



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

Town Council Meeting Minutes

I, Tim Fleury, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting is a copy of the original minutes from the meeting of the Old Orchard Beach Town Council.

Prepared By:

Tim Fleury

Approved By:

Old Orchard Beach Town Council

Respectfully
Submitted,

Tim Fleury
Town Council
Secretary



Town Council Commentary

Tuesday, July 26th, 2022 @ 6:30pm
Council Chambers - 1 Portland Avenue

www.oobmaine.com/town-council*

**Members of the public wishing to view the meeting from home may tune into Local Access TV (Channel 3 or 1301-check with your provider) or by clicking the Meeting Videos link on oobmaine.com.*

PLEDGE OF ALLEGIANCE

ROLL CALL

Shawn O'Neill, Chair
Kenny Blow, Vice-Chair
V. Louise Reid, Councilor
Larry Mead, Councilor
Mike Tousignant, Councilor

Diana Asanza, Town Manager
Jen Hayes, Town Council Secretary

ACKNOWLEDGEMENTS

GOOD & WELFARE (see attached note)

ACCEPTANCE OF MINUTES

Accept the minutes for the Town Council Workshop held on Wednesday, June 8th, 2022 and the Regular Council Meeting with Executive Session held on Tuesday, June 21st, 2022.

Motion to Accept by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 5-0

GOOD & WELFARE

Bob Quinn – 60 Ross Road, re: business licensing fee licensing. Remarking the 20 fold increase. Pondered what would be the do diligence of Council. What were total revenues? What were total expenses? How many licenses within the two year span? Average 750 licenses per year, 1500 per two year cycle, income for two years. Former Councilor Quinn questioned how the Town came up with \$500 renewal fee. He noted that it was incomprehensible and demanded that Council fix the issue. He advised that Council needed to get meaningful, honest numbers by doing a cost analysis. With the \$500 fee – “the tail is wagging the dog.” The two fee license system is not fair and equitable. Noted that Council does not have a good fee schedule as the cost to process a license is not fairly passed along to a small business owner vs. a large business owner. He requested that business owners be billed annually, not biannually. Referenced inequity of the fees. He urged for making the process “fair” asap and that it was not fair to put the burden on the business license owners without having an idea of how much is costs to process a license. He suggested staff research other Towns.

Jason Webber – OOB Recreation Director – Concert update. Pickle Ball update. 3 lines and nets ready. Currently playing. Will update Town Manager with additional information.

Chair O’Neill – call from lifelong resident referencing the lack of Lifeguards. Noted few lifeguards and few stands in “key areas”. Noted that Town took steps to attract candidates – including raising salaries. Councilor Reid noted that her daughter in NJ had stated recently the same issues with lack of lifeguards was being experienced.

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Jason Adamo, (105A-1-823), 4 Woods Lane, one year round rental.

Maria & Emily Iuliano, (316-13-2-6), 3 Pearl Avenue #6, one seasonal rental.

Andrew & Danielle Camarata, Cottage & Cabin, LLC, (206-27-7), 4 Sunset Drive, one year round rental.

Mary & Phillip Falardeau, (304-1-5), 5-7 Walnut Street, four year round rentals.

Caitlyn Marcoux & Brendan Stapleton d/b/a Bougie Beach Bungalow, (206-7-8), 8 Glenwood Lane, one year round rental.

Brian & Bria Perro d/b/a Perro Properties, (315-12-13), 55 Ocean Avenue, one year round rental.

Shawn Smith, (205-19-24-1), 2 Foote Street #1, one seasonal rental.

John Mokarzel: Old Colonial, LLC, (310-2-1), 61 West Grand Avenue, 30 seasonal rentals.

Leona Oddy & Patricia Hamilton, (304-1-2-2), 1 Walnut Street #2, one year round rental.

Adrienne Acres, (305-5-2), 3 Brisson Street, one year round rental.

