$ 52,940.16	\$ 53,420.64	\$ 53,639.04	\$ 53,922.96	\$ 54,185.04	\$ 54,468.96
-	Weekly	\$ 884.52	\$ 903.42	\$ 958.44	\$ 1,018.08	\$ 1,027.32	\$ 1,031.52	\$ 1,036.98	\$ 1,042.02	\$ 1,047.48
-	Hourly	\$ 21.06	\$ 21.51	\$ 22.82	\$ 24.24	\$ 24.46	\$ 24.56	\$ 24.69	\$ 24.81	\$ 24.94
-	-	-	-	-	-	-	-	-	-	-
				STEP	0	1	2	3	4	5
Captain-EMT-B	Annual	-	-	-	\$ 55,495.44	\$ 55,997.76	\$ 56,347.20	\$ 56,543.76	\$ 56,762.16	\$ 57,067.92
-	Weekly	-	-	-	\$ 1,067.22	\$ 1,076.88	\$ 1,083.60	\$ 1,087.38	\$ 1,091.58	\$ 1,097.46

-	Hourly	-	-	-	\$ 25.41	\$ 25.64	\$ 25.80	\$ 25.99	\$ 25.99	\$ 26.13
-	-	-	-	-	-	-	-	-	-	-
Captain EMT-A	Annual	-	-	-	\$ 55,866.72	\$ 56,434.56	\$ 56,718.48	\$ 56,936.88	\$ 57,155.28	\$ 57,504.72
-	Weekly	-	-	-	\$ 1,074.36	\$ 1,085.28	\$ 1,090.74	\$ 1,094.94	\$ 1,099.14	\$ 1,105.86
-	Hourly	-	-	-	\$ 25.58	\$ 25.84	\$ 25.97	\$ 26.07	\$ 26.17	\$ 26.33
-	-	-	-	-	-	-	-	-	-	-
Captain EMT-P	Annual	-	-	-	\$ 56,281.68	\$ 56,805.84	\$ 57,089.76	\$ 57,286.32	\$ 57,548.40	\$ 57,854.16
-	Weekly	-	-	-	\$ 1,082.34	\$ 1,092.42	\$ 1,097.88	\$ 1,101.66	\$ 1,106.70	\$ 1,112.58
-	Hourly	-	-	-	\$ 25.77	\$ 26.01	\$ 26.14	\$ 26.23	\$ 26.35	\$ 26.49

Office Manager	Annual	\$ 37,845.08
-	Weekly	\$ 727.79
-	Hourly	\$ 19.67

APPENDIX C - CONTRACT PERIOD 07/01/2018-06/30/2019

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-	-	0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	19-22 YRS	23+ YRS
-	-	-	-	-	-	-	-	-	-	-
	STEP	0	1	2	3	4	5	6	7	8
Firefighter EMT-B	Annual	\$ 44,073.12	\$ 45,055.92	\$ 47,895.12	\$ 51,061.92	\$ 51,564.24	\$ 51,760.80	\$ 52,022.88	\$ 52,306.80	\$ 52,525.20
-	Weekly	\$ 847.56	\$ 866.46	\$ 921.06	\$ 981.96	\$ 991.62	\$ 995.40	\$ 1,000.44	\$ 1,005.90	\$ 1,010.10
-	Hourly	\$ 20.18	\$ 20.63	\$ 21.93	\$ 23.38	\$ 23.61	\$ 23.70	\$ 23.82	\$ 23.95	\$ 24.05
-	-	-	-	-	-	-	-	-	-	-
Firefighter EMT-A	Annual	\$ 44,378.88	\$ 45,282.52	\$ 48,288.24	\$ 51,267.68	\$ 51,957.36	\$ 52,122.08	\$ 52,272.22	\$ 52,612.56	\$ 52,962.00
-	Weekly	\$ 852.44	\$ 872.76	\$ 928.62	\$ 987.84	\$ 999.18	\$ 1,002.54	\$ 1,007.16	\$ 1,011.78	\$ 1,018.50
-	Hourly	\$ 20.32	\$ 20.78	\$ 22.11	\$ 23.52	\$ 23.79	\$ 23.87	\$ 23.98	\$ 24.09	\$ 24.25
-	-	-	-	-	-	-	-	-	-	-
Firefighter EMT-P	Annual	\$ 44,684.64	\$ 45,689.28	\$ 48,615.84	\$ 51,760.80	\$ 52,263.12	\$ 52,481.52	\$ 52,765.44	\$ 53,049.36	\$ 53,333.28
-	Weekly	\$ 859.32	\$ 878.64	\$ 934.92	\$ 995.40	\$ 1,005.06	\$ 1,009.26	\$ 1,014.72	\$ 1,020.18	\$ 1,025.64
-	Hourly	\$ 20.46	\$ 20.92	\$ 22.26	\$ 23.70	\$ 23.93	\$ 24.03	\$ 24.16	\$ 24.29	\$ 24.42
-	-	-	-	-	-	-	-	-	-	-
Lieutenant EMT-B	Annual	\$ 46,803.12	\$ 47,785.92	\$ 50,625.12	\$ 53,791.92	\$ 54,294.24	\$ 54,490.80	\$ 54,752.88	\$ 55,036.80	\$ 55,255.20
-	Weekly	\$ 900.06	\$ 918.96	\$ 973.56	\$ 1,034.46	\$ 1,044.12	\$ 1,047.90	\$ 1,052.94	\$ 1,058.40	\$ 1,062.60
-	Hourly	\$ 21.43	\$ 21.88	\$ 23.18	\$ 24.63	\$ 24.86	\$ 24.95	\$ 25.07	\$ 25.20	\$ 25.30
-	-	-	-	-	-	-	-	-	-	-
Lieutenant EMT-A	Annual	\$ 47,108.88	\$ 48,113.52	\$ 51,019.24	\$ 54,097.68	\$ 54,687.36	\$ 54,862.08	\$ 55,102.22	\$ 55,342.56	\$ 55,692.00
-	Weekly	\$ 905.94	\$ 925.26	\$ 981.12	\$ 1,040.34	\$ 1,051.68	\$ 1,055.04	\$ 1,059.66	\$ 1,064.28	\$ 1,071.00
-	Hourly	\$ 21.57	\$ 22.03	\$ 23.36	\$ 24.77	\$ 25.04	\$ 25.12	\$ 25.23	\$ 25.34	\$ 25.50
-	-	-	-	-	-	-	-	-	-	-
Lieutenant EMT-P	Annual	\$ 47,414.64	\$ 48,419.28	\$ 51,345.84	\$ 54,490.80	\$ 54,993.12	\$ 55,211.52	\$ 55,495.44	\$ 55,779.36	\$ 56,063.28
-	Weekly	\$ 911.82	\$ 931.14	\$ 987.42	\$ 1,047.90	\$ 1,057.56	\$ 1,061.76	\$ 1,067.22	\$ 1,072.68	\$ 1,078.14
-	Hourly	\$ 21.71	\$ 22.17	\$ 23.51	\$ 24.95	\$ 25.18	\$ 25.28	\$ 25.41	\$ 25.54	\$ 25.67

		-	-	-	STEP	0	1	2	3	4	5
Captain EMT-B	Annual	-	-	-	-	\$ 57,242.64	\$ 57,744.96	\$ 58,094.40	\$ 58,290.96	\$ 58,509.36	\$ 58,815.12
-	Weekly	-	-	-	-	\$ 1,100.82	\$ 1,110.48	\$ 1,117.20	\$ 1,120.98	\$ 1,125.18	\$ 1,131.06
-	Hourly	-	-	-	-	\$ 26.21	\$ 26.44	\$ 26.60	\$ 26.69	\$ 26.79	\$ 26.93
-	-	-	-	-	-	-	-	-	-	-	-
Captain EMT-A	Annual	-	-	-	-	\$ 57,613.92	\$ 58,181.76	\$ 58,465.68	\$ 58,684.08	\$ 58,902.48	\$ 59,251.92
-	Weekly	-	-	-	-	\$ 1,107.96	\$ 1,118.88	\$ 1,124.34	\$ 1,128.54	\$ 1,132.74	\$ 1,139.46
-	Hourly	-	-	-	-	\$ 26.38	\$ 26.64	\$ 26.77	\$ 26.87	\$ 26.97	\$ 27.13
-	-	-	-	-	-	-	-	-	-	-	-
Captain EMT-P	Annual	-	-	-	-	\$ 58,028.88	\$ 58,553.04	\$ 58,826.96	\$ 59,033.52	\$ 59,295.60	\$ 59,601.36
-	Weekly	-	-	-	-	\$ 1,115.94	\$ 1,126.02	\$ 1,131.48	\$ 1,135.26	\$ 1,140.30	\$ 1,146.18
-	Hourly	-	-	-	-	\$ 26.57	\$ 26.81	\$ 26.94	\$ 27.03	\$ 27.15	\$ 27.29

Office Manager	Annual	38595.44
-	Weekly	742.22
-	Hourly	20.06

APPENDIX A - CONTRACT PERIOD 07/01/2020-06/30/2021

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		<u>0-1 YRS</u>	<u>2-3 YRS</u>	<u>4-5 YRS</u>	<u>6-8 YRS</u>	<u>9-12 YRS</u>	<u>13-15 YRS</u>	<u>16-18 YRS</u>	<u>19-22 YRS</u>	<u>23+ YRS</u>
-	-	-	-	-	-	-	-	-	-	-
	STEP	0	1	2	3	4	5	6	7	8
Firefighter EMT B	Annual	\$45,864.00	\$46,868.64	\$49,838.88	\$53,114.88	\$53,639.04	\$53,835.60	\$54,119.52	\$54,425.28	\$54,643.68
-	Weekly	\$882.00	\$901.32	\$958.44	\$1,021.44	\$1,031.52	\$1,035.30	\$1,040.76	\$1,046.64	\$1,050.84
-	Hourly	\$21.00	\$21.46	\$22.82	\$24.32	\$24.56	\$24.65	\$24.78	\$24.98	\$25.02
-	-	-	-	-	-	-	-	-	-	-
Firefighter EMT A	Annual	\$46,169.76	\$47,196.24	\$50,232.00	\$53,442.48	\$54,054.00	\$54,250.56	\$54,490.80	\$54,731.04	\$55,102.32
-	Weekly	\$887.88	\$907.62	\$966.00	\$1,027.74	\$1,039.50	\$1,043.28	\$1,047.90	\$1,052.52	\$1,059.66
-	Hourly	\$21.14	\$21.61	\$23.00	\$24.47	\$24.75	\$24.84	\$24.95	\$25.06	\$25.23
-	-	-	-	-	-	-	-	-	-	-
Firefighter EMT P	Annual	\$46,475.52	\$47,545.68	\$50,581.44	\$53,835.60	\$54,381.60	\$54,600.00	\$54,883.92	\$55,189.68	\$55,473.60
-	Weekly	\$893.76	\$914.34	\$972.72	\$1,035.30	\$1,045.80	\$1,050.00	\$1,055.46	\$1,061.34	\$1,066.80
-	Hourly	\$21.28	\$21.77	\$23.16	\$24.65	\$24.90	\$25.00	\$25.13	\$25.27	\$25.40
-	-	-	-	-	-	-	-	-	-	-
Lieutenant EMT B	Annual	\$48,681.36	\$49,729.68	\$52,678.08	\$55,954.08	\$56,500.08	\$56,696.64	\$56,958.72	\$57,264.48	\$57,482.88
-	Weekly	\$936.18	\$956.34	\$1,013.04	\$1,076.04	\$1,086.54	\$1,090.32	\$1,095.36	\$1,101.24	\$1,105.44
-	Hourly	\$22.29	\$22.77	\$24.14	\$25.62	\$25.87	\$25.96	\$26.08	\$26.22	\$26.32
-	-	-	-	-	-	-	-	-	-	-
Lieutenant EMT A	Annual	\$49,008.96	\$50,057.28	\$53,071.20	\$56,281.68	\$56,893.20	\$57,067.92	\$57,330.00	\$57,570.24	\$57,941.52
-	Weekly	\$942.48	\$962.64	\$1,020.60	\$1,082.34	\$1,094.10	\$1,097.46	\$1,102.50	\$1,107.12	\$1,114.26
-	Hourly	\$22.44	\$22.92	\$24.30	\$25.77	\$26.05	\$26.13	\$26.25	\$26.36	\$26.53
-	-	-	-	-	-	-	-	-	-	-

Lieutenant EMT P	Annual	\$49,314.72	\$50,384.88	\$53,420.64	\$56,696.64	\$57,220.80	\$57,439.20	\$57,723.12	\$58,028.88	\$58,312.80
-	Weekly	\$948.36	\$968.94	\$1,027.32	\$1,090.32	\$1,100.40	\$1,104.60	\$1,110.06	\$1,115.94	\$1,121.40
-	Hourly	\$22.58	\$23.07	\$24.46	\$25.96	\$26.20	\$26.30	\$26.43	\$26.57	\$26.70
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	STEP	0	1	2	3	4	5
Captain EMT B	Annual	-	-	-	\$59,557.68	\$60,060.00	\$60,431.28	\$60,627.84	\$60,868.08	\$61,195.68
-	Weekly	-	-	-	\$1,145.34	\$1,155.00	\$1,162.14	\$1,165.92	\$1,170.54	\$1,176.84
-	Hourly	-	-	-	\$27.27	\$27.50	\$27.67	\$27.76	\$27.87	\$28.02
-	-	-	-	-	-	-	-	-	-	-
Captain EMT A	Annual	-	-	-	\$59,928.96	\$60,518.64	\$60,824.40	\$61,064.64	\$61,283.04	\$61,632.48
-	Weekly	-	-	-	\$1,152.48	\$1,163.82	\$1,169.70	\$1,174.32	\$1,178.52	\$1,185.24
-	Hourly	-	-	-	\$27.44	\$27.71	\$27.85	\$27.96	\$28.06	\$28.22
-	-	-	-	-	-	-	-	-	-	-
Captain EMT P	Annual	-	-	-	\$60,365.76	\$60,911.76	\$61,217.52	\$61,414.08	\$61,676.16	\$62,003.76
-	Weekly	-	-	-	\$1,160.88	\$1,171.38	\$1,177.26	\$1,181.04	\$1,186.08	\$1,192.38
-	Hourly	-	-	-	\$27.64	\$27.89	\$28.03	\$28.12	\$28.24	\$28.39

-	0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	
-	-	-	-	-	-	-	-	
-	STEP	0	1	2	3	4	5	
Office Manager	Annual	\$38,249.12	\$39,403.52	\$40,596.40	\$41,385.24	\$42,231.80	\$42,655.08	\$44,078.84
-	Weekly	\$735.56	\$757.76	\$780.70	\$795.87	\$812.15	\$820.29	\$847.67
-	Hourly	\$ 19.88	\$ 20.48	\$ 21.10	\$ 21.51	\$ 21.95	\$ 22.17	\$ 22.91