Lane Chomko, (321-7-1), 184 West Grand Avenue, one year round rental.

Steven & Elizabeth Brooks, (303-3-13-1), 2 Saunders Avenue Unit #1, one year round rental.

Susan Symington, (311-10-8), 67 Wesley Avenue, one year round rental.

Erin Moriarty: Ocean Perk, LLC, (324-15-3), 5 Temple Avenue, retail, victualers w/prep, no alcohol.

Chair Opened the Public Hearing @

Jason Adamo, (105A-1-823), 4 Woods Lane, one year round rental.

Chair Opened the Public Hearing @ 6:48pm

Councilor Mead – requested the first business licenses be considered separately. He had spoke with the owner. Mr. Adamo appears to be very responsible. Councilor Mead’s concern was the intention of the property to be rented as a Short Term Rental. Woods Lane is located off Wild Dunes Way, last of finished out subdivision. The covenant in place has restrictions [restriction handed to the Council, page 3, section 2.b – premises should only be used for single family use and not commercial purposes.] The proposed use is not an authorized use. Referenced Exhibit A – see note referenced.

Council recognized Councilor Mead’s concern re: the spread of Air B&B’s. Councilor Mead stated, “In this Town, on a year round basis we are losing our housing stock. Other communities with these issues have adopted regulations to limit the spread the Short Term Rentals and pursue to limit the spread, not end them, but limit the growth to maintain a healthy rental community.”

Councilor Mead noted that he does not support the license.

Motion to Approve: Vice Chair Blow noted that he did not disagree with Councilor Mead’s feelings on the topic. Under this situation the Town does not have the authority to enforce the covenant in the place within Town.

Chair O’Neill asked for a second, 3 times.

Seconded by: Councilor Tousignant for discussion. Councilor Tousignant noted that he had been thru this process within his neighborhood and spent three years in court. He noted that The Town does not recognize covenants. He referenced his neighborhood and a neighbor that wanted to take an in-law apartment and wanted to be granted a license to rent. The house was going on the market and they wanted a duplex. Councilor Tousignant expected his neighborhood to stay a single family residence community. He noted he was unable to convince Code to recognize the covenant.

Courts do recognize covenants. The difficulty will be on the HOA's to challenge the Town. He noted that Councilor Mead was correct, OOB is a feeding ground for Short Term Rentals. Councilor Tousignant went on to state that a developer coming in with approved covenants, then the covenants should remain in place until disbanded. He noted that realtors do not provide buyers with covenants that are attached to deeds. He state, "They will provide the deed of course, but further research is required to acquire attachments." He apologized to the neighbors that would need to fight this issue. He referenced the older neighborhoods and older generations that remember the original covenants and original neighborhoods.

Vice Chair Blow: posed the question to have legal check whether the the Town is able to enforce a covenant with a business license with a covenant that was approved by the Planning board. He noted that he was still concerned about the Town handling overall covenants. The Town is not in a position to challenge all developments with covenants. However, when a license comes up that breaks a covenant approved by Planning - can this be done? Vice Chair Blow stated he was willing to withdraw motion.

Councilor Tousignant noted that when his situation was going on there were no Air B&Bs. His covenant noted rentals could be by the year; which did away with seasonal rentals. Vice Chair Blow restated that he wanted legal to confirm. He said, "We cannot deny licenses on feelings."

Chair O'Neill noted this topic was very complex and complicated. None of the Town ordinances prohibit Short Term Rentals. He went on to state that until there is an ordinance change, Council could not rectify the situation of Short Term Rentals in Town. Workshop will be scheduled first of September, 2022.

Vice-Chair Blow requested a call for a vote; noting, "If it goes to vote we have no legal standing to say no."

Chair O'Neill countered by stating, "if this fails we cannot bring it back."