APPENDIX B - CONTRACT PERIOD 07/01/2021-06/30/2022

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-	-	<u>0-1 YRS</u>	<u>2-3 YRS</u>	<u>4-5 YRS</u>	<u>6-8 YRS</u>	<u>9-12 YRS</u>	<u>13-15 YRS</u>	<u>16-18 YRS</u>	<u>19-22 YRS</u>	<u>23+</u>
-	-	-	-	-	-	-	-	-	-	-
	<u>STEP</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Firefighter EMT B	<u>Annual</u>	<u>\$46,781.28</u>	<u>\$47,807.76</u>	<u>\$50,843.52</u>	<u>\$54,185.04</u>	<u>\$54,709.20</u>	<u>\$54,905.76</u>	<u>\$55,211.52</u>	<u>\$55,517.28</u>	<u>\$55,735.68</u>
-	<u>Weekly</u>	<u>\$899.64</u>	<u>\$919.38</u>	<u>\$977.76</u>	<u>\$1,042.02</u>	<u>\$1,052.10</u>	<u>\$1,055.88</u>	<u>\$1,061.76</u>	<u>\$1,067.64</u>	<u>\$1,071.84</u>
-	<u>Hourly</u>	<u>\$21.42</u>	<u>\$21.89</u>	<u>\$23.28</u>	<u>\$24.81</u>	<u>\$25.05</u>	<u>\$25.14</u>	<u>\$25.28</u>	<u>\$25.42</u>	<u>\$25.52</u>
-	-	-	-	-	-	-	-	-	-	-
Firefighter EMT A	<u>Annual</u>	<u>\$47,087.04</u>	<u>\$48,135.36</u>	<u>\$51,236.64</u>	<u>\$54,512.64</u>	<u>\$55,146.00</u>	<u>\$55,342.56</u>	<u>\$55,582.80</u>	<u>\$55,823.04</u>	<u>\$56,194.32</u>
-	<u>Weekly</u>	<u>\$905.52</u>	<u>\$925.68</u>	<u>\$985.32</u>	<u>\$1,048.32</u>	<u>\$1,060.50</u>	<u>\$1,064.28</u>	<u>\$1,068.90</u>	<u>\$1,073.52</u>	<u>\$1,080.66</u>
-	<u>Hourly</u>	<u>\$21.56</u>	<u>\$22.04</u>	<u>\$23.46</u>	<u>\$24.96</u>	<u>\$25.25</u>	<u>\$25.34</u>	<u>\$25.46</u>	<u>\$25.56</u>	<u>\$25.73</u>
-	-	-	-	-	-	-	-	-	-	-
Firefighter EMT P	<u>Annual</u>	<u>\$47,414.64</u>	<u>\$48,506.64</u>	<u>\$51,586.08</u>	<u>\$54,905.76</u>	<u>\$55,473.60</u>	<u>\$55,692.00</u>	<u>\$55,975.92</u>	<u>\$56,303.52</u>	<u>\$56,587.44</u>
-	<u>Weekly</u>	<u>\$911.82</u>	<u>\$932.82</u>	<u>\$992.04</u>	<u>\$1,055.88</u>	<u>\$1,066.80</u>	<u>\$1,071.00</u>	<u>\$1,076.46</u>	<u>\$1,082.76</u>	<u>\$1,088.22</u>
-	<u>Hourly</u>	<u>\$21.71</u>	<u>\$22.21</u>	<u>\$23.62</u>	<u>\$25.14</u>	<u>\$25.40</u>	<u>\$25.50</u>	<u>\$25.63</u>	<u>\$25.78</u>	<u>\$25.91</u>
-	-	-	-	-	-	-	-	-	-	-
Lieutenant EMT B	<u>Annual</u>	<u>\$49,664.16</u>	<u>\$50,734.32</u>	<u>\$53,726.40</u>	<u>\$57,067.92</u>	<u>\$57,635.76</u>	<u>\$57,832.32</u>	<u>\$58,094.40</u>	<u>\$58,400.16</u>	<u>\$58,640.40</u>
-	<u>Weekly</u>	<u>\$955.08</u>	<u>\$975.66</u>	<u>\$1,033.20</u>	<u>\$1,097.46</u>	<u>\$1,108.38</u>	<u>\$1,112.16</u>	<u>\$1,117.20</u>	<u>\$1,123.08</u>	<u>\$1,127.70</u>
-	<u>Hourly</u>	<u>\$22.74</u>	<u>\$23.23</u>	<u>\$24.60</u>	<u>\$26.13</u>	<u>\$26.39</u>	<u>\$26.48</u>	<u>\$26.60</u>	<u>\$26.74</u>	<u>\$26.85</u>
-	-	-	-	-	-	-	-	-	-	-
Lieutenant EMT A	<u>Annual</u>	<u>\$49,991.76</u>	<u>\$51,061.92</u>	<u>\$54,141.36</u>	<u>\$57,417.36</u>	<u>\$58,028.88</u>	<u>\$58,203.60</u>	<u>\$58,487.52</u>	<u>\$58,727.76</u>	<u>\$59,099.04</u>
-	<u>Weekly</u>	<u>\$961.38</u>	<u>\$981.96</u>	<u>\$1,041.18</u>	<u>\$1,104.18</u>	<u>\$1,115.94</u>	<u>\$1,119.30</u>	<u>\$1,124.76</u>	<u>\$1,129.38</u>	<u>\$1,136.52</u>
-	<u>Hourly</u>	<u>\$22.89</u>	<u>\$23.38</u>	<u>\$24.79</u>	<u>\$26.29</u>	<u>\$26.57</u>	<u>\$26.65</u>	<u>\$26.78</u>	<u>\$26.89</u>	<u>\$27.06</u>
-	-	-	-	-	-	-	-	-	-	-

Lieutenant EMT P	Annual	\$50,297.52	\$51,389.52	\$54,490.80	\$57,832.32	\$58,356.48	\$58,596.72	\$58,880.64	\$59,186.40	\$59,470.32
-	Weekly	\$967.26	\$988.26	\$1,047.90	\$1,112.16	\$1,122.24	\$1,126.86	\$1,132.32	\$1,138.20	\$1,143.66
-	Hourly	\$23.03	\$23.53	\$24.95	\$26.48	\$26.72	\$26.83	\$26.96	\$27.10	\$27.23
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	STEP	0	1	2	3	4	5
Captain EMT B	Annual	-	-	-	\$60,758.88	\$61,261.20	\$61,632.48	\$61,850.88	\$62,091.12	\$62,418.72
-	Weekly	-	-	-	\$1,168.44	\$1,178.10	\$1,185.24	\$1,189.44	\$1,194.06	\$1,200.36
-	Hourly	-	-	-	\$27.82	\$28.05	\$28.22	\$28.32	\$28.43	\$28.58
-	-	-	-	-	-	-	-	-	-	-
Captain EMT A	Annual	-	-	-	\$61,130.16	\$61,719.84	\$62,047.44	\$62,287.68	\$62,506.08	\$62,855.52
-	Weekly	-	-	-	\$1,175.58	\$1,186.92	\$1,193.22	\$1,197.84	\$1,202.04	\$1,208.76
-	Hourly	-	-	-	\$27.99	\$28.26	\$28.41	\$28.52	\$28.62	\$28.78
-	-	-	-	-	-	-	-	-	-	-
Captain EMT P	Annual	-	-	-	\$61,566.96	\$62,134.80	\$62,440.56	\$62,637.12	\$62,899.20	\$63,248.64
-	Weekly	-	-	-	\$1,183.98	\$1,194.90	\$1,200.78	\$1,204.56	\$1,209.60	\$1,216.32
-	Hourly	-	-	-	\$28.19	\$28.45	\$28.59	\$28.68	\$28.80	\$28.96

-	0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	
-	-	-	-	-	-	-	-	
-	STEP	0	1	2	3	4	5	
Office Manager	Annual	\$39,018.72	\$40,192.36	\$41,404.48	\$42,212.56	\$43,078.36	\$43,501.64	\$44,963.88
-	Weekly	\$750.36	\$772.93	\$796.24	\$811.78	\$828.43	\$836.57	\$864.69
-	Hourly	20.28	20.89	21.52	21.94	22.39	22.61	23.37

APPENDIX C - CONTRACT PERIOD 07/01/2022-06/30/2023

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		<u>0-1 YRS</u>	<u>2-3 YRS</u>	<u>4-5 YRS</u>	<u>6-8 YRS</u>	<u>9-12 YRS</u>	<u>13-15 YRS</u>	<u>16-18 YRS</u>	<u>19-22 YRS</u>	<u>23+</u>
-	-	-	-	-	-	-	-	-	-	-
	STEP	0	1	2	3	4	5	6	7	8
Firefighter EMT B	Annual	\$47,720.40	\$48,768.72	\$51,870.00	\$55,277.04	\$55,801.20	\$55,997.76	\$56,325.36	\$56,631.12	\$56,849.52
-	Weekly	\$917.70	\$937.86	\$997.50	\$1,063.02	\$1,073.10	\$1,076.88	\$1,083.18	\$1,089.06	\$1,093.26
-	Hourly	\$21.85	\$22.33	\$23.75	\$25.31	\$25.55	\$25.64	\$25.79	\$25.93	\$26.03
-	-	-	-	-	-	-	-	-	-	-
Firefighter EMT A	Annual	\$48,026.16	\$49,096.32	\$52,263.12	\$55,604.64	\$56,259.84	\$56,456.40	\$56,696.64	\$56,936.88	\$57,308.16
-	Weekly	\$923.58	\$944.16	\$1,005.06	\$1,069.32	\$1,081.92	\$1,085.70	\$1,090.32	\$1,094.94	\$1,102.08
-	Hourly	\$21.99	\$22.48	\$23.93	\$25.46	\$25.76	\$25.85	\$25.96	\$26.07	\$26.24
-	-	-	-	-	-	-	-	-	-	-
Firefighter EMT P	Annual	\$48,353.76	\$49,467.60	\$52,612.56	\$55,997.76	\$56,587.44	\$56,805.84	\$57,089.76	\$57,439.20	\$57,723.12
-	Weekly	\$929.88	\$951.30	\$1,011.78	\$1,076.88	\$1,088.22	\$1,092.42	\$1,097.88	\$1,104.60	\$1,110.06
-	Hourly	\$22.14	\$22.65	\$24.09	\$25.64	\$25.91	\$26.01	\$26.14	\$26.30	\$26.43
-	-	-	-	-	-	-	-	-	-	-
Lieutenant EMT B	Annual	\$50,646.96	\$51,738.96	\$54,796.56	\$58,203.60	\$58,793.28	\$58,989.84	\$59,251.92	\$59,557.68	\$59,819.76
-	Weekly	\$973.98	\$994.98	\$1,053.78	\$1,119.30	\$1,130.64	\$1,134.42	\$1,139.46	\$1,145.34	\$1,150.38
-	Hourly	\$23.19	\$23.69	\$25.09	\$26.65	\$26.92	\$27.01	\$27.13	\$27.27	\$27.39
-	-	-	-	-	-	-	-	-	-	-
Lieutenant EMT A	Annual	\$50,996.40	\$52,088.40	\$55,233.36	\$58,574.88	\$59,186.40	\$59,361.12	\$59,666.88	\$59,907.12	\$60,278.40
-	Weekly	\$980.70	\$1,001.70	\$1,062.18	\$1,126.44	\$1,138.20	\$1,141.56	\$1,147.44	\$1,152.06	\$1,159.20
-	Hourly	\$23.35	\$23.85	\$25.29	\$26.82	\$27.10	\$27.18	\$27.32	\$27.43	\$27.60
-	-	-	-	-	-	-	-	-	-	-

Lieutenant EMT P	Annual	\$51,302.16	\$52,416.00	\$55,582.80	\$58,989.84	\$59,514.00	\$59,776.08	\$60,060.00	\$60,365.76	\$60,649.68
-	Weekly	\$986.58	\$1,008.00	\$1,068.90	\$1,134.42	\$1,144.50	\$1,149.54	\$1,155.00	\$1,160.88	\$1,166.34
-	Hourly	\$23.49	\$24.00	\$25.45	\$27.01	\$27.25	\$27.37	\$27.50	\$27.64	\$27.77
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	STEP	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Captain EMT B	Annual	-	-	-	\$61,981.92	\$62,484.24	\$62,855.52	\$63,095.76	\$63,336.00	\$63,663.60
-	Weekly	-	-	-	\$1,191.96	\$1,201.62	\$1,208.76	\$1,213.38	\$1,218.00	\$1,224.30
-	Hourly	-	-	-	\$28.38	\$28.61	\$28.78	\$28.89	\$29.00	\$29.15
-	-	-	-	-	-	-	-	-	-	-
Captain EMT A	Annual	-	-	-	\$62,353.20	\$62,964.72	\$63,292.32	\$63,532.56	\$63,750.96	\$64,122.24
-	Weekly	-	-	-	\$1,199.10	\$1,210.86	\$1,217.16	\$1,221.78	\$1,225.98	\$1,233.12
-	Hourly	-	-	-	\$28.55	\$28.83	\$28.98	\$29.09	\$29.19	\$29.36
-	-	-	-	-	-	-	-	-	-	-
Captain EMT P	Annual	-	-	-	\$62,790.00	\$63,379.68	\$63,685.44	\$63,882.00	\$64,165.92	\$64,515.36
-	Weekly	-	-	-	\$1,207.50	\$1,218.84	\$1,224.72	\$1,228.50	\$1,233.96	\$1,240.68
-	Hourly	-	-	-	\$28.75	\$29.02	\$29.16	\$29.25	\$29.38	\$29.54

-	<u>0-1 YRS</u>	<u>2-3 YRS</u>	<u>4-5 YRS</u>	<u>6-8 YRS</u>	<u>9-12 YRS</u>	<u>13-15 YRS</u>	<u>16-18 YRS</u>	
-	-	-	-	-	-	-	-	
-	STEP	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
Office Manager	Annual	\$39,807.56	\$41,000.44	\$42,231.80	\$43,059.12	\$43,944.16	\$44,367.44	\$45,868.16
-	Weekly	\$765.53	\$788.47	\$812.15	\$828.06	\$845.08	\$853.22	\$882.08
-	Hourly	20.69	21.31	21.95	22.38	22.84	23.06	23.84

APPENDIX D-OVERTIME DISTRIBUTION

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Scheduled Overtime:

Definition: Overtime that is filled in advance (24 hours or greater).

- Shift(s) will be paged out on Monday mornings (Before 11AM if calls allow) via Aladtec. The person filling overtime will assign shifts based off the overtime list after 3PM giving the crew members time to sign up for said shift(s).
- No phone calls are required for Scheduled Overtime fillings.
- Shifts will be filled in 12-hour blocks, Unless overtime is less than a 12-hour shift, in which the shift will be filled off the "Short Time" Over time list in same fashion.
- If you get denied for the shift(s) you have signed up for, you **do not** move on the overtime list.
- If you are approved for a shift you have signed up for **you move** to the bottom of list at time it is filled.

Emergency Overtime:

Definition: Overtime that is filled less than 13 hours but greater than 4 hours.

Example: Crew member calls out night before assigned shift, crew member calls in morning to cancel night shift.

- Shift will be paged out on Aladtec to notify crew members of the vacancy.
- Person filling overtime will start at top of overtime list and call crew member and leave voice message stating the shift available, and what time they are calling.
- A 5-minute wait period after leaving voice message is required before calling next crew member.
 - Person filling overtime should pay attention to Aladtec when filling, If a crew member signs up on Aladtec and is next to call, crew member who signed up will be assigned the shift, and a phone call will be made to notify the crew member of their assignment.
- If you answer the phone and refuse shift, or sign up on Aladtec and are denied for the shift, you **do not** move on the over time list.
- If you are approved on Aladtec, or answer the phone and accept shift, **you move** to bottom of overtime list at time of filling.

Immediate Overtime:

Definition: Overtime that is filled less than 4 hours.

Example: Call out in morning before shift, Crew member goes home sick during shift.

- Shift will be paged out on Aladtec to notify crew members of vacancy.
- Person filling overtime will start at top of overtime list and call crew member and leave voice message stating the shift available, and what time they are calling.
- No wait period is required between leaving voicemail and calling next crew member.
- Refer to Short-Time Overtime category for specifics on when to use short time list vs traditional list when filling **highlighted in yellow**.
- Person filling overtime should pay attention to Aladtec when filling, If a crew member signs up on Aladtec and is next to call, Approve them on Aladtec, and call them to notify them of their approval.
- If you answer the phone and refuse shift, or sign up on Aladtec and are denied for the shift, you **do not** move on the over time list.

- If you are approved on Aladtec, or answer the phone and accept shift, **you move** to bottom of overtime list at time of filling.

Short-Time Overtime:

Definition: Overtime that is **less than 12 hours.**

Example: Someone takes personal time for a 4-hour appointment, Crew member goes home sick.

- If Short-Time Overtime is Prescheduled it will be filled following the same principles as “Scheduled Overtime,” But person filling overtime will use the “Short Time Overtime List.”
- If Short-Time Overtime falls under the “Emergency Overtime” criteria, it will be filled with the same principles as Emergency Overtime, but person filling overtime will use the “Short Time Overtime List.”
- If Short-Time Overtime falls under the “Immediate Overtime” criteria it will be filled using the same principles as Immediate Overtime, but the person filling overtime will use the “Short Time Overtime List.”
- If a crew member goes home sick during shift, and vacancy is 4 hours or more till next landmark, (0700 or 1900) the over time will be filled off the Short-Time Overtime list till next landmark, then filled off the Traditional overtime list. If the vacancy is less than 4 hours till next landmark (0700 or 1900), Remaining crew members shift can be offered as a whole off of the Traditional overtime list (I.E 13,14,15-hour Overtime shift).

Cancelled Overtime:

Definition: When Overtime is taken back from crew members by management. Example: Crew member on extended sick leave returns sooner than anticipated, Vacation plans canceled.

- In the event crew members overtime is “taken back,” The crew members will move to the top of the list in the order the over time was filled for shifts being taken back.

Example: If on Tuesday, Crew Member 1 had 0700-1900 and Crew Member 2 had 1900-0700, and the shift was taken back by management, Crew Member 1 would be placed in the #1 spot on the overtime list and Crew Member 2 would be placed in the #2 spot on overtime list. In the same week if that Thursday was also taken back, and Crew member 3 was working 0700-1900 and Crew Member 4 was working 1900-0700, Crew Member 3 would move to the #3 spot on the overtime list and Crew Member 4 would move to the #4 spot on the overtime list.

Vacation Leave and Overtime:

- Vacation time starts at 0700 of your last completed shift, and continues until you return to your first scheduled shift after your vacation.

Example: If your schedule has you working Tuesday the 9th, Friday the 12th, then Wednesday the 17th and you took a vacation day on Friday, Your vacation leave starts Wednesday morning the 10th at 0700 and continues till Wednesday the 17th at 0700.

- While on vacation leave from department you are still eligible to receive over time as long as it is not on your own shift. (I.E you cannot create overtime using vacation time then fill your

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own spot.)

- While on vacation you cannot be forced.

Officer Overtime Exception:

Definition: There must be an officer, Whether Lieutenant or Captain on each shift.

- In the event there is overtime available and there is no Officer currently on the schedule for that day/night, the overtime must go to an officer.
- The traditional overtime list will be used, and only officers will be eligible for the shift(s).
- When the officer is assigned to the shift, they will move to the bottom of the list at the time it is filled.

Sick Leave and Overtime:

- If you are out on a doctor's note, you are not eligible for overtime until approved by the chief.

Forced Overtime:

Definition: A "Force" Over-time list will be created and used when the rotating over-time list is exhausted. The top eligible person shall be the "Force". The list will be by reverse seniority, Junior Person first, and one Will remain at the top of the list until "Forced" to work.

You are Ineligible to be forced IF:

- The shift being forced you are on personal leave.
- You are on vacation, which begins at 0700 of your last shift worked prior to vacation day.
- You are on Sick, FMLA, or form of medical or disability leave.
- You have worked 72 consistent hours for Old Orchard Beach Fire Department
- While an individual is on a "swap," the firefighter not at station cannot be forced.

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Agenda Item #7390

Discussion with Action: Amend the Town of Old Orchard Beach Code of Ordinances, Ch. 74, Art. IV, Div. 3, Sec. 74-153 and Div. 4, Sec. 74-207 (b); Ch. 74, Art. VI, Sec. 74-313.

Background: *(see attached draft ordinance)*

This amendment proposes changes to subdivision addressing and street sign standards. Public hearing was held on this matter on Tuesday, March 2nd, 2021.

TO: **Old Orchard Beach Town Council**
 Larry Mead, Town Manager
 Jennifer Hayes, Executive Assistant
FROM: **Planning Staff**
SUBJECT: **Proposed Ordinance Amendments: Subdivision Addressing**
DATE: **27 January 2021**

This item proposes two amendments to the subdivision ordinance: the first is associated with E-911 addressing, the second is associated street signs.

The first amendment will require subdivision applicants to work with the E-911 addressing officer to develop road names and lot numbers that work with the E-911 addressing system. The purpose of this change is to assist the addressing officer assign addresses in a more efficient manner. If this amendment is adopted, subdivision applicants will be required to demonstrate they worked with the assessing department to develop road names and lot numbers when they submit their preliminary subdivision plan.

The second amendment requires: 1. the developer to install street signs when construction of the development begins and 2. the public works director, not the planning board, to approve street sign type, size and location. The purpose of these amendments is to ensure street signs are up early to assist public safety response times and to allow the public works department determine the design and location of street signs.

Planning Board Action:

At the December 2020 meeting, the Planning Board unanimously recommended the Council approve the adoption of the subdivision ordinance addressing amendments

Motioned by: Councilor Kelley

Seconded by: Councilor Reid

Vote: 4-0

**CHAPTER 74 AMENDMENTS – ADDRESSING
Council Review – February 2021**

Amendments to Chapter 74, Article IV (new language underlined, deleted language ~~struck~~):

DIVISION 3. - MINOR SUBDIVISIONS

Sec. 74-153. - Submissions.

(15) Addressing. After consultation and approval by the Town Assessor, the subdivider shall show proposed road name(s) and lot numbers on the preliminary plan. The road name(s) and lot numbering system shall be used for the purpose of E-911 addressing.

~~(15)~~ (16) Digital submission requirements. All plan sheets must be submitted in digital format:

DIVISION 4. - MAJOR SUBDIVISIONS

Subdivision II. - Preliminary Plan

Sec. 74-207. – Submissions

(b) *Preliminary plan*

(26) Addressing. After consultation and approval by the Town Assessor, the subdivider shall show proposed road name(s) and lot numbers on the preliminary plan. The road name(s) and lot numbering system shall be used for the purpose of E-911 addressing.

Amendments to Chapter 74, Article VI (new language underlined, deleted language ~~struck~~):

Sec. 74-313. - Additional improvements and requirements.

(c) *Street names, street signs, streetlights.* Streets which join and are in alignment with streets of abutting or neighboring properties shall bear the same name. Names of new streets shall not duplicate nor bear phonetic resemblance to the names of existing streets within the town and shall be subject to the approval of the planning board. Street name signs shall be furnished and installed by the developer at the onset of the construction phase. The type, size, and location shall be subject to the approval by the ~~planning board~~ public works director. Street lighting shall be installed as required by the planning board.

Agenda Item #7391

Discussion with Action: Amend the Town of Old Orchard Beach Code of Ordinances, Ch. 50, Art. III, Div. 2, Sec. 50-111 and Sec. 50-113; Ch. 50, Art. III, Div. 3, Sec. 50-171 and Sec. 50-172; Ch. 78, Art. VIII, Div. 4, Sec. 78-1467, Sec. 78-1468, Sec. 78-1492, Sec. 78-1495.

Background: *(see attached draft ordinance)*

These amendments propose changes to ordinance standards related to driveways. Public hearing was held on this matter on Tuesday, March 2nd, 2021.

TO: Old Orchard Beach Town Council
Larry Mead, Town Manager
Jennifer Hayes, Executive Assistant

FROM: Planning Staff

SUBJECT: Proposed Ordinance Amendments: Driveways (Draft 2)

DATE: 24 February 2021

This item proposes to amend OOB ordinances Chapter 50 and Chapter 78. Highlights of the ordinance amendments- amend the driveway definition in Chapter 50, add code enforcement jurisdiction to driveway permit review and approval, and change driveway dimensions. The reason for these changes? 1. The current driveway definition in Ch. 50 does not include the area within the Town right-of-way, it only includes the area on private property. 2. Since driveways are often associated with projects requiring building permits (e.g., new home), it makes sense to include the department (codes) which is directly involved in the permit review process. 3. Regarding driveway dimensions, we found applicants have difficulties meeting the width requirements. Also, driveway lengths that are too short cause vehicles to interfere with roads and sidewalks.

1. Regarding the driveway definition amendment in ordinance Ch. 50, the changes seek to make it clear that a driveway includes the land on public and private property. Currently, a driveway is the area “wholly contained within the boundaries of that property.” Basically, this means a driveway is defined as a driveway only when it is located on private property. This definition causes interpretation and consistency problems- especially driveway width and location measurements. Draft 2 remains the same.

2. Currently, driveway permit review and approval fall under the sole jurisdiction of the public works director. The proposed amendments in ordinance Ch. 50 will include the code officer in the review and approval process. Draft 2 remains the same.

3. Regarding the driveway dimensional amendments in ordinance Ch. 78, the changes include:

- Draft 2 includes a new term- “driveway approach” which is defined as the area between the closest edge of the surface of the public or private road and the property boundary line intended to provide access for motor vehicles to the property. What changes is the location where maximum driveway width is required- Draft 1 was the entire driveway, Draft 2 max width only applies to the portions of the driveway within the road right-of-way.
- 1 and 2 family “driveway approach” width increase to a maximum of 24’ (currently 20’).

- For multifamily and commercial parking development, two-way “driveway approach” width increases for multifamily to a maximum of 26’ (currently 22’ and 24’) and increases for commercial parking lots to a maximum of 24’ (currently 22’).
- Driveways must have enough length to prevent vehicles parked in the driveway from blocking or interfering with vehicle and pedestrian passage on public or private roads and sidewalks. Because the depth of the right-of-way can vary, there is no set length- the length will be determined by the code officer and PW director. Currently, there is no length requirement.
- More specific location to assist identifying where width is measured.

Planning Board Action:

At the December 2020 meeting, the Planning Board unanimously recommended the Council approve the adoption of the proposed amendments

Motioned by: Councilor Kelley

Seconded by: Councilor Reid

Vote: 3-0

Call for vote:

Yay: Chair O’Neill, Councilor Kelley, & Councilor Reid

Nay: Vice-Chair Tousignant

CHAPTER 50 and 78 AMENDMENTS – DRIVEWAYS
Public Hearing – March 2021
2nd Draft

Amendments to Chapter 50, Article III (new language underlined, deleted language ~~struck~~):

DIVISION 2. - NAMING AND NUMBERING

Sec. 50-111. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Driveway means any vehicular accessway serving a parcel of land. ~~road to private property that is wholly contained within the boundaries of that property.~~

Sec. 50-113. - Enforcement and penalty.

This division shall be enforced by the ~~public safety director~~ police chief or their designee, who shall give written notice to any owner or person in charge of a dwelling, place of business or building, advising that person of a date by which the person or owner must comply with this division. If the person to whom the notice is addressed does not correct the violation by the compliance date, such person shall commit a civil violation.

(Ord. of 4-1-1997, § 9)

DIVISION 3. – EXCAVATIONS

Subdivision II. - Permit

Sec. 50-171. - Required.

(a) It shall be unlawful for any person to dig up, excavate, tunnel, undermine, or in any manner break up any street or to make or cause to be made any excavation in or under the surface of the street for any purpose or to place, deposit, or leave upon any street any earth or other material obstructing or tending to interfere with the free use of the street, unless such person shall have first obtained an excavation permit from the public works department.

(b) It shall be unlawful for any person to remove, alter or construct any driveway without first obtaining a driveway permit from the code enforcement officer and public works department.

(Ord. of 9-18-1984, § I(a))

Sec. 50-172. - Application.

(a) No excavation permit shall be issued unless a written application for the issuance of the permit is submitted to the director of public works for review and approval.

(b) No driveway permit shall be issued unless a written application for the issuance of the permit is submitted to the code enforcement officer and public works director for review and approval.

(c) The application shall state the following:

- (1) The name, telephone number and address of the applicant;
- (2) The name, telephone number and address of the property owner
- (3) The nature, location and purpose of the excavation;
- (4) The date of commencement of the excavation; and
- (5) The date of completion of the excavation.

(d) The application shall be accompanied by a plan showing the extent of the proposed excavation work, including its location and the dimensions and elevations of the proposed excavated surfaces and such other information as may be reasonably required by the director of public works and code enforcement officer.

(e) The application shall be accompanied by proof of notice to the utilities as provided in 23 M.R.S.A. § 3360-A(3).

(Ord. of 9-18-1984, § II; Ord. of 12-18-1984; Ord. of 6-22-2011(1))

Amendments to Chapter 78, Article VIII (new language underlined, deleted language ~~struck~~):

DIVISION 4. - PARKING, OFF-STREET LOADING AND DRIVE-THROUGH FACILITIES

Subdivision II. - Access Standards for Single- and Two-Family Residences

Sec. 78-1467. - Driveway dimensions.

(a) For single- and two-family residences, driveway approach width shall not exceed 24 feet in width. of driveways at the street as measured 20 feet from the street curbline Minimum driveway width throughout the entire driveway length shall not be less than 12 feet in width, with a minimum right-of-way clearance of 15 feet to accommodate emergency vehicle access. ~~Maximum driveway width at the curbline shall not exceed 20 feet.~~

(b) For the purposes of this Division, driveway approach width is defined as the area between the closest edge of the surface of the public or private road and the property boundary line intended to provide access for motor vehicles to the property.

(c) All driveways shall provide enough length, as determined by the code enforcement officer and public works director, to prevent vehicles parked in the driveway from blocking or interfering in any way with vehicle, bicycle and pedestrian passage on public or private roads and sidewalks and with snow removal.

(Ord. of 9-18-2001, § 5.3.1.2)

Sec. 78-1468. - Driveway design specifications.

(d) Driveway permit. No driveway shall be constructed without first securing a driveway permit from the code enforcement officer and public works director and posting a cash or security bond in the

amount of \$1,000.00 with the public works director. No certificate of occupancy shall be issued until the code enforcement officer and public works director approves the completed driveway construction.

Subdivision III. - Access Standards for Multifamily and Nonresidential Uses

Sec. 78-1492. - Driveway dimensions.

(a) All driveways for multifamily and nonresidential uses shall be designed to accommodate the volume and physical turning characteristics of vehicles anticipated to use the off-street parking and/or loading facilities. ~~Widths of driveways at the street~~ Driveway approach widths should be minimized wherever possible. Minimum and maximum driveway approach widths ~~widths for driveways as measured 20 feet from the street curbline~~ are established as follows:

Use	One-Way Drives (feet)		Two-Way Drives (feet)		Curblineline Radius (feet)	
	Min.	Max.	Min.	Max.	Min.	Max.
Multifamily (3—10 units)	10	12	20	22 <u>26</u>	5	10
Commercial parking lots	10	12	20	22 <u>24</u>	5	10
Multifamily (10 + units)	12	14	22	24 <u>26</u>	5	10
Commercial uses	12	20	24	26	5	15
Industrial uses	15	25	26	30	10	20

(b) For the purposes of this Division, driveway approach width is defined as the area between the closest edge of the surface of the public or private road and the property boundary line intended to provide access for motor vehicles to the property.

(c) All driveways shall provide enough length, as determined by the code enforcement officer and public works director, to prevent vehicles parked in the driveway from blocking or interfering in any way with vehicle, bicycle and pedestrian passage on public or private roads and sidewalks.

(Ord. of 9-18-2001, § 5.3.2.2)

Sec. 78-1495. - Driveway permit.

No driveway shall be constructed without first securing a driveway permit from the code enforcement officer and public works director and posting a cash or security bond in the amount of \$1,000.00 with the public works director. No certificate of occupancy shall be issued until the code enforcement officer and public works director approves the completed driveway construction.

Agenda Item #7392

Discussion with Action: Authorize the Town Manager to enter into an engineering services contract with Woodard & Curran for major upgrades to the waste water treatment facility and several pump stations in the amount of \$3,113,800 (three million one hundred thirteen thousand eight hundred dollars) from account #31151-50960 Wastewater Facility Upgrade Bond Expense Account to be funded with the issuance of general obligation bond(s) according to the referendum that was approved November 3, 2020 in the amount of \$23,500,000 (twenty-three million five hundred thousand dollars).

Background: At the November, 2020 election the Town's residents overwhelmingly approved a \$23.5 million bond for major upgrades and improvements at the waste water treatment facility and related pump stations. The last major update at the WWTF was in 1985. This project will increase capacity, replace outdated elements, address structural integrity issues at the plant, maintain DEP license compliance and address code violations and operator safety concerns. The Finance Department solicited proposals for design, bidding, construction administration, inspection of contractor work, permitting and project close-out. Two firms; Woodard & Curran, and Wright-Pierce, were interviewed by a selection committee consisting of Waste Water Superintendent Chris White, Town Councilor Kenny Blow, Public Works Director Joe Cooper, Finance Director Diana Asanza, and Town Manager Larry Mead. The two proposers were evaluated by the Selection Committee on the basis of their written proposals and the 2-hour presentation and interview, with respect to the following criteria; Similar project experience, Project team qualifications, Knowledge of the Town and its facilities, Project approach, Cost estimating experience, and References. The Selection Committee recommends to Town Council that Woodard & Curran be retained for the upgrade project. While each firm is well qualified the Committee preferred Woodard & Curran's project approach that will take full advantage of the existing structural assets at the WWTF, including the Half-Way pump station and control building, the primary sedimentation tanks, and the currently un-used aeration tanks. With respect to using fully the primary sedimentation tanks and un-used aeration tanks, this approach will result in a longer, less rushed processing of wastewater. This will provide a more stable operational environment, requiring less operator intervention, and increasing operator flexibility because of more options being available. It will also promote nitrogen removal which is a priority of DEP, and will produce less sludge which lowers disposal costs. Woodard & Curran's fee for engineering services was slightly lower than Wright-Pierce.

Motioned by: Vice-Chair Tousignant **Seconded by:** Councilor Reid **Vote:** 4-0

Motion to Amend Agenda Item 7392 – Councilor Reid

Councilor Reid moved to amend the contract cost for engineering services for Waste Water upgrades from \$3,113,800 (three million one hundred thousand eight hundred dollars) to \$3,065,000 (three million sixty-five thousand dollars).

Seconded by: Councilor Kelley

Vote: 4-0

February 25, 2021

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

SUBJECT: Wastewater Engineering Services

Dear Mr. Mead,

The Town is embarking on its largest municipal infrastructure project yet to upgrade its wastewater treatment facility (WWTF) and four pump stations within the collection system. The conversion of the WWTF to secondary treatment in 1972 and an upgrade in 1985 were largely funded by the Federal government. Subsequent minor upgrades in the 1990s and 2000s were smaller and one project included Rural Development grant money. The cost for this project will, however, be borne 100% by the residents of Old Orchard Beach. It is essential that the Town has the right partner to guide you through these critical projects from start to finish; one that has proven time and time again over 30 years to provide value to the Town.

The RFQ included six major ranking criteria upon which consultants will be evaluated. Relative to each, we offer the following for your consideration:

- **Firm's Similar Experience.** Wright-Pierce is first and foremost a municipal engineering services firm. In fact, 90% of our business is derived from serving towns and cities, like Old Orchard Beach, with their water and wastewater infrastructure needs. *It's what we do.* While we are largely a Northeast-based engineering firm, our depth and breadth in wastewater engineering has placed us as the 16th largest designer of WWTFs and 23rd in sewers/storm drains in the United States according to Engineering News Record. We have upgraded dozens of WWTFs and hundreds of wastewater pump stations to support this expertise. Learn more about our similar experience in [☞ Section 1](#).

Team Qualifications. Your project team will be led by owners of Wright-Pierce. Chris Dwinal will be our Project Leader/Manager and brings 31 years of engineering experience to the team. He has managed WWTF and pump station upgrades in Bath, Portland, Westbrook, Falmouth, South Portland, and Cape Elizabeth to name a few. Chris is supported by team members who you know and trust such as Client Liaison Stephanie Hubbard; Technical Services Manager Ed Leonard who oversaw the West Grand Pump station upgrade as well as the WWTF facility planning efforts; and Principal-in-Charge Paul Birkel. This ownership team will bring the resources, attention, and focus to this project to ensure cost effective solutions within current budget. In addition to the owners listed above, our proposed Assistant Project Manager/Lead Engineer Matt Burns has recently completed major upgrades to WWTFs in Brunswick (\$18 million), Bath (\$6 million), and Camden (\$10 million) ME and in Merrimack, NH (\$18 million). Learn more about our proposed project team in [☞ Section 2](#).