Councilor Tousignant agreed with the statements from Vice-Chair Blow and Chair O'Neill' He had no intention to hold up the vote this evening. Town Manager Asanza stated an HOA covenant is enforced by homeowners, a contract zone can be site plan condition by the Town. Town Manager confirmed that she would follow up with legal and acquire more information.

Chair O'Neill noted that there was a difference between a commercial license and a business license. He wanted to address this noted issue within the ordinance.

Vice-Chair Blow redirected the group to move along.

Roll Call Vote: Yay to approve license for 4 Woods Lane - Chair O'Neill, Vice-Chair Blow, Councilor Tousignant.

Nay - Councilor Mead, Councilor Reid

Vote: 3:2, approved @ 7:19p

Discussion:

Chair O'Neill noted that the Public Hearing for the remaining licenses was to continue. Licenses read.

Fire Chief LaMontagne wanted to bring to attention the license for Ocean Perk and that it was still a work in process; opening under limited function. He wanted full transparency and noted that the business owner was having a hard time getting contractors. Vice-Chair Blow questioned if this was a business to keep an eye on?: Chief LaMontagne provided confirmation to Council that he had a clear conversation with the business owner and that all was good.

Motioned to Approve by: Councilor Tousignant

Seconded by: Vice-Chair Blow

Vote: 5-0

Chair Closed the Public Hearing @ 7:21p

PUBLIC HEARING – SPECIAL AMUSEMENT PERMIT:

Erin Moriarty: Ocean Perk, LLC, (324-15-3), 5 Temple Avenue, coffee house music, light acoustic music; trivia, comedy or poetry 8a to 10p.

Surf's Up, LLC d/b/a Surf 6, (306-2-9), 2 Cortland Avenue, acoustic music 11a to 11p.

Sandy Bottom Investment Group, Inc. d/b/a Myst Restaurant, (306-1-2-1), One East Grand Avenue, m-s-v in a restaurant/lounge.

Chair Opened the Public Hearing @7:21p

:

Motioned to Approve by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 5-0

Chair Closed the Public Hearing @7:21p

TOWN MANAGER REPORT

Chair O'Neill requested the Town Manger report be foregone until next meeting due to length of the business license public hearing

NEW BUSINESS:

Agenda Item 7712

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

Surf's Up, LLC d/b/a Surf 6, (306-2-9), 2 Cortland Avenue, m-s-v in a restaurant/lounge.

Sandy Bottom Investment Group, Inc. d/b/a Myst Restaurant, (306-1-2-1), One East Grand Avenue, m-s-v in a restaurant/lounge.

Motioned to Approve liquor license renewal by: Councilor Reid

Seconded by: Vice-Chair Blow

Vote: 5-0

Agenda #7713

Discussion with Action: Award a contract to the Gear Grid Corporation for three mobile gear storage racks in the amount of \$5,061.24 from account #52002-50813, Facility Improvement Fire CIP with a balance of \$143,094.29.

Background:

(see attached memo)

Motioned to Award by: Councilor Tousignant

Seconded by: Vice-Chair Blow

Vote: 5-0



Old Orchard Beach Fire Department

INTEROFFICE MEMORANDUM

TO: DIANA ASANZA, TOWN MANAGER
FROM: FRED LAMONTAGNE, FIRE CHIEF
SUBJECT: AWARD OF CONTRACT FOR GEAR STORAGE RACKS
DATE: 07/11/2022
CC: JORDAN MILES, FINANCE DIRECTOR
JENNIFER HAYES, EXECUTIVE ASSISTANT, OFFICE OF THE TOWN MANAGER

In an effort to better care for our structural firefighting gear (Turnout Gear) and the limited storage space we are requesting approval to purchase three mobile racks (matching a previous purchase) from Gear Grid Corporation. These mobile racks allow for air movement around the gear, allow the maximization of space in the station and facilitate station cleaning.