2/25/2021

Larry Mead, Town Manager

Page 2 of 2

- **Knowledge of the Town and its Facilities.** Our municipal engineering services to the Town over the course of *three decades* range from storm drain projects; sewer collection system analysis and design; pump station evaluations and designs; WWTF assessments and design; to Town advisory services on sewer user rates, developer reviews, as well a flood mitigation and inter-department assistance. *No other consultant knows your community or infrastructure better than Wright-Pierce.* Read more about our experience with the Town in [Section 3](#).
- **Project Approach.** Wright-Pierce conducted the Town's in-depth facility planning in 2009 as well as the update to such in 2019. In 2020, the Town identified the most critical needs at the WWTF and within the community at four wastewater pump stations that would fit within a total \$23.5 million budget. With reduced capital available, we can leverage our extensive knowledge of your facilities in concert with incorporating staff considerations to direct monies wisely while meeting core environmental goals. Review our project approach in [Section 4](#).
- **Cost Estimating.** From conceptual planning through design and oversight of construction to presenting accurate costs for planning, bidding, and final project costs, Wright-Pierce has a clear, documented, and proven track record with the Town. It's not just words on a page. It's real experience and one of the reasons the Town has repeatedly entrusted Wright-Pierce with its engineering support including its wastewater infrastructure needs for almost 30 years. Our track record of cost estimating, and low percentage of change orders, goes beyond our work with the Town, as presented in three similar projects in [Section 1](#). A summary of our approach to cost estimating is provided in [Section 5](#).
- **References.** Experiences with Wright-Pierce and our project team are best shared by talking to our clients. They can speak to our timeliness, budget performance, cost estimation skill, and the final constructed cost which is the measure by which all good design firms are judged. See [Section 6](#) for more.

We are excited about the opportunity to re-engage the Town on this vital infrastructure project. With our past work for the Town, understanding of the facilities, and experienced project team, we will hit the ground running. We will work with you to tweak the plan, secure additional funding to increase the scope of work without impact to the taxpayers, or advance the plan as currently presented. Either way, with Wright-Pierce you have a proven partner to take you to the finish line. One that has time and time again demonstrated value to the Town and earned your trust. One project at a time.

Sincerely,
WRIGHT-PIERCE



Chris Dwinal, PE
Project Leader/Manager
chris.dwinal@wright-pierce.com



Paul Birkel, PE
Principal-in-Charge
paul.birkel@wright-pierce.com

WRIGHT-PIERCE 
Engineering a Better Environment

February 26, 2021



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

Dear Larry:

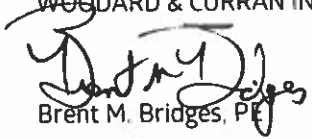
The long journey towards Old Orchard Beach implementing a wastewater treatment facility and pump station upgrade project has hopefully reached its conclusion after the overwhelming support shown by the voters in November. We want to continue our work with you to deliver the project the community expects and feel that benefits to our future involvement are:

- Detailed knowledge of all the wastewater assets based on our value engineering work and our completion of the Fiscal Sustainability Plan (FSP).
- Continued representation on your behalf of the progress you have made with DEP to avoid fines and a consent order.
- Understanding of the current operational issues and future preferences based on our work with Chris, Mike, Dan, and the wastewater staff.
- Experience working with DEP on the Clean Water State Revolving Fund and assistance in helping the Town secure funding for the FSP, the Climate Adaption Plan, and funding for this project.
- Understanding of the goals of the project which are continued community growth, increased capacity, improving operational efficiency and compliance, and bringing the facilities up to code.
- Our diligence to designing to meet your needs within your budget as we demonstrated with our work on the Administration Building.
- Sensitivity to impacts to the taxpayers by developing and continuing to focus on critical upgrades based on the value engineering we performed to achieve the \$23.5M project.

Please feel free to contact me with any questions regarding our submittal at 207.558.3807 or email me at bbridges@woodardcurran.com. Thank you for your consideration.

Very truly yours,

WOODARD & CURRAN INC.


Brent M. Bridges, PE
Senior Principal



KEY ISSUES/CONSIDERATIONS

Old Orchard Beach's wastewater infrastructure is aging like many other communities in Maine. We understand the challenges you face, like:

- The current wastewater treatment facility and pump stations have been in need of significant upgrade for nearly two decades.
- The Town has annually invested in small repairs but those are now insufficient to correct the deficiencies. Four pump stations are operating at near capacity and cannot handle significant additional flow.
- 70% of the plant's mechanical equipment has exceeded its useful life and replacement parts are not available.
- The electrical system is 35 years old and is outdated, undersized and hazardous and costly to repair.
- In 2018 and 2019, DEP issued Old Orchard Beach two violations for unauthorized discharges caused by a lack of up-to-date instrumentation and control systems. They have stated the Town must make major systematic improvements or be at risk of costly penalties.
- There is not an interconnected communication system in place to eliminate human error and create a multi-tiered safety net to prevent future failures.
- There needs to be expanded capacity and functionality at the pump stations and treatment facility by replacing outdated, inefficient equipment which will optimize treatment capabilities and increase reliability.

In developing the Work Plan for a project with as many moving parts of Old Orchard Beach Wastewater Treatment Facility and Pump Stations upgrade project, our focus will be on the following key issues and considerations.

DEP Approval/Consent

As the project is designed, it is important to continue to communicate to DEP the progress you are making so that they are satisfied with the Town's effort. To mitigate the threat of a future consent order, we will continue our work with you like we have over the past year to meet the approval of DEP.

Ease of Operation and Controlling Future Operational Costs

We will continue to work closely with Chris and the wastewater staff and engage with Joe Cooper in Public Works to improve operational efficiencies at the wastewater plant, the pump stations, and the collection system. The wastewater infrastructure is very dated and lacks an integrated communication system and automatic controls. Therefore, more labor for operations and maintenance is required and the risk of failure is higher. The design work will concentrate on allowing the current staff to more easily operate the wastewater treatment facility and the pump stations to maintain compliance and improve capacity.

Managing Capital Costs through Selective Procurement

We have successfully minimized construction change orders by procuring specialized equipment prior to issuance of the bid documents for the overall construction work. This also ensures the Town gets the right equipment at the right time. This reduces the risk of getting undesirable equipment provided by the contractor as they can attempt to get cheaper materials approved. We will work with Diana, Chris and staff to select the right equipment manufacturers and procure it using agreed to criteria. This reduces the risk to the contractor as they will know exactly what they are installing and they carry the cost of the equipment without a markup which also saves money.

Providing for Growth Within the Town

The Ross Road and Portland Road areas of Town are ripe for development and require expansion of capacity of the Ross, Portland, Milliken and Comfort Pump Stations to accomplish this growth. The sewer that runs along Walnut Street also needs to be replaced with a larger size pipe. The upgrades planned for at the wastewater facility will also allow for growth with improvements to all unit processes, an additional Huber press for sludge handling and bringing the old aeration tanks back into service. The improved capacity will also result in a more resilient plant that will be easier to maintain compliance.

Maintaining Operations During Construction

Our philosophy has always been to use existing assets to save money. Reusing the existing concrete tanks at the WWTF rather than constructing all new facilities will save a great deal of money versus earlier estimates that the Town has received for new construction. However, maintaining operations is more difficult as bypassing flow and maintaining compliance can be hard. Like we have done with many other projects, we consult with plant staff to come up with a bypass plan so that all unit processes can readily be worked on while maintaining operations. We will also work around the high summer flows in planning for the work to be accomplished.

Impact to the Taxpayers/Understanding the Bid Environment

The treatment facility is 35 years old and in need of significant repairs. However, we recognize the current challenge the Town faces with competing priorities and uncertain revenues. The taxpayers have overwhelmingly supported the project and expect that all the work to be done for the money they have approved. The quality of the design will determine the amount of bidders we can attract and the risk (or cost) they add to their bids. Our experience, based on the feedback we have received from contractors, is they are eager to bid our design work so long as they are not overloaded. We maintain constant communication with the contractors that bid this type of work. Our goal will be to bid this project when the contractors are not overloaded to get favorable pricing and maximize the amount of work that can be completed with the Town's funds.

PROJECT BACKGROUND/APPROACH/SCOPE OF WORK

PROJECT BACKGROUND

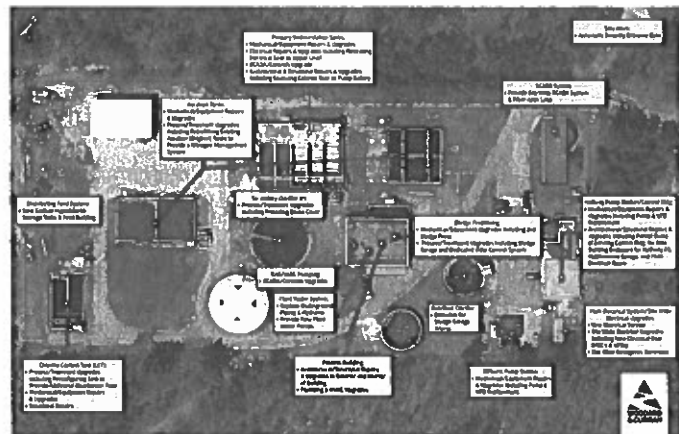
The Wastewater Treatment Facility (WWTF) was originally constructed in the 1960s and serves approximately 9,000 year-round residents. Because Old Orchard Beach's summer population increases to a level at least five times greater than the year-round population, the facility and system must have the capacity to treat summer flows. The WWTF treats an average flow of 1.6 MGD with peak daily flows up to 6.4 MGD and is nearing its capacity. The sewer collection system consists of approximately 36 miles of sewer main, and 4.1 miles of force main along with nine pump stations (Dunegrass 200, Dunegrass 100, Ross Road, Portland Avenue, East Grand, Milliken Street, Comfort and West Grand).

The WWTF was upgraded in 1972, 1985, 1994 and most recently in 2000. Approximately 70% of the equipment at the WWTF is older than 35 years and has exceeded its useful life. This outdated equipment is not energy efficient and the WWTF accounts for at least 50% of the Town's electrical budget.

This project consists of upgrades to both the WWTF and improvements to four pump stations to increase capacity, replace outdated and worn-out elements, address structural integrity issues, maintain license compliance, and address code violations and safety concerns. The State Department of Environmental Protection (DEP) has given notice to the Town that it will impose on the Town an Administrative Consent Agreement (ACA) if the proposed upgrades to the WWTF and system do not move forward.

Upgrades to the WWTF include, but are not limited to replacing the fine bubble diffusers, adding a nitrogen management system and foam mitigation system in the aeration tanks; replacing collection system equipment, upgrading controls to primary sludge pumps, and upgrading HVAC in the primary sludge pump station; upgrading electrical supply to the headworks; installing new pumps, valves, and instruments at the Yard Drain Pump Station; demolishing the existing control building and replace with building enclosure for Halfway Pump Station dry well including new pumps; rebuilding the 150-HP pumps and replacing the 14-HP pumps at the effluent pump station; replacing valves and reconfigure serpentine baffle arrangement of the chlorine contact tank; installing new double-walled sodium hypo storage tanks, new chemical feed enclosure, and new chlorine residual analyzer to the chlorine feed system; replacing underground piping and yard hydrants; and upgrading SCADA, electrical and structural elements throughout the WWTF.

Collection system improvements also include the following pump station upgrades: Ross Road and Portland Avenue pump stations to increase capacity; raise the elevation of the Milliken Street pump station to increase resiliency; provide capability to flush high flow force main at the West Grand pump station; SCADA/control upgrades at the Portland Avenue, Milliken Street, and Comfort pump stations; and replacement of the undersized sewer on Walnut Street with a 15" diameter line.



March 17, 2021



Mr. Larry S. Mead
Town Manager
1 Portland Avenue
Old Orchard Beach, Maine 04064

RE: Opinion of Engineering Services Fees for Old Orchard Beach Wastewater Treatment Facility and Pump Station Upgrades Project

Dear Larry:

Enclosed are our proposed engineering fees based on our understanding of the scope for the work for the Wastewater Treatment Facility and Pump Station Upgrades. Non-engineering project costs we have included are estimated interim financing costs, legal/administrative costs, and permit fees, along with land rights and easements. When we begin design of the pump station upgrades, we want to make sure of the property boundaries and we may also want to acquire some additional adjacent land.

The design work includes the WWTF and the Pump Station Upgrades as identified in the assessment work we completed with Chris and his staff and the Opinion of Probable Cost dated April 2020, attached to this letter. We have also included the replacement of the sewer line on Walnut Street as discussed. Our design work includes all subconsultant services such as survey, soil exploration and geotechnical evaluation work.

The non-engineering items of work for the total project are as follows:

Item	Opinion of Costs	Allocation
Construction (WWTF/Pump Station)	\$17,768,000	Construction
Construction (Walnut Street)	\$718,200	Construction
Contingency	\$1,268,800	Construction
Legal/Administration	\$50,000	Project
Interim Financing, Bond Counsel, and Funding Administration	\$400,000	Project
Land Rights and Easement Acquisitions	\$150,000	Project
Equipment and Tools	\$50,000	Project
Fees/Permits/Advertising	\$30,000	Project
TOTAL	\$20,435,000	



The engineering items of work for the total project are as follows:

Item	Opinion of Costs	Allocation
Preliminary Work and Investigative Phase (Topo and Boundary Survey, Geotech Evaluation, Soil Borings, Wetlands and Floodplain Mapping, Code Reviews, Odor Study, Pre-Procurement Work, Public/Agency/Town Updates and Presentations)	\$212,000	Task 1
Preliminary Design	\$1,200,000	Task 2
Final design	\$600,000	Task 3
Construction Administration	\$300,000	Task 4
Inspection	\$288,000	Task 5
Start Up Assistance	\$100,000	Task 6
Environmental, Local and MDOT Permitting	\$20,000	Task 1, 2, 3
Project Meetings/Communications/Presentations	\$50,000	All Tasks
Bidding Services/Contract Execution	\$50,000	Task 4
O&M Manuals	\$70,000	Task 6
Record Drawings	\$50,000	Task 6
Design/Construction Expenses	\$75,000	All Tasks
Post Construction Services/Project Close Out	\$50,000	Task 6
TOTAL	\$3,065,000	

The fee we anticipate for this project is \$3,065,000 which represents 15.5% of construction costs and 13% of the total project costs. This includes an 80-week construction duration with full-time resident inspection at 45 hours/week and \$80/hour. Based on our experience, this fee reflects a most likely case scenario. We would like to budget this amount as a not-to-exceed amount and as the project progresses, we can transfer unused funds over to contingency to accomplish some of the construction work we would anticipate designing as additive alternates.

We look forward to discussing this project in further with you and thank you for considering us for this work.

Very Truly Yours,

WOODARD & CURRAN INC.

Brent M. Bridges, PE
Senior Principal

0232616.01/BMB/mbm



TOWN OF OLD ORCHARD BEACH, ME
 WASTEWATER TREATMENT FACILITY & PUMP STATION ASSESSMENT
 PROPOSED PROJECT LIST
 APRIL 2020

Project Number	Location	Project Description	Need for Upgrades
CRITICAL PROJECTS			
1.	Main Electrical System	<ul style="list-style-type: none"> ■ Replace electrical feed for WWTF site <ul style="list-style-type: none"> ▶ New electrical service & transformer from CMP ▶ New electrical enclosure or building for main breaker & switchgear ▶ New diesel-powered standby emergency generator for entire WWTF ▶ New electrical distribution system (duct bank) ■ New electrical gear (MCC's & VFDs) to replace all existing electrical gear on site 	<ul style="list-style-type: none"> ■ Electrical System Upgrade ■ Age & Condition ■ O&M ■ Resiliency
2.	Plantwide SCADA System	<ul style="list-style-type: none"> ■ Provide plant wide SCADA system ■ Provide plant wide fiber-optic communications network ■ Provide Main Control Panel in New Administration Building ■ Provide remote I/O panels for Primary Sedimentation Tank Bldg., Process Bldg., CCT/Effluent Structure, & Effluent PS & Halfway PS 	<ul style="list-style-type: none"> ■ O&M ■ Resiliency ■ Permit Compliance ■ Cyber Security
3.	Halfway Pump Station	<ul style="list-style-type: none"> ■ Rehabilitate the existing pump station & expand wet well and dry well area ■ Replace existing pumps with duty standby arrangement ■ Provide beam and access hatch for pump removal ■ Structural repairs as needed ■ Demolish existing control building and construct new building enclosure for Halfway pump station (dry well only), maintenance garage, and new main electrical room 	<ul style="list-style-type: none"> ■ Age & Condition ■ O&M ■ Permit Compliance
4.	Primary Sedimentation Tanks	<ul style="list-style-type: none"> ■ Mechanical: <ul style="list-style-type: none"> ▶ Replace collection equipment & weirs in (All 5) ■ Replace primary sludge & scum pumps 	<ul style="list-style-type: none"> ■ Age & Condition ■ O&M ■ Permit Compliance
5.		<ul style="list-style-type: none"> ■ Structural: <ul style="list-style-type: none"> ▶ Enclosure for exterior stairs to pump gallery ▶ Tank concrete repairs ▶ Remove scaling in influent launder ■ Provide safety grating for access hatches 	<ul style="list-style-type: none"> ■ Age & Condition ■ Preventative Maintenance ■ Safety
6.		<ul style="list-style-type: none"> ■ Electrical: <ul style="list-style-type: none"> ▶ Replace electrical gear (MCC & Lighting Panels) ■ Relocate electrical gear to new enclosure located on top deck of Primary sed tanks (above flood elevation) 	<ul style="list-style-type: none"> ■ Electrical Upgrades ■ Age & Condition ■ Resiliency
7.		<ul style="list-style-type: none"> ■ Controls: <ul style="list-style-type: none"> ▶ Provide controls means to allow for any PS pump to pump from any sedimentation tank 	<ul style="list-style-type: none"> ■ Process Control
8.	Aeration Tanks	<ul style="list-style-type: none"> ■ Mechanical: <ul style="list-style-type: none"> ▶ Replace existing fine bubble aeration diffusers ▶ Nitrogen management system <ul style="list-style-type: none"> - New anoxic selector tanks with mixers in the existing Aeration Tanks (original) - New recycle pumps from ATs to anoxic tanks ▶ New foam mitigation system/froth spray system ■ New slide gate in effluent launder 	<ul style="list-style-type: none"> ■ Age & Condition ■ O&M ■ Permit Compliance ■ Capacity Limitations ■ Process Control ■ Treatment Performance



TOWN OF OLD ORCHARD BEACH, ME
 WASTEWATER TREATMENT FACILITY & PUMP STATION ASSESSMENT
 PROPOSED PROJECT LIST
 APRIL 2020

Project Number	Location	Project Description	Need for Upgrades
CRITICAL PROJECTS			
9.	Secondary Clarifiers	<ul style="list-style-type: none"> ■ Secondary Clarifier #1 <ul style="list-style-type: none"> ▶ Provide density current baffles ▶ Provide dome cover 	<ul style="list-style-type: none"> ■ Age & Condition ■ O&M ■ Permit Compliance ■ Treatment Performance
10.	Chlorine Contact Tank	<ul style="list-style-type: none"> ■ Reconfigure CCT to serpentine baffle arrangement ■ Replace mud valves, knife gate valves, gate operators ■ Concrete repairs as needed ■ Scum Baffles 	<ul style="list-style-type: none"> ■ Age & Condition ■ O&M ■ Permit Compliance ■ Treatment Performance
11.	Chlorine Feed System	<ul style="list-style-type: none"> ■ Relocate chemical feed system to be adjacent to CCT ■ New insulated & heated double walled sodium hypo storage tanks ■ Relocate existing chemical metering pumps ■ New transfer pump to pump to existing day tank in Process Bldg. ■ New enclosure (small building) for electrical gear, controls equipment, and chemical pumps 	<ul style="list-style-type: none"> ■ Age & Condition ■ O&M ■ Permit Compliance ■ Process Control
12.	RAS/WAS Pumping	<ul style="list-style-type: none"> ■ Provide SCADA control to allow RAS/WAS pumps to be flow paced off influent or effluent flowrate 	<ul style="list-style-type: none"> ■ Process Control ■ O&M ■ Treatment Performance
13.	Sludge Processing Equipment	<ul style="list-style-type: none"> ■ Provide 2nd Huber Q800 screw press & polymer feed system ■ New sludge conveyors w/ covers ■ Provide new sludge garage sized for sludge can ■ Provide odor control system for sludge garage & sludge conveyors & each screw press 	<ul style="list-style-type: none"> ■ O&M ■ Permit Compliance ■ Process Control ■ Resiliency ■ Odor Control ■ Safety ■ Protection of Building & Equipment
14.	Process Building	<ul style="list-style-type: none"> ■ Structural: <ul style="list-style-type: none"> ▶ Exterior/1st floor: <ul style="list-style-type: none"> - Exterior repairs (siding, roofing, etc.) - Roof flashing at parapet walls - New rollup door - Replace or repaint doors & frames - Replace concrete stair treads - Repaint & Seal exterior CMU - Modify existing sludge can area into loading dock - Relocate stairs on east side to current bathroom location ▶ Blower Room: <ul style="list-style-type: none"> - Repair crack in floor ▶ Pump Gallery <ul style="list-style-type: none"> - Repair basement floor slab - void area ■ Repaint columns 	<ul style="list-style-type: none"> ■ Age & Condition ■ O&M ■ Safety ■ Building Preventative Maintenance



TOWN OF OLD ORCHARD BEACH, ME
 WASTEWATER TREATMENT FACILITY & PUMP STATION ASSESSMENT
 PROPOSED PROJECT LIST
 APRIL 2020

Project Number	Location	Project Description	Need for Upgrades
CRITICAL PROJECTS			
15.		<ul style="list-style-type: none"> ■ HVAC <ul style="list-style-type: none"> ▶ Provide energy recover ventilator (ERV) for pump gallery & dewatering area ▶ Provide AC unit for blower room 	<ul style="list-style-type: none"> ■ HVAC/Cooling Equipment Upgrades ■ Building & Equipment Preventative Maintenance
16.		<ul style="list-style-type: none"> ■ Plumbing <ul style="list-style-type: none"> ▶ Provide city water connection for polymer feed system ▶ Provide hot water heater 	<ul style="list-style-type: none"> ■ O&M ■ Process Reliability
17.	Plant Water System	<ul style="list-style-type: none"> ■ Replace underground piping and yard hydrants 	<ul style="list-style-type: none"> ■ O&M ■ Process Reliability
18.		<ul style="list-style-type: none"> ■ Provide new plant water pump system 	<ul style="list-style-type: none"> ■ Age & Condition ■ O&M
19.	Effluent Pump Station	<ul style="list-style-type: none"> ■ Replace/rebuild pumps <ul style="list-style-type: none"> ▶ Replace 150 HP pumps ▶ Replace 14 HP pumps ■ Evaluate intermediate pump (between 14 & 150 HP) 	<ul style="list-style-type: none"> ■ Age & Condition ■ O&M ■ Process Control
20.	WWTF Site Work	<ul style="list-style-type: none"> ■ Motor Operated Vehicle Gate (Cover to be provided in closed position) 	<ul style="list-style-type: none"> ■ Site Improvements ■ Security
21.	Comfort Pump Station	<ul style="list-style-type: none"> ■ Additional Wet Well Access ■ New Flow Meter ■ Control System Upgrades ■ New Generator (Reuse of Halfway PS Generator) 	<ul style="list-style-type: none"> ■ O&M ■ Age & Condition ■ Permit Compliance
22.	Ross Road Pump Station	<ul style="list-style-type: none"> ■ Complete Pump Station Upgrade to Suction Lift Station ■ Upgrade electrical feed to site ■ Dedicated Generator 	<ul style="list-style-type: none"> ■ O&M ■ Age & Condition ■ Capacity Limitations
23.	Portland Avenue Pump Station	<ul style="list-style-type: none"> ■ Complete Pump Station Upgrade ■ Upgrade electrical feed to site ■ Dedicated Generator ■ Remove Stormwater Flow from Development 	<ul style="list-style-type: none"> ■ O&M ■ Age & Condition ■ Capacity Limitations ■ Permit Compliance
24.	Milliken Street Pump Station	<ul style="list-style-type: none"> ■ Complete Pump Station Upgrade to Suction Lift Station ■ Dedicated Generator 	<ul style="list-style-type: none"> ■ O&M ■ Age & Condition ■ Capacity Limitations ■ Permit Compliance

CRITICAL PROJECTS OPINION OF PROBABLE COST ESTIMATE TOTAL = \$23,500,000

ADJOURNMENT

Motioned by: Vice-Chair Tousignant

Seconded by: Councilor Reid

Vote: 4-0

The regular meeting of the Old Orchard Beach Town Council adjourned at 7:30pm, Tuesday, March 16th, 2021.

Appendix A – Town Manager Memorandum

**TOWN OF OLD ORCHARD BEACH
Memorandum**

March 16, 2021

TO: Members of the Old Orchard Beach Town Council
FROM: Larry S. Mead, Town Manager



RE: INTRODUCTION TO THE FY22 MUNICIPAL BUDGET

What a difference a year makes! 362 days ago, I stood at this podium and said the following:

We enter this budget process with our Town, our nation, and indeed the entire community of nations confronting a challenge that we could not have imagined only four weeks ago. We are in uncharted waters financially and we just can't say with any certainty how long the economic pain will continue, or how severe it will be. We can say that we will ALL be affected, and that it WILL be significant.

Tonight, one year later, I am relieved, as all of us are, that we are emerging from a shared experience of fear, uncertainty, and isolation, to a mutual promise of hope, cautious optimism, and the renewal of family and social gatherings. If we stay the course for a bit longer by wearing masks, getting vaccinated, and avoiding crowded indoor settings, we will reach our goal of a return to normalcy in the months ahead.

The budget that I present this evening, reflects this transition from pessimism to optimism, in particular on the revenue side.

The Council's budget guidance for FY22 was to limit increases in property taxes, keep the tax rate stable, and to minimize growth in expenditures while continuing to deliver needed municipal services and address the Town's infrastructure needs.

My responsibility as Town Manager is to develop a budget that maintains and improves municipal services, police, fire, public works, wastewater, recreation, planning, and code enforcement, motor vehicle registration, election administration, and more. My responsibility is to develop a budget that includes investments in the Town's infrastructure and other capital improvement needs such as roads, sewer, stormwater management, sidewalks, building improvements, plow trucks, ambulances and police vehicles. At the same time, I have the responsibility to balance demand for improved or additional municipal services with the desire of this council to limit growth in taxes so that the Town's residents and property owners are not unduly burdened, and so that we continue to attract to Old Orchard Beach new residents and new private investment in homes and businesses. I know that as the Council engages in the process of budget review over the next two months there will be difficult choices ahead as you determine what the final FY22 budget will be.

TAX COMMITMENT

The property tax commitment is made up of the municipal budget commitment, the school assessment, and the county assessment. With the budget that I present to you this evening the combined tax commitment for FY22 increases by less than 3%, which is consistent with the Councils budget guidance **based on the following assumptions:**

- The Council adopts a municipal budget, including both operating and capital budgets, that remains within the total expenditures and revenues contained in the my recommended budget.
- On the education side the adopted RSU budget is consistent with the Superintendent's proposed budget currently before the RSU Board.
- The adopted York County budget is consistent with the budget estimate provided to the Town Manager by the County Administrator.
- The Town's property valuation increases by at least 50 million (2.75 %).

THE THREE MAJOR ELEMENTS THAT COMPRISE THE MUNICIPAL TAX COMMITMENT ARE:

OPERATING BUDGET

As proposed the operating budget comprises 90% of total municipal expenditures, and includes funding for day-to-day operations of municipal departments, as well as

funding for debt service, the Libby Library, solid waste disposal, and contributions to the transit district.

This pie chart visualizes the major cost categories making up the operating budget:

Wages/benefits: \$10.3 M (56%), Department operating costs \$4.3 M (23.5%), Contracted Services \$2.3 M (12.5%), Energy costs \$1 M (5.5%), and Social Services \$ ½ M (2.5%).

The FY22 proposed operating budget of \$18.4 million increases by \$1.1 million, or 6.4% above the FY21 budget.

The most significant drivers of increased cost in the operating budget include the following:

CAPITAL BUDGET

The capital budget funds improvements that are beyond the scope of day-to-day operations. Usually the improvements have a useful life of 10 years, or over 5 years in the case of equipment, and typically have a cost in excess of \$20,000, although there are certain circumstances when the cost can be less.

Under the Town's charter the Finance Committee is charged with proposing a capital improvement budget to the Town Council for its consideration. The Finance

Committee met in February and March to review Department CIP requests and is recommending to the Council a total capital budget of \$2 million. You will receive in your budget materials the Finance Committee report that provides a prioritized listing by Department of capital improvement requests.

The budget I submit to you this evening also recommends a capital budget totaling \$2 million. The capital improvement requests include \$1.3 million for public works infrastructure, including sewers, stormwater, road improvements and sidewalks, and \$300,000 in various building improvements, and \$200,000 in equipment.

This bar graph shows CIP appropriations for the previous five years.

NON-PROPERTY TAX REVENUES

Non-property tax revenues include all sources of funding other than the property tax, including fees for services, permits and licenses, revenue from other governmental entities, excise taxes on motor vehicles, rescue service revenues, and transfers from fund balance.

At the beginning of this presentation, I said what a difference a year makes. That is especially true when it comes to the revenue side of the budget. Last March, at the 11th hour, Diana Asanza and I cut over \$800,000 from the revenue budget due to the uncertainty surrounding the state and local economy. That included \$100,000 in

excise tax, \$375,000 in revenue sharing, \$160,000 in investment income, \$100,000 in parking fees, \$70,000 in parking fines, and \$100,000 in business licenses and building permits. Thankfully, and surprisingly, revenue performance over the past year exceeded these expectations, particularly with respect to revenue sharing and building permits. Given the continuing consumer demand and federal stimulus spending revenues are projected to rebound to pre-pandemic expectations.

As proposed non-property tax revenues total just under \$6,000,000, which represents a 12.5% increase from FY21. The increase is functionally even greater than this, an additional \$500,000 because of a proposed reduction in the use of fund balance in FY22.

REVENUE DRIVERS are represented in this slide.

This bar chart illustrates the five-year history of non-property tax revenues.

Tax Levy Table

Operating expenditures, capital expenditures, and non-property tax revenues combined comprise the municipal budget commitment to be funded by property taxes. As presented for consideration by the Council the municipal commitment increases \$500,000, or 3.5% over FY19. Adding the School and County tax assessments to the municipal budget would result in an overall tax rate increase of 2.8%. The overall valuation is projected to increase 2.7%, or \$50 million. This assumption is based on historical trends, the experience of new construction in the

past twelve months, and on the growth in residential property values over the past two years. Last year there was \$23.5 million in new growth. Where the final valuation lands is significant, because the greater the increase in value the lower the demand on the tax rate. 1% growth represents about 18 cents on the tax rate.

After taking into account the anticipated valuation increase, there is no change in the projected tax rate of \$15.42. Taxes would remain unchanged for properties that do not experience an increase in valuation for the FY22 tax year.

I would like to thank each of the Department Heads, especially Finance Director Diana Asanza for their work in developing the FY22 budget. I look forward to working with Council, staff, and the Finance Committee in the weeks ahead, with the goal of finalizing the budget at the first Council meeting in June.

Appendix B – Budget Power Point Presentation



TOWN OF OLD ORCHARD BEACH

FISCAL YEAR 2022 BUDGET
PRESENTATION

Budget Directives and Assumptions

- The Council adopts a municipal budget that remains within the budget recommendations of the Town Manager,
- The RSU School Board adopts the School Superintendent's proposed budget,
- The adopted York County Commission budget is consistent with the budget projected increase,
- The Town's property valuation increases by at least \$50 million (2.79%)