Discussion with Action: To award a contract to the Gear Grid Corporation for three mobile gear storage racks in the amount of \$5,061.24 from CIP account 50002-50813 - CIP, with a balance of \$23,094.29

Quotation



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

Quote Number: 00006849
 Quote Date: 7/5/2022
 Customer Number:

Project Name: Old Orchard Beach FD - Mobile Lockers w/Additional Shelving
 Specification Section:
 Addenda Acknowledged:

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

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

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

Part Number	Description	UOM	Quantity Ordered	Price	Extended Amount
402497	24" x 20" Bottom Shelf	EA	18	\$28.00	\$504.00
432403	24"W x 20"D x 83"H 3-Pack Std. Lkrs with mobile or freestand. base - single sided - ND	LOT	3	\$1,126.00	\$3,378.00
401051	Material Surcharge		1	\$272.00	\$272.00

Quote Notes:

- (3) Mobile 3 Packs - No Doors (Open Front Style Locker)
- Each locker will come standard with 2 adjustable shelves, 3 adjustable apparel hooks, back panel and nameplate holder
- Each system will be equipped with 4 swivel, locking casters
- Overall Unit Dims: 75"W x 20"D x 83"H
- Product ships knock-down and requires assembly
- No tax included

7-13-21 - Quote Revised

Revision is based on increasing the total quantity of additional bottom shelving.

7-5-22 - Quote Revised

Revision is based on updating quote to reflect current costs.

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

Net Order:	\$4,154.00
Freight:	\$907.00
Sales Tax:	
Order Total US \$:	\$5,061.00

TERMS AND CONDITIONS OF SALE

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

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

17.

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

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

Agenda Item #7714

Discussion with Action: Award a contract to Industrial Protection Services for eight sets of personal fire protective equipment in the amount of \$12,678.24 from account #52002-50895 CIP Fire Equipment/Gear, with a balance of \$52,529.50.

Background:

(see attached memo)

Motioned to Award by: Councilor Reid

Seconded by: Councilor Tousignant

Vote: 5-0



Old Orchard Beach Fire Department

INTEROFFICE MEMORANDUM

TO: DIANA ASANZA, TOWN MANAGER
FROM: FRED LAMONTAGNE, FIRE CHIEF
SUBJECT: AWARD OF CONTRACT FOR STRUCTURAL FIREFIGHTING GEAR FOR PER-DIEM FIREFIGHTERS
DATE: 07/11/2022
CC: JORDAN MILES, FINANCE DIRECTOR
JENNIFER HAYES, EXECUTIVE ASSISTANT, OFFICE OF THE TOWN MANAGER

The department is required by state rule to provide National Fire Protection Association compliant Personal Protective Equipment for Structural Firefighting (Turnout Gear). While in many ways supply chain issues affecting price have hampered us; I am pleased to state that we have received a competitive price and a reasonable delivery timeline on the turnout gear. I am recommending that we purchase eight sets of NFPA Complaint Personal Protective Equipment for Structural Firefighting (Turnout Gear) from Industrial Protection Services at a cost of \$12,678.24.

Discussion with Action: To award a contract to Industrial protection Services for eight sets of personal protective equipment for structural firefighting that meets the standards of the state of Maine and the National Fire Protection Association to Industrial Protection Services in the amount of \$12,678.24 from CIP account 50002-50895 - CIP, with a balance of \$15,529.50



Industrial Protection Services, LLC

33 Northwestern Drive ■ Salem, NH 03079
Tel: (800) 696-4740 ■ www.ipp4safety.com

INVOICE

INVOICE NO.	
175613-00	
INV. DATE	PAGE #
03/23/22	1

Bill To:

Old Orchard Fire Dept
Attn: Chief Fred LaMontagne
1 Portland Ave
Old Orchard, ME 04064

Ship To:

Old Orchard Fire Dept
Chief Lamontagne
136 Saco Ave
Old Orchard, ME 04064

CUST #	CUSTOMER P.O.	TERMS	SHIP VIA				SALES REP
90558	Chief Lamontagne	Net 30	UPS Ground				JU
LN	ITEM # / DESCRIPTION	ORD	B/O	SHIP	UM	PRICE	AMOUNT
1	FXM-C-OLD ORCHARD Coat, FXM ** DIRECT ORDER **	8	0	8	ea	937.00	7496.00
2	FXM-P-OLD ORCHARD Pant, FXM ** DIRECT ORDER **	8	0	8	ea	617.00	4936.00
						Total	12432.00
						Freight Out	246.24
						Invoice Total	12678.24

Fire Department

Fred LaMontagne

P.O. # _____

Vendor # 3172

Account # _____

Approved by: _____

Date: 3-29-22

KS92 KNEE: 12 X 9 1
KR01 KNEE: PCA 1
KC91 KNEE: BLACK 1
LL81 XMTG: NAME TAG - DISTRIBUTION 1
LL07 XMTG: FIRE-DEXTERIFIED PATCH 1

SYNOPSIS CA 10 Loc
SYNOPSIS H-BACK SEW. IN ISS. (2/03/2022)
SYNOPSIS 10
SYNOPSIS Qty On hand
SYNOPSIS 250
SYNOPSIS 200
SYNOPSIS 44"
SYNOPSIS H-BACK
SYNOPSIS BLACK WEBBING
SYNOPSIS SEW. IN ISS. ATTACHMENT
SYNOPSIS CYBERIAN CAR LOCK
SYNOPSIS BLACK PAWS W/ ANTI-SLIP TAPE

SYNOPSIS FA 10 Loc
SYNOPSIS SYNOPSIS H-BACK SEW. IN ISS. (2/03/2022)
SYNOPSIS 10
SYNOPSIS Qty On hand
SYNOPSIS 250
SYNOPSIS 300
SYNOPSIS 493
SYNOPSIS 1
SYNOPSIS REC 100
SYNOPSIS 44"
SYNOPSIS H-BACK
SYNOPSIS BLACK WEBBING
SYNOPSIS SEW. IN ISS. ATTACHMENT
SYNOPSIS CYBERIAN CAR LOCK
SYNOPSIS BLACK PAWS W/ ANTI-SLIP TAPE

SYNOPSIS FA 10 Loc
SYNOPSIS SYNOPSIS H-BACK SEW. IN ISS. (2/03/2022)
SYNOPSIS 10
SYNOPSIS Qty On hand
SYNOPSIS 150
SYNOPSIS 187
SYNOPSIS 44"
SYNOPSIS H-BACK
SYNOPSIS BLACK WEBBING
SYNOPSIS SEW. IN ISS. ATTACHMENT
SYNOPSIS CYBERIAN CAR LOCK
SYNOPSIS BLACK PAWS W/ ANTI-SLIP TAPE

Total Order Weight: 46

***** ORDER COMMENTS *****
PLEASE REVIEW YOUR ORDER. PRICING DOES NOT MATCH PURCHASE ORDER.
REASON: COAT COST IS \$937.95. PANT COST IS \$617.16

FireDex

Instructions:
 Please include three of your measurements when the crew starts next year. If you change, please include all three. It is possible that you will not be able to include all three measurements. If you are unable to include all three measurements, please include the two that you can. Multiple measurements at the same time are allowed. Please also include the date of measurements in the box provided below. For red boxes, please also include the RSM or CSR.