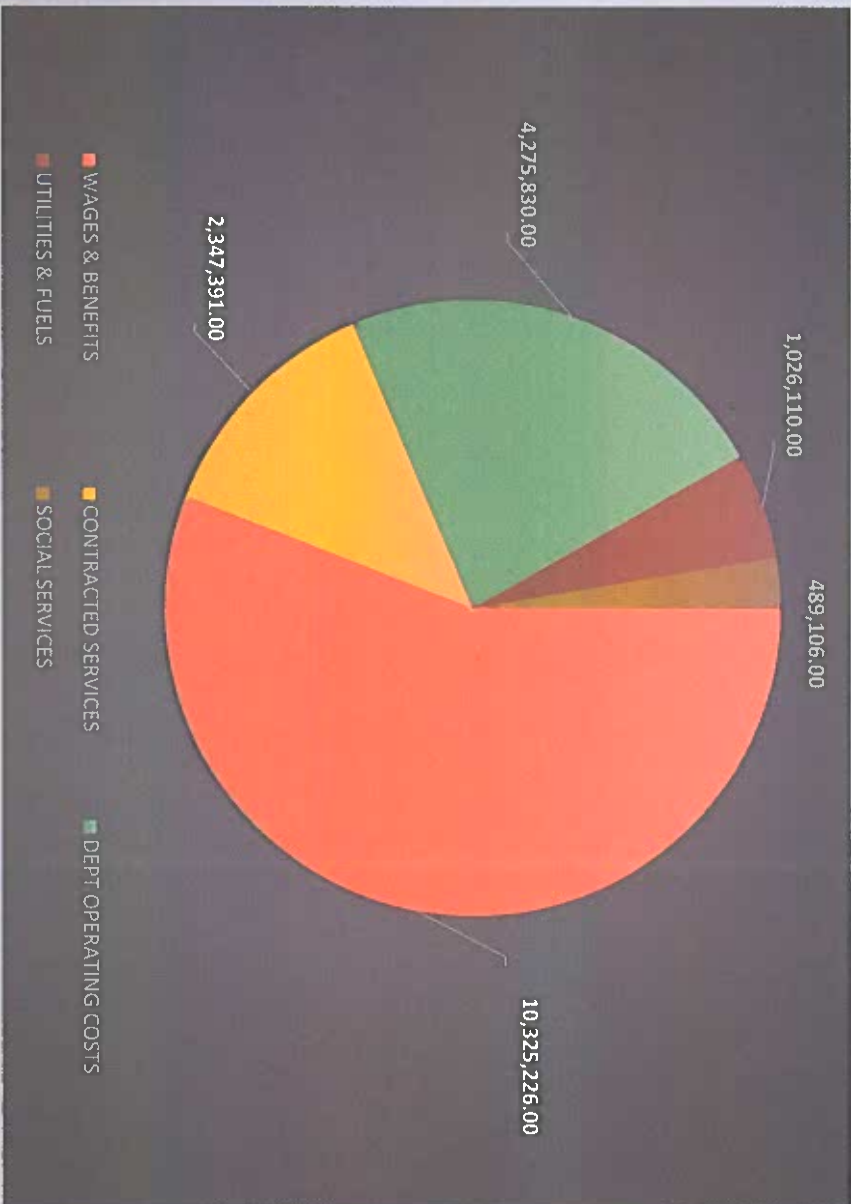
BUDGET OVERVIEW

Municipal Operating Budget

Capital Improvement Program

Non Property Tax Revenue

FY 22 Budget Projection Breakdown



MUNICIPAL BUDGET

- FY 22: \$18,463,663
- Increase of: \$1,103,794
- Or: 6.44% Increase

Municipal Operating Budget Drivers

EXPENSE BUDGET DRIVERS

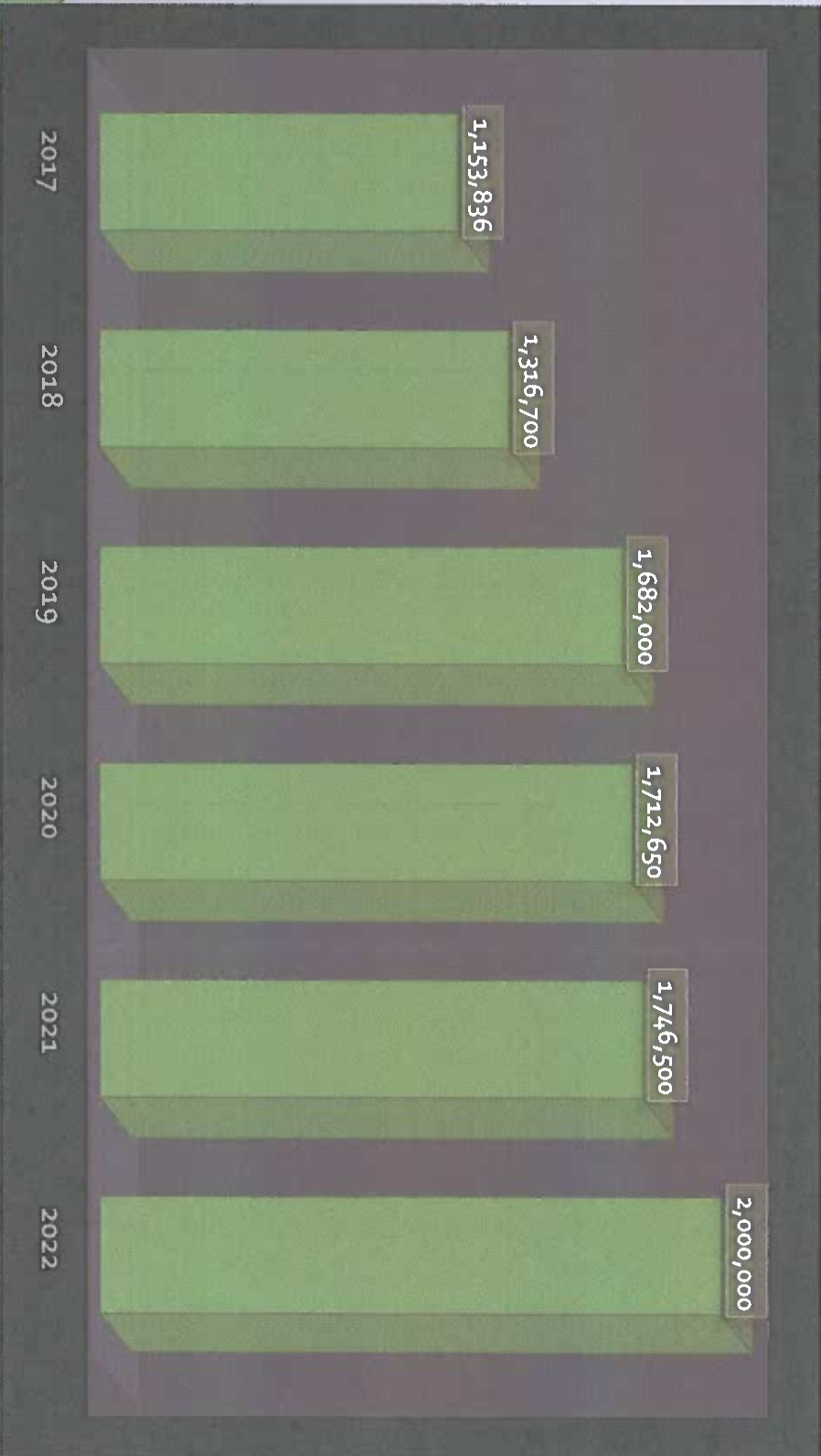
<u>CATEGORY</u>		<u>CHANGE</u>	
Wages ***		\$ 277,000	
Capital Improvements		\$ 253,500	
Contracted Services		\$ 198,000	
Short Term Rentals	\$35,000		
IT Services	31,000		
Wage Study	30,000		
Marketing	30,000		
Dispatch Services	27,000		
Solid Waste	25,000		
Comp Plan	20,000		
Benefits (Health, Retirement)		\$ 197,000	
Debt Service		\$ 167,000	
Fire Hydrants		\$ 48,000	
Transit/Shuttlebus		\$ 35,000	
Holiday Decorations		\$ 30,000	
TOTAL EXPENSE DRIVERS			\$1,205,500

** Includes one new full time position: Public Works Equipment Operator and one ½ time position to provide support to the Tax and Town Clerk offices. Includes 3% COLA for non-union positions and contractual COLA's for Police and Fire.

Capital Improvements Budget

- FY 22: \$2,000,000
- Increase: \$253,500
- 14.51% Increase

Capital Improvements Program 2017 – 2022



NON PROPERTY TAX REVENUE

- FY 22: \$5,921,800
- Increase of \$657,800
- 12.50%

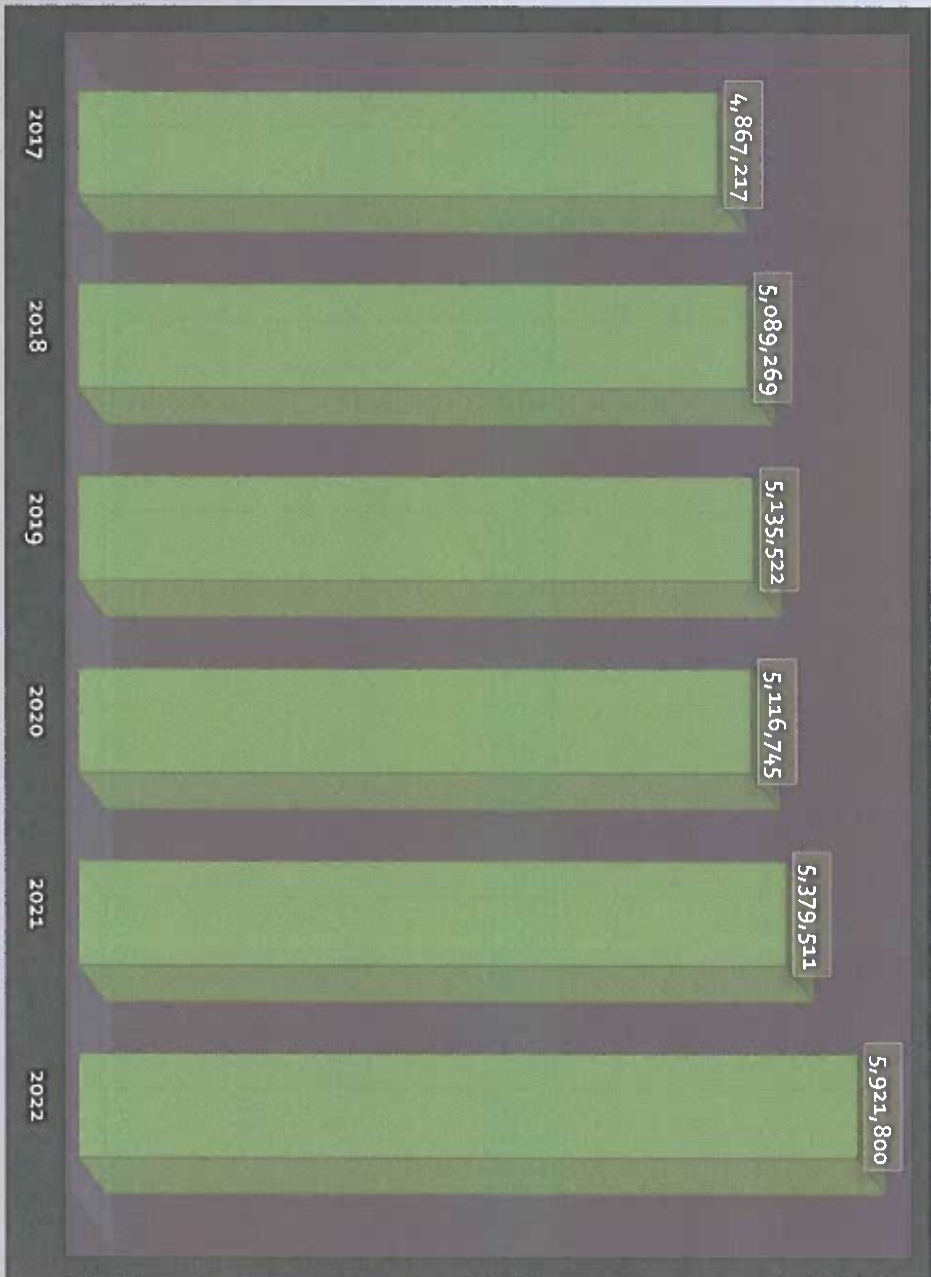
Non-property tax revenue reduces the tax rate by \$3.17

Non Property Tax Revenue Drivers

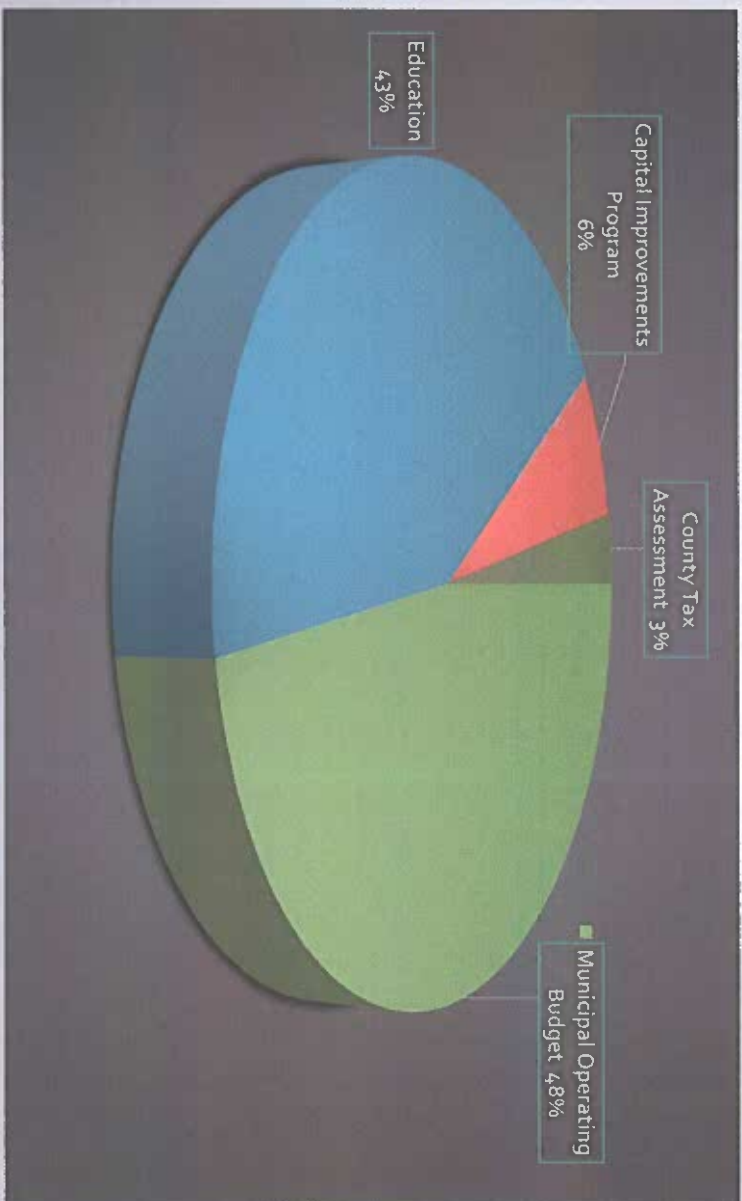
Non-property tax revenue appropriations for FY21 were significantly reduced due to the uncertainty created by the COVID pandemic and unknown ramifications on the state and local economy. Revenues ended up being much stronger than anticipated over the past 12 months. As a result FY22 revenues are substantially increased.

REVENUE BUDGET DRIVERS		
CATEGORY	CHANGE	PERCENTAGE
Revenue Sharing	\$400,000	115%
Excise Tax	\$200,000	13%
Business Licenses	\$165,000	94%
Parking Revenues	\$145,000	39%
<i>Meters</i> <i>Fines</i> <i>Permits</i>	<i>\$70,000</i> <i>\$50,000</i> <i>\$25,000</i>	
Homestead Reimbursement	\$95,000	20%
Other Inter-governmental Revenues	\$66,000	38%
<i>FEMA</i> <i>GA</i> <i>MDOT Roads</i>	<i>\$30,000</i> <i>\$21,000</i> <i>\$15,000</i>	
Building Permits	\$50,000	33%
Trash Bag Sales	\$20,000	66%
TOTAL NON-PROPERTY TAX REVENUE DRIVER	\$1,141,000	
OTHER SIGNIFICANT REVENUE FACTORS		
Reduction in Use of Fund Balance	(\$500,000)	-50%

Non-Property Tax Revenue 2017-2022



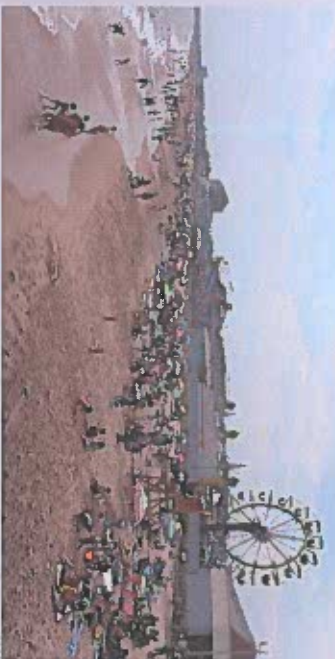
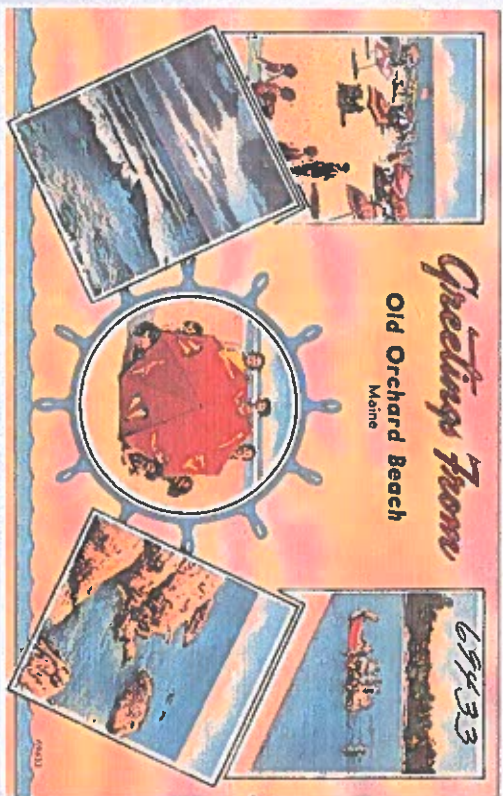
Breakdown of Property Tax Bill



Preliminary Combined Tax Levy

	FY 21 Budget	FY 22 Proposed Budget	\$ + / -	% + / -
Town	14,203,659	14,706,887	503,228	3.54%
School	12,947,900	13,196,205	248,305	1.92%
County	930,872	959,000	28,128	3.0%
Total	28,082,431	28,862,092	779,661	2.8%
Taxable Valuation	1,821,169,340	1,871,169,340	50,000,000	2.7%
Mill Rate	15.42	15.42	0.0	0.00%

FY 22 PROPOSED OLD ORCHARD BEACH MUNICIPAL BUDGET



Appendix C – Fiscal '22 Budget

**TOWN OF OLD ORCHARD BEACH
FY 22 BUDGET PROJECTION**

03/16/2021

4:33 pm

PROJECTION: 20221

PAGE: 1

	2019 ACTUAL	2020 ACTUAL	2021 ORIG BUD	2021 REV BUDGET	2021 ACTUAL	2022 Department	2022 Manager	2022 Council	2022 Adopted	% Change Dept
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001 - General Fund

20101 - Town Council Expense

20101 - 50121 Annual Stipend Expense	5,200.00	10,500.00	10,500.00	10,500.00	9,512.91	10,500.00	10,500.00	0.00	0.00	0.00
20101 - 50251 Conferences/Training Expense	80.00	0.00	500.00	500.00	45.00	500.00	500.00	0.00	0.00	0.00
20101 - 50256 Dues/Memberships/Licenses Expn	12,126.00	12,501.00	12,525.00	12,525.00	12,538.00	12,550.00	12,550.00	0.00	0.00	0.20
20101 - 50303 Audit Services Expense	18,000.00	18,000.00	20,000.00	20,000.00	18,000.00	20,000.00	20,000.00	0.00	0.00	0.00
20101 - 50310 Service Contracts Expense	3,300.00	3,300.00	3,300.00	3,300.00	2,475.00	3,300.00	3,300.00	0.00	0.00	0.00
20101 - 50404 Networking/Internet Expense	1,354.44	2,513.29	1,620.00	1,620.00	780.77	1,440.00	1,440.00	0.00	0.00	-11.11
20101 - 50500 Admin/Office Supp/Eqt, Non-Cap	1,023.98	410.21	1,000.00	1,000.00	224.31	1,000.00	1,000.00	0.00	0.00	0.00
20101 - 50501 Oper Supplies/Equip, Non-Cap	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20101 - 50502 Printing & Copying Expense	2,359.49	2,359.49	3,000.00	3,000.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00
TOTAL Town Council Expense	43,443.91	49,583.99	52,445.00	52,445.00	43,575.99	52,290.00	52,290.00	0.00	0.00	-0.30

20102 - Town Manager/Admin. Expense

20102 - 50101 Department Head Salary Expense	121,713.60	123,883.55	124,725.00	124,725.00	88,740.80	128,460.00	128,460.00	0.00	0.00	2.99
20102 - 50106 Full-Time Employee Wage Expens	181,352.48	199,237.56	197,059.00	197,059.00	175,651.43	209,859.00	209,859.00	0.00	0.00	6.50
20102 - 50107 Part-Time Employee Wage Expens	6,202.23	11,238.70	10,000.00	10,000.00	347.50	0.00	0.00	0.00	0.00	-100.00
20102 - 50111 Overtime Wage Expense	49.83	565.32	1,500.00	1,500.00	1,252.07	1,500.00	1,500.00	0.00	0.00	0.00

**TOWN OF OLD ORCHARD BEACH
FY 22 BUDGET PROJECTION**

	2019 ACTUAL	2020 ACTUAL	2021 ORIG BUD	2021 REV BUDGET	2021 ACTUAL	2022 Department	2022 Manager	2022 Council	2022 Adopted	% Change Dept
20102 - 50123 Car Allowance Expense	1,999.92	1,999.92	2,000.00	2,000.00	1,423.02	2,000.00	2,000.00	0.00	0.00	0.00
20102 - 50230 Clothing Allowance Expense	99.98	99.99	200.00	200.00	153.99	500.00	500.00	0.00	0.00	150.00
20102 - 50251 Conferences/Training Expense	1,067.56	1,950.00	2,000.00	2,000.00	400.00	3,000.00	3,000.00	0.00	0.00	50.00
20102 - 50252 Travel/Food/Lodging Expense	3,996.49	2,605.20	1,500.00	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00	0.00
20102 - 50256 Dues/Memberships/Licenses Expn	11,155.63	12,596.88	11,500.00	11,500.00	10,438.32	11,900.00	11,900.00	0.00	0.00	3.48
20102 - 50258 Employment Testing Expense	25,395.79	16,173.65	18,000.00	18,000.00	9,525.78	18,000.00	18,000.00	0.00	0.00	0.00
20102 - 50300 Professional/Engineering Servs	5,602.07	5,034.89	12,000.00	12,000.00	2,020.75	12,000.00	12,000.00	0.00	0.00	0.00
20102 - 50301 General Legal Services Expense	68,475.68	95,042.98	110,000.00	110,000.00	27,655.11	110,000.00	110,000.00	0.00	0.00	0.00
20102 - 50310 Service Contracts Expense	13,698.85	12,712.70	13,315.00	13,315.00	9,472.79	108,315.00	108,315.00	0.00	0.00	713.48
20102 - 50315 User License Expense	52,474.12	75,095.63	60,100.00	60,100.00	17,930.70	68,100.00	68,100.00	0.00	0.00	13.31
20102 - 50320 Advertising Expense	8,690.64	7,815.04	10,500.00	10,500.00	9,744.77	10,500.00	10,500.00	0.00	0.00	0.00
20102 - 50325 Postage/Shipping Expense	13,575.16	16,971.08	17,000.00	17,000.00	9,561.43	17,000.00	17,000.00	0.00	0.00	0.00
20102 - 50402 Phone/Cellular/Faxing Expense	25,375.63	15,443.19	16,800.00	16,800.00	13,181.59	17,100.00	17,100.00	0.00	0.00	1.79
20102 - 50404 Networking/Internet Expense	5,045.29	3,866.76	4,100.00	4,100.00	2,220.78	4,100.00	4,100.00	0.00	0.00	0.00
20102 - 50454 Computer Support/Service Exps	65,312.01	66,186.68	100,000.00	100,000.00	80,673.90	130,925.00	130,925.00	0.00	0.00	30.93
20102 - 50500 Admin/Office Supp/Eqt, Non-Cap	7,664.57	3,193.47	5,250.00	5,250.00	1,463.51	5,250.00	5,250.00	0.00	0.00	0.00
20102 - 50502 Printing & Copying Expense	7,351.59	7,666.31	5,500.00	5,500.00	6,342.32	5,500.00	5,500.00	0.00	0.00	0.00
20102 - 50525 Video Taping Expense	6,751.59	5,092.88	7,000.00	7,000.00	2,874.55	7,000.00	7,000.00	0.00	0.00	0.00
20102 - 50530 Bank Fees	589.87	2,271.11	1,100.00	1,100.00	-269.61	1,400.00	1,400.00	0.00	0.00	27.27
20102 - 50549 Miscellaneous Expense	11,219.03	11,599.26	17,000.00	17,000.00	3,277.24	17,000.00	17,000.00	0.00	0.00	0.00

TOWN OF OLD ORCHARD BEACH
FY 22 BUDGET PROJECTION

03/16/2021
4:33 pm
PROJECTION: 20221

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	2019 ACTUAL	2020 ACTUAL	2021 ORIG BUD	2021 REV BUDGET	2021 ACTUAL	2022 Department	2022 Manager	2022 Council	2022 Adopted	% Change Dept
20102 - 50722 July 4th Fireworks	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	0.00
20102 - 50809 GIS Program Expense	29,078.75	29,208.92	35,000.00	35,000.00	21,584.25	35,000.00	35,000.00	0.00	0.00	0.00
20102 - 50856 Computer System Upgrade	12,088.48	4,850.45	5,000.00	5,000.00	15,605.46	10,000.00	10,000.00	0.00	0.00	100.00
TOTAL Town Manager/Admin. Expense	696,026.84	742,402.12	788,149.00	788,149.00	511,272.45	945,909.00	945,909.00	0.00	0.00	20.02
20104 - Tax Collector Expense										
20104 - 50101 Department Head Salary Expense	59,395.30	31,107.01	61,458.00	61,458.00	39,651.46	62,356.00	62,356.00	0.00	0.00	1.46
20104 - 50106 Full-Time Employee Wage Expens	39,156.47	59,310.86	40,192.00	40,192.00	30,791.00	40,762.00	40,762.00	0.00	0.00	1.42
20104 - 50111 Overtime Wage Expense	1,129.76	1,384.56	600.00	600.00	21.63	600.00	600.00	0.00	0.00	0.00
20104 - 50251 Conferences/Training Expense	435.00	149.00	300.00	300.00	60.00	300.00	300.00	0.00	0.00	0.00
20104 - 50252 Travel/Food/Lodging Expense	528.77	45.92	100.00	100.00	58.75	100.00	100.00	0.00	0.00	0.00
20104 - 50256 Dues/Memberships/Licenses Expn	0.00	60.00	50.00	50.00	50.00	50.00	50.00	0.00	0.00	0.00
20104 - 50304 Registry of Deeds Fee Expense	4,546.00	4,564.00	7,000.00	7,000.00	6,531.00	7,000.00	7,000.00	0.00	0.00	0.00
20104 - 50454 Computer Support/Service Expns	5,839.24	8,664.37	6,700.00	6,700.00	6,315.14	6,700.00	6,700.00	0.00	0.00	0.00
20104 - 50500 Admin/Office Supp/Eqt, Non-Cap	1,621.76	988.37	1,125.00	1,125.00	239.71	1,200.00	1,200.00	0.00	0.00	6.67

TOWN OF OLD ORCHARD BEACH
FY 22 BUDGET PROJECTION

03/16/2021
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	2019 ACTUAL	2020 ACTUAL	2021 ORIG BUD	2021 REV BUDGET	2021 ACTUAL	2022 Department	2022 Manager	2022 Council	2022 Adopted	% Change Dept
20113 - 50502 Printing & Copying Expense	1,233.12	973.94	1,200.00	1,200.00	377.72	1,200.00	1,200.00	0.00	0.00	0.00
20113 - 50510 Vehicle Fuel Expense	448.99	287.71	500.00	500.00	247.20	500.00	500.00	0.00	0.00	0.00
TOTAL Code Enforcement Expense	223,618.11	226,573.77	243,073.00	243,073.00	149,078.57	264,244.00	264,244.00	0.00	0.00	8.71
20115 - Town Hall Bldg. Maint. Expense										
20115 - 50310 Service Contracts Expense	14,233.38	11,433.31	13,600.00	13,600.00	9,033.34	15,550.00	15,550.00	0.00	0.00	14.34
20115 - 50400 Electricity Expense	17,603.72	15,651.74	20,000.00	20,000.00	11,845.48	20,000.00	20,000.00	0.00	0.00	0.00
20115 - 50401 Water Expense	463.02	450.06	650.00	650.00	386.59	650.00	650.00	0.00	0.00	0.00
20115 - 50405 Heating Fuel Expense	12,087.26	11,624.64	13,000.00	13,000.00	9,311.52	13,000.00	13,000.00	0.00	0.00	0.00
20115 - 50450 Building Repair/Maint. Expense	25,105.56	23,273.08	27,000.00	27,000.00	17,969.87	27,000.00	27,000.00	0.00	0.00	0.00
20115 - 50453 Vehicle Repair/Tires/Oil Expns	282.78	370.00	500.00	500.00	1,163.18	500.00	500.00	0.00	0.00	0.00
20115 - 50500 Admin/Office Supp/Eqt, Non-Cap	0.00	180.69	0.00	0.00	288.50	0.00	0.00	0.00	0.00	0.00
20115 - 50501 Oper Supplies/Equip, Non-Cap	9,274.73	7,462.23	8,000.00	8,000.00	5,779.31	8,000.00	8,000.00	0.00	0.00	0.00
20115 - 50510 Vehicle Fuel Expense	274.04	277.78	500.00	500.00	148.53	500.00	500.00	0.00	0.00	0.00
TOTAL Town Hall Bldg. Maint. Expense	79,324.49	70,723.53	83,250.00	83,250.00	55,926.32	85,200.00	85,200.00	0.00	0.00	2.34

TOWN OF OLD ORCHARD BEACH
FY 22 BUDGET PROJECTION

03/16/2021
4:33 pm
PROJECTION: 20221

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	2019 ACTUAL	2020 ACTUAL	2021 ORIG BUD	2021 REV BUDGET	2021 ACTUAL	2022 Department	2022 Manager	2022 Council	2022 Adopted	% Change Dept
20116 - York County Tax Expense										
20116 - 50350 Annual Approp/Subsidy Expense	890,601.25	910,754.11	930,872.00	930,872.00	930,871.50	959,000.00	959,000.00	0.00	0.00	3.02
TOTAL York County Tax Expense	890,601.25	910,754.11	930,872.00	930,872.00	930,871.50	959,000.00	959,000.00	0.00	0.00	3.02
20118 - Contingency Expense										
20118 - 50350 Annual Approp/Subsidy Expense	24,505.01	0.00	150,000.00	165,227.71	22,987.92	150,000.00	150,000.00	0.00	0.00	0.00
TOTAL Contingency Expense	24,505.01	0.00	150,000.00	165,227.71	22,987.92	150,000.00	150,000.00	0.00	0.00	0.00
20119 - Insurance Expense										
20119 - 50115 Separation Pay	0.00	0.00	50,000.00	50,000.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00
20119 - 50124 In Lieu of Health Ins. Expense	42,654.65	36,985.71	41,000.00	41,000.00	29,384.32	41,000.00	41,000.00	0.00	0.00	0.00
20119 - 50201 FICA & Medicare - ER Share Exp	483,289.09	511,642.21	545,000.00	545,000.00	375,195.32	550,000.00	550,000.00	0.00	0.00	0.92
20119 - 50202 MSR - Employer Share Expense	484,778.86	488,997.04	513,000.00	513,000.00	352,465.85	520,000.00	520,000.00	0.00	0.00	1.36
20119 - 50203 ICMA 457 - Employer Share Expn	68,087.61	67,169.70	74,000.00	74,000.00	51,692.14	76,000.00	76,000.00	0.00	0.00	2.70
20119 - 50209 Health Savings Acct	0.00	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00
20119 - 50210 Health Insurance - ER Share Ex	1,069,092.26	1,189,781.66	1,220,000.00	1,220,000.00	872,049.91	1,321,840.00	1,321,840.00	0.00	0.00	8.35