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Measurements	Min - Max	Follow up	Round up to next even number
Chest Size	>29 - <70	>60 - <32	If orange
Coat Length	>27 - <38	>35	
Sleeve Length	>30 - <40		
Waist Size	>27 - <70	>60 - <30	If orange
Medium	>28 - <36		

NOTE - Lettering that will be on ALL coats (Dept name, etc) must be noted on your FireWriter

NAME	Chest Size	Sleeve Length	Coat Length	Waist Size	Height	Weight	End of shift	Mid Shift	Off Shift
Jeremy Mancuso	46	35	33	35	29	44	40-44	40-44	N
Dane Gombert	48	35	33	35	30	46	40-44	40-44	N
Alex Cirillo	38	33	33	33	29	36	34-38	40-44	N
Morgan Royle	42	33	33	34	29	40	40-44	40-44	N
Jeff Tarrish	45	34	33	34	30	44	40-44	40-44	N
Steve Bishop	46	36	33	36	29	44	46-50	46-50	N
Mike O'Brien	46	35	33	35	29	44	46-50	46-50	N
Alex Winn	44	35	33	35	29	40	40-44	40-44	N

NOTE - Lettering that will be on ALL coats (Dept name, etc) must be noted on your FireWriter

NAME	Chest Size	Sleeve Length	Coat Length	Waist Size	Height	Weight	End of shift	Mid Shift	Off Shift
Moreno									
Gombert									
Cirillo									
Royle									
Tarrish									
Bishop									
O'Brien									
Winn									

NOTE - Lettering that will be on ALL coats (Dept name, etc) must be noted on your FireWriter

NAME	Chest Size	Sleeve Length	Coat Length	Waist Size	Height	Weight	End of shift	Mid Shift	Off Shift

NOTE - Lettering that will be on ALL coats (Dept name, etc) must be noted on your FireWriter

NAME	Chest Size	Sleeve Length	Coat Length	Waist Size	Height	Weight	End of shift	Mid Shift	Off Shift

Agenda #7715

Discussion with Action: Accept the amendments as written to the Travel/Mileage Reimbursement Policy- Amend the mileage reimbursement rate from \$0.48 per mile to instead state that travel for work using a personal vehicle will be reimbursed at “the current rate set by the Internal Revenue Services.”

Background:

The current mileage reimbursement policy was adopted in 2014 at \$0.48 per mile and has remained the same since. The current mileage reimbursement rate per IRS standards as of January, 2022 is 0.58.5 per mile, and beginning July 1, 2022 it will go to \$0.62.5 in recognition of the recent gasoline price increases.

The Town continues to encourage professional development of all staff members and with the last two years of remote training and association conferences we didn't have to worry about travel reimbursement. Now that we are returning to more in person development training classes and association conferences employees are travelling and with the increase in fuel costs, I am recommending an increase to the employee mileage reimbursement rate to match the IRS annual standards rate. This is overdue and the amendment will provide a more equitable reimbursement rate for business travel.

(see attached amendments)

Motioned to Accept by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 5-0

Town of Old Orchard Beach
Travel/Mileage Reimbursement Policy
Amended 07/19/2022

I. Purpose

- A. The Town of Old Orchard Beach supports and encourages the professional development of all staff members. In order to enhance the skills and knowledge base of employees, regional and out-of-state travel is sometimes necessary to attend professional meetings, seminars, and workshops. Attendance at these sessions, while important, is a privilege for which employees are responsible for ensuring that both their time and the Town's financial resources are well-spent.
- B. The following policy governs reimbursement of travel expenses incurred during the conduct of Town business. The Town will reimburse employees for ordinary, necessary and reasonable travel expenses that pertain to the transaction of Town business. The objective is to ensure cost effective and equitable reimbursement for expenses incurred by employees in the performance of their duties, within the Town budgetary parameters.

II. Responsibilities

- A. Prior to any employee attending any seminar, workshop or professional association meeting which will require the expenditure of Town funds for travel, or lodging, s/he must receive the approval of their supervisor. In the case of out-of-state travel, the employee must also receive the approval of the Town Manager.
- B. All employees who incur travel expenses must comply with the policy. Employees who submit travel expense reports not in compliance with the policy risk delayed, partial, or forfeited reimbursement.
- C. Supervisory employees who approve travel expense reports are responsible for ensuring that employees follow Town reimbursement guidelines. Any deviation must be explained by the supervisor on the report.

III. Reimbursable Expenses

A. Transportation/Mileage

- 1. Personal Car: Employees who use their personal cars for work related travel will be reimbursed at the current rate set by the Internal Revenue Services. (Contact the Finance Director or Director of HR for rates.) The mileage allowance covers all auto costs (fuel, repairs, insurance) other than parking and tolls.

Deleted: .48 cents per mile

2. Air and other modes of travel: Employees are expected to make travel arrangements that are the most cost-effective possible within practical considerations.
3. Taxi and Other Local Transportation: Cab fare to and from convention centers, hotels and airports in connection with a work related activity is reimbursable. Cab fare is authorized only when alternate, less expensive services (hotel vans, shuttles, etc.) are not available. Employees are encouraged to use public transportation whenever feasible.

*Receipts are required for all transportation expenses.

B. Meals

1. Meal expenses: Only the cost of the employee's meals will be reimbursed. If employees buy meals for other staff or staff of other municipalities, those expenses will be reimbursable based on appropriate documentation. Alcoholic beverages are not reimbursable.
2. In the case of travel, employees will be reimbursed for up to \$50.00 per day.
3. Receipts are required for all reimbursable meal expenses.

C. Lodging

1. Employees are expected to perform cost comparisons and ensure that the selected lodging is the most cost-effective hotel/lodging, given other factors (distance from the meeting or seminar site and potential travel costs, etc.)
2. Receipts are required for all hotel expenses.

D. Other

1. The following incidental expenses are reimbursable, when directly related to Town business:
 - Parking fees
 - Tolls
 - Seminar Registration Fees
2. Receipts are required for all miscellaneous reimbursable expenses.

Deleted: City

IV. Non-reimbursable Expenses

A. The following expenses are *not* reimbursable:

1. Any additional costs which are necessitated due to an employee's spouse accompanying the employee or which are incurred by the employee's spouse (hotel, meals, etc.).
2. Childcare fees
3. Pet care fees
4. Entertainment
5. Personal phone calls
6. Meal costs which exceed the per diem rate
7. Other non-work related expenses.

V. Cash Advances

A. Issuance and Use: Upon request, temporary cash advances will be given to employees who are traveling out of state for expected out-of-pocket expenses.

Advances will not be issued to employees who have a previously issued advance that remains outstanding.

B. Settlement and reporting: Cash advances must be settled within ten (10) business days after returning from the pre-approved trip. Settlement consists of reporting the advance on a travel expense report and deducting the advance from the final balance due.

VI. Expense Report Processing

A. Timeframes. Out-of-state travel must be documented on a travel expense report within ten (10) business days after returning from a trip. In-state expenses accumulate monthly and should be submitted on a travel expense report by the tenth of the month following the previous month's expenses. In state mileage reimbursement requests may be submitted quarterly, upon prior approval of the employee's supervisor.

B. Travel Report Forms. A copy of the Town authorized travel/mileage expense report form is attached.

C. Authorization. The travel expense reports must be approved and signed by a supervisor, who will review the report for accuracy and compliance with the travel policy.

D. Reimbursements. Reimbursement checks will be processed with the regular accounts payable schedule.

Agenda Item #7716

Discussion with Action: Accept the proposal from Woodard & Curran to assess the current structural condition of the Ballpark and the baseball stadium in the amount of \$7,900.00 from account #20171-50300 Professional Engineering Services, with a balance of \$8,000.00.

Background:

This was a request by Council during the budget workshop. Woodard & Curran provided a Structural Condition Assessment Report which summarized the condition of the facility. This request is a request for Woodard & Curran to provide an update of the current conditions. This was a budgeted item under the FY'23 capital budget.

(see attached proposal)

Motioned to Accept by: Vice-Chair Blow

Seconded by: Councilor Mead w/discussion. Chair O'Neill wanted confirmation that Woodard Curran was working off of the latest inspection. Confirmed by Town Manager; working from the last inspection performed in 2016.

Vote: 5-0

May 24, 2022

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

Re: Proposal for Ballpark Condition Assessment Update

Dear Diana:

In November 2015, Woodard & Curran conducted a site visit to assess the structural condition of The Ballpark, the baseball stadium located on 7 Ballpark Way, in Old Orchard Beach. Upon completion of the site visit, Woodard & Curran provided the Town with a Structural Condition Assessment Memorandum, dated January 2016, which summarized the observed conditions of the facility and provided recommendations to correct deficiencies. We understand the Town would like the 2016 Memorandum to be updated to reflect the current conditions of the facility.

SCOPE OF SERVICES

Woodard & Curran agrees to provide the following services:

- Review 2016 Memorandum and photographs in advance of site visit.
- Conduct a site visit to review each item identified in the 2016 Report as well as identifying any new issues. The report identified 33 unique issues, outlined in the Table of Observations & Recommendations, plus a Photo Appendix of various repair issues.
- “Red-line” the 2016 Memorandum with any new or updated information observed from the 2022 site visit. For items that are observed to be unchanged from 2016, those items will be left as is. If new items must be added, those will be incorporated into the 2022 Memorandum Update.
- Submit a draft of the 2022 Memorandum Update to the Town and conduct one follow-up meeting with the Town to discuss the finding. Following the meeting, the final 2022 Memorandum Update will be provided to the Town.

FEE & SCHEDULE

Woodard & Curran proposes to perform the work described within this proposal for a lump sum fee of **\$7,900**, inclusive of reimbursable and direct expenses and billed monthly for percentage of work completed.

The site visit will be scheduled within three weeks upon receiving Authorization to Proceed. The Draft Memorandum Update will be submitted to the Town three weeks after the site visit is completed.

Terms and Conditions of this work will be per the executed Agreement between the Town of Old Orchard Beach and Woodard & Curran, executed April 14, 2021.

CONCLUSION

If you accept this proposal and wish to proceed with the Scope of Services, please indicate your agreement by signing this letter and returning a copy for our records.

We greatly appreciate this opportunity to support with the Town on this project.

Sincerely,

WOODARD & CURRAN, INC.



Brent M. Bridges, P.E.
Senior Principal

ACCEPTANCE:

By:

Title

Date

Agenda Item #7717

Discussion with Action: Approve the quote from McLaughlin Builders to repair the Town Hall Foundation in the amount of \$102,875.00 from account #51002-50842 Town Hall Improvement Expense CIP, with a balance of \$375,384.90.

Background:

(see attached memo & quote)

Motioned to Approve by: Councilor Reid

Seconded by: Vice-Chair Blow

Vote: 5-0

Old Orchard Beach MAINE

July 15, 2022

To: Town Council Members

From: Diana H. Asanza

Re: Agenda #7717 Commentary:

Two bids were received for the foundation repairs at Town Hall and as I previously reported in June McLaughlin Builders will provide the best approach to addressing the Town Hall foundation wall repairs to mitigate the water issues.

McLaughlin Builders: \$102,875.00
Knowles Industrial Services: \$61,720.00

Knowles Industrial Services would require the Town to procure a separate contract for excavation work and drain installation work. After that is done the cost could be closer or more than the all-inclusive price from McLaughlin Builders.

McLaughlin Builders has done several large jobs at Town Hall from replacing the windows and siding to recently installing the new roof. I met with Rick McLaughlin, to discuss the proposal and his approach was similar to Councilor Blow's approach that was discussed at the workshop on May 25th, which was to address the issue from different angles externally and not to attempt to address it from the inside. It included: Installing gutters, excavate at least 6 - 9 feet down and install a waterproof membrane on the masonry foundation, install new a french drain from the North Tower all the way around the perimeter to the South Tower. The french drain will have a membrane sleeve that deters root encasement. He recommends raising the elevation approximately 3 feet around this wall and pitch it towards the sidewalk. It currently