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20119 - 50211 Dental Insurance - ER Share Ex	39,556.59	42,274.17	45,000.00	45,000.00	30,270.33	47,000.00	47,000.00	0.00	0.00	4.44
20119 - 50212 IPP Insurance - ER Share Expns	50,676.35	52,497.45	54,800.00	54,800.00	38,375.07	57,000.00	57,000.00	0.00	0.00	4.01
20119 - 50213 Life Insurance - ER Share Expn	5,723.28	5,389.27	6,700.00	6,700.00	5,674.89	9,000.00	9,000.00	0.00	0.00	34.33
20119 - 50214 Workers Compensation	279,438.38	218,035.16	285,000.00	285,000.00	152,479.87	285,000.00	285,000.00	0.00	0.00	0.00
20119 - 50371 Gen/Veh/Flood Insurance Expns	278,136.50	288,180.30	300,000.00	300,000.00	305,208.00	325,000.00	325,000.00	0.00	0.00	8.33
20119 - 50373 Unemployment Compensation Expn	5,537.40	5,821.39	10,000.00	10,000.00	7,656.39	10,000.00	10,000.00	0.00	0.00	0.00
TOTAL Insurance Expense	2,806,970.97	2,906,774.06	3,144,500.00	3,144,500.00	2,220,452.09	3,341,840.00	3,341,840.00	0.00	0.00	6.28
20131 - Police Department Expense										
20131 - 50101 Department Head Salary Expense	115,562.67	94,445.76	94,662.00	94,662.00	67,746.40	99,407.00	99,407.00	0.00	0.00	5.01
20131 - 50102 Regular Employee Salary Expns	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20131 - 50104 Seasonal Reserves	236,046.00	251,203.00	300,000.00	300,000.00	140,339.50	310,000.00	310,000.00	0.00	0.00	3.33
20131 - 50106 Full-Time Employee Wage Expns	1,374,081.65	1,410,105.45	1,479,662.00	1,479,662.00	1,098,354.57	1,533,690.00	1,533,690.00	0.00	0.00	3.65
20131 - 50107 Part-Time Employee Wage Expns	8,347.50	29,430.97	30,000.00	30,000.00	20,916.75	32,200.00	32,200.00	0.00	0.00	7.33
20131 - 50108 Seasonal Employee Wage Expense	20,556.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20131 - 50109 Seasonal Overtime	29,787.00	15,762.75	20,000.00	20,000.00	7,102.50	10,000.00	10,000.00	0.00	0.00	-50.00
20131 - 50111 Overtime Wage Expense	156,636.13	162,322.43	150,000.00	150,000.00	110,583.69	150,000.00	150,000.00	0.00	0.00	0.00
20131 - 50114 Court Time Wage Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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20131 - 50127 Education Incentive Expense	22,000.00	20,500.00	20,500.00	20,500.00	17,500.00	18,500.00	18,500.00	0.00	0.00	-9.76
20131 - 50128 Physical Fitness Incentive Exp	2,000.00	3,000.00	10,500.00	10,500.00	3,000.00	10,000.00	10,000.00	0.00	0.00	-4.76
20131 - 50230 Clothing Allowance Expense	22,659.74	15,123.26	32,800.00	41,225.00	21,843.31	32,800.00	32,800.00	0.00	0.00	0.00
20131 - 50251 Conferences/Training Expense	-2,095.53	34,469.47	27,000.00	27,000.00	28,340.89	28,000.00	28,000.00	0.00	0.00	3.70
20131 - 50252 Travel/Food/Lodging Expense	3,538.62	949.56	5,000.00	5,000.00	2,055.02	5,000.00	5,000.00	0.00	0.00	0.00
20131 - 50256 Ducs/Memberships/Licenses Expn	2,921.25	3,417.95	5,215.00	5,215.00	3,412.45	7,900.00	7,900.00	0.00	0.00	51.49
20131 - 50310 Service Contracts Expense	387,533.50	403,668.19	430,661.00	430,661.00	316,828.41	471,300.00	471,300.00	0.00	0.00	9.44
20131 - 50320 Advertising Expense	120.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20131 - 50325 Postage/Shipping Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20131 - 50326 Police Equipment Expense	0.00	0.00	0.00	0.00	-900.00	0.00	0.00	0.00	0.00	0.00
20131 - 50330 Equipment Replacement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20131 - 50400 Electricity Expense	18,735.42	16,325.32	20,000.00	20,000.00	10,114.14	20,000.00	20,000.00	0.00	0.00	0.00
20131 - 50401 Water Expense	642.91	803.41	800.00	800.00	446.92	1,000.00	1,000.00	0.00	0.00	25.00
20131 - 50402 Phone/Cellular/Paging Expense	10,038.63	9,534.68	11,000.00	11,000.00	4,336.39	12,500.00	12,500.00	0.00	0.00	13.64
20131 - 50404 Networking/Internet Expense	24,440.32	30,323.11	25,000.00	25,000.00	12,730.59	33,000.00	25,620.00	0.00	0.00	2.48
20131 - 50405 Heating Fuel Expense	16,442.59	10,214.91	15,000.00	15,000.00	5,355.73	15,000.00	15,000.00	0.00	0.00	0.00
20131 - 50450 Building Repair/Maint. Expense	23,316.72	29,680.60	31,500.00	31,500.00	18,871.16	31,000.00	31,000.00	0.00	0.00	-1.59
20131 - 50452 Operating Equipment Repair Exp	5,812.67	3,027.58	5,500.00	5,500.00	5,600.55	10,000.00	10,000.00	0.00	0.00	81.82
20131 - 50453 Vehicle Repair/Tires/Oil Expns	37,860.08	36,449.57	40,000.00	40,000.00	34,303.10	40,000.00	40,000.00	0.00	0.00	0.00
20131 - 50454 Computer Support/Service Expns	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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20131 - 50500 Admin/Office Supp/Eq, Non-Cap	9,337.44	6,896.18	6,000.00	6,000.00	3,934.22	6,000.00	6,000.00	0.00	0.00	0.00
20131 - 50501 Oper Supplies/Equip, Non-Cap	63,005.62	60,626.79	60,800.00	61,582.00	36,717.15	60,700.00	60,700.00	0.00	0.00	-0.16
20131 - 50502 Printing & Copying Expense	2,240.98	3,702.56	5,000.00	5,000.00	2,064.16	5,000.00	5,000.00	0.00	0.00	0.00
20131 - 50503 Investigation Supplies Expense	3,919.20	15,668.41	10,000.00	10,000.00	7,517.56	8,500.00	8,500.00	0.00	0.00	-15.00
20131 - 50504 Youth Officer Supplies Expense	0.00	321.65	700.00	700.00	455.05	700.00	700.00	0.00	0.00	0.00
20131 - 50505 Tactical Supplies Expense	4,317.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20131 - 50510 Vehicle Fuel Expense	35,589.06	34,864.00	44,000.00	44,000.00	20,538.19	44,000.00	44,000.00	0.00	0.00	0.00
20131 - 50519 K-9 Program	1,401.04	2,193.10	4,000.00	4,000.00	1,724.36	4,000.00	4,000.00	0.00	0.00	0.00
20131 - 50540 Debit card fees	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00	0.00
20131 - 50541 Animal Impoundment Expense	500.00	125.00	1,000.00	1,000.00	800.30	0.00	0.00	0.00	0.00	-100.00
20131 - 50551 Operating Equipment, Capital	0.00	13,886.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Police Department Expense	2,637,296.20	2,719,041.66	2,886,300.00	2,895,507.00	2,002,633.06	3,001,197.00	2,993,817.00	0.00	0.00	3.73
20132 - Parking Enforcement Expense										
20132 - 50107 Part-Time Employee Wage Expense	19,105.75	20,472.30	20,350.00	20,350.00	13,776.95	21,500.00	21,500.00	0.00	0.00	5.65
20132 - 50108 Seasonal Employee Wage Expense	50,245.00	44,906.50	48,000.00	48,000.00	17,730.00	58,000.00	58,000.00	0.00	0.00	20.83
20132 - 50109 Seasonal Overtime	1,198.73	444.15	1,000.00	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00	0.00
20132 - 50111 Overtime Wage Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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20132 - 50230 Clothing Allowance Expense	1,008.35	406.80	750.00	750.00	0.00	750.00	750.00	0.00	0.00	0.00
20132 - 50310 Service Contracts Expense	3,920.00	2,450.00	4,000.00	4,000.00	1,485.00	6,500.00	6,500.00	0.00	0.00	62.50
20132 - 50402 Phone/Cellular/Paging Expense	0.00	0.00	0.00	0.00	0.00	7,560.00	7,560.00	0.00	0.00	0.00
20132 - 50452 Operating Equipment Repair Exp	1,123.45	717.14	2,500.00	2,500.00	0.00	5,000.00	5,000.00	0.00	0.00	100.00
20132 - 50500 Admin/Office Supp/Eq, Non-Cap	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20132 - 50501 Oper Supplies/Equip, Non-Cap	183.95	0.00	1,000.00	1,000.00	330.00	10,000.00	10,000.00	0.00	0.00	900.00
20132 - 50502 Printing & Copying Expense	0.00	1,559.46	4,500.00	4,500.00	0.00	4,500.00	4,500.00	0.00	0.00	0.00
20132 - 50510 Vehicle Fuel Expense	1,012.68	863.08	1,000.00	1,000.00	217.60	1,000.00	1,000.00	0.00	0.00	0.00
20132 - 50530 Bank Fees	826.99	1,127.41	1,200.00	1,200.00	594.89	1,200.00	1,200.00	0.00	0.00	0.00
20132 - 50540 Debit card fees	20,467.41	20,346.97	28,000.00	28,000.00	15,370.66	23,000.00	23,000.00	0.00	0.00	-17.86
20132 - 50559 EMERGENCY MGMT COVID EXPENSE	0.00	202.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Parking Enforcement Expense	99,092.31	93,496.31	112,300.00	112,300.00	49,505.10	140,010.00	140,010.00	0.00	0.00	24.67
20137 - Lifeguards Expense										
20137 - 50108 Seasonal Employee Wage Expense	109,890.00	156,868.50	142,500.00	142,500.00	166,662.38	160,000.00	160,000.00	0.00	0.00	12.28
20137 - 50111 Overtime Wage Expense	16,758.00	18,787.50	9,500.00	9,500.00	144.00	9,500.00	9,500.00	0.00	0.00	0.00
20137 - 50230 Clothing Allowance Expense	3,241.20	3,408.00	4,000.00	4,000.00	372.49	4,000.00	4,000.00	0.00	0.00	0.00
20137 - 50251 Conferences/Training Expense	1,609.38	1,481.50	3,450.00	3,450.00	456.00	3,450.00	3,450.00	0.00	0.00	0.00

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20137 - 50402 Phone/Cellular/Paging Expense	0.00	326.37	340.00	340.00	354.37	360.00	360.00	0.00	0.00	5.88
20137 - 50452 Operating Equipment Repair Exp	3,995.83	2,444.71	4,000.00	4,000.00	262.15	4,000.00	4,000.00	0.00	0.00	0.00
20137 - 50453 Vehicle Repair/Tires/Oil Expns	0.00	17.94	0.00	0.00	285.93	0.00	0.00	0.00	0.00	0.00
20137 - 50501 Oper Supplies/Equip. Non-Cap	4,462.78	4,669.02	7,500.00	7,500.00	269.48	7,500.00	7,500.00	0.00	0.00	0.00
TOTAL Lifeguards Expense	139,957.19	188,003.54	171,290.00	171,290.00	168,806.80	188,810.00	188,810.00	0.00	0.00	10.23
20138 - Fire/Rescue Department Expense										
20138 - 50101 Department Head Salary Expense	76,073.23	92,019.20	92,939.00	92,939.00	69,683.95	96,680.00	96,680.00	0.00	0.00	4.03
20138 - 50102 Regular Employee Salary Expns	50,464.97	76,500.00	80,314.00	80,314.00	56,062.40	81,966.00	81,966.00	0.00	0.00	2.06
20138 - 50105 Fire Inspection Wage	0.00	0.00	25,000.00	25,000.00	2,339.36	25,000.00	25,000.00	0.00	0.00	0.00
20138 - 50106 Full-Time Employee Wage Expns	932,243.35	962,063.95	986,526.00	986,526.00	661,620.06	1,032,052.00	1,032,052.00	0.00	0.00	4.61
20138 - 50107 Part-Time Employee Wage Expns	272,697.50	320,045.11	315,000.00	315,000.00	256,419.45	330,000.00	330,000.00	0.00	0.00	4.76
20138 - 50108 Seasonal Employee Wage Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20138 - 50111 Overtime Wage Expense	293,173.14	322,158.46	250,000.00	250,000.00	225,412.45	250,000.00	250,000.00	0.00	0.00	0.00
20138 - 50113 Holiday Wage Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20138 - 50120 Call Force Wages	16,134.00	28,980.05	26,000.00	26,000.00	15,623.40	28,000.00	28,000.00	0.00	0.00	7.69
20138 - 50121 Annual Stipend Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20138 - 50123 Car Allowance Expense	516.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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20174 - 50732 Vietnam Veterans of America	0.00	2,400.00	2,400.00	2,400.00	2,400.00	2,500.00	2,400.00	0.00	0.00	0.00
TOTAL Service Agency Allocation Exp.	12,500.00	18,500.00	18,500.00	18,500.00	18,500.00	30,978.00	18,500.00	0.00	0.00	0.00
20175 - Libby Memorial Library Expense										
20175 - 50350 Annual Approp/Subsidy Expense	288,455.00	309,379.00	320,507.00	320,507.00	240,380.25	340,606.00	340,606.00	0.00	0.00	6.27
TOTAL Libby Memorial Library Expense	288,455.00	309,379.00	320,507.00	320,507.00	240,380.25	340,606.00	340,606.00	0.00	0.00	6.27
20176 - Transit District Subsidy Expns										
20176 - 50350 Annual Approp/Subsidy Expense	140,000.00	165,000.00	165,000.00	165,000.00	165,000.00	200,000.00	200,000.00	0.00	0.00	21.21
TOTAL Transit District Subsidy Expns								0.00	0.00	
20177 - OOB Historical Society										
20177 - 50108 Seasonal Employee Wage Expense	4,752.00	5,328.00	2,500.00	2,500.00	0.00	5,400.00	5,400.00	0.00	0.00	116.00
20177 - 50121 Annual Stipend Expense	2,214.00	972.00	2,052.00	2,052.00	0.00	2,052.00	2,052.00	0.00	0.00	0.00

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20177 - 50310 Service Contracts Expense	240.00	240.00	300.00	300.00	0.00	300.00	300.00	0.00	0.00	0.00
20177 - 50325 Postage/Shipping Expense	362.00	122.00	375.00	375.00	134.00	375.00	375.00	0.00	0.00	0.00
20177 - 50400 Electricity Expense	670.05	576.13	700.00	700.00	374.24	900.00	900.00	0.00	0.00	28.57
20177 - 50401 Water Expense	152.38	208.41	175.00	175.00	87.33	250.00	250.00	0.00	0.00	42.86
20177 - 50402 Phone/Cellular/Paging Expense	538.38	513.13	600.00	600.00	382.37	600.00	600.00	0.00	0.00	0.00
20177 - 50404 Networking/Internet Expense	903.40	1,044.88	900.00	900.00	629.93	1,025.00	1,025.00	0.00	0.00	13.89
20177 - 50405 Heating Fuel Expense	1,594.24	1,686.74	2,000.00	2,000.00	963.07	2,000.00	2,000.00	0.00	0.00	0.00
20177 - 50450 Building Repair/Maint. Expense	0.00	203.66	5,000.00	5,000.00	910.31	2,500.00	2,500.00	0.00	0.00	-50.00
20177 - 50500 Admin/Office Supp/Eqt, Non-Cap	785.93	1,574.58	1,050.00	1,050.00	0.00	1,400.00	1,400.00	0.00	0.00	33.33
20177 - 50501 Oper Supplies/Equip, Non-Cap	755.89	1,124.36	600.00	600.00	0.00	800.00	800.00	0.00	0.00	33.33
TOTAL OOB Historical Society	12,968.27	13,593.89	16,252.00	16,252.00	3,481.25	17,602.00	17,602.00	0.00	0.00	8.31
20191 - General Assistance Expense										
20191 - 50101 Department Head Salary Expense	22,798.81	23,285.80	21,994.00	21,994.00	27,048.84	0.00	0.00	0.00	0.00	-100.00
20191 - 50107 Part-Time Employee Wage Expens	0.00	0.00	0.00	0.00	0.00	23,567.00	23,567.00	0.00	0.00	0.00
20191 - 50111 Overtime Wage Expense	0.00	0.00	300.00	300.00	0.00	0.00	0.00	0.00	0.00	-100.00
20191 - 50251 Conferences/Training Expense	30.00	0.00	500.00	500.00	0.00	500.00	500.00	0.00	0.00	0.00
20191 - 50252 Travel/Food/Lodging Expense	0.00	0.00	100.00	100.00	0.00	100.00	100.00	0.00	0.00	0.00

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20191 - 50310 Service Contracts Expense	1,200.00	1,500.00	1,200.00	1,200.00	0.00	1,200.00	1,200.00	0.00	0.00	0.00
20191 - 50345 General Assistance Expense	48,535.54	87,848.30	60,000.00	60,000.00	69,184.71	90,000.00	90,000.00	0.00	0.00	50.00
20191 - 50402 Phone/Cellular/Paging Expense	294.00	299.77	300.00	300.00	472.73	300.00	300.00	0.00	0.00	0.00
20191 - 50500 Admin/Office Supp/Eqt, Non-Cap	0.00	122.45	300.00	300.00	0.00	300.00	300.00	0.00	0.00	0.00
TOTAL General Assistance Expense	72,858.35	113,056.32	84,694.00	84,694.00	96,706.28	115,967.00	115,967.00	0.00	0.00	36.92
20196 - Tax Abatements Expense										
20196 - 50390 Tax Abatements/Overlay	70,237.00	33,135.70	45,000.00	45,000.00	6,743.28	45,000.00	45,000.00	0.00	0.00	0.00
20196 - 50391 Prop Tax Program Transfer	35,000.00	15,000.00	15,000.00	15,000.00	15,000.00	10,000.00	10,000.00	0.00	0.00	-33.33
TOTAL Tax Abatements Expense	105,237.00	48,135.70	60,000.00	60,000.00	21,743.28	55,000.00	55,000.00	0.00	0.00	-8.33
20197 - Debt Service Expense										
20197 - 50330 Equipment Replacement	415,200.69	596,903.29	619,600.00	619,600.00	590,405.84	698,000.00	698,000.00	0.00	0.00	12.65
20197 - 50394 Principal Payments	994,513.33	622,133.33	938,000.00	938,000.00	937,133.33	1,038,000.00	1,038,000.00	0.00	0.00	10.66
20197 - 50395 Interest Expense	261,309.27	554,885.32	247,000.00	247,000.00	173,991.29	236,000.00	236,000.00	0.00	0.00	-4.45

TOWN OF OLD ORCHARD BEACH
FY 22 BUDGET PROJECTION

03/16/2021

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PROJECTION: 20221

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	2019 ACTUAL	2020 ACTUAL	2021 ORIG BUD	2021 REV BUDGET	2021 ACTUAL	2022 Department	2022 Manager	2022 Council	2022 Adopted	% Change Dept
TOTAL Debt Service Expense	1,671,023.29	1,773,921.94	1,804,600.00	1,804,600.00	1,701,530.46	1,972,000.00	1,972,000.00	0.00	0.00	9.28
20221 - Ballpark Transfer	48,000.00	41,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20221 - 50600 Transfer Out to Other Funds										
TOTAL Ballpark Transfer	48,000.00	41,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20308 - RSU Subsidy	12,244,147.39	2,821,471.33	12,947,900.00	12,947,900.00	9,708,051.63	13,196,205.00	13,196,205.00	0.00	0.00	1.92
20308 - 50950 RSU Subsidy										
TOTAL RSU Subsidy	12,244,147.39	2,821,471.33	12,947,900.00	12,947,900.00	9,708,051.63	13,196,205.00	13,196,205.00	0.00	0.00	1.92
TOTAL General Fund	28,822,280.79	29,934,256.61	31,238,641.00	31,270,239.81	22,759,467.59	32,690,570.00	32,618,868.00	0.00	0.00	4.42

**TOWN OF OLD ORCHARD BEACH
FY 22 BUDGET PROJECTION**

03/16/2021
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2019 ACTUAL	2020 ACTUAL	2021 ORIG BUD	2021 REV BUDGET	2021 ACTUAL	2022 Department	2022 Manager	2022 Council	2022 Adopted	% Change Dept
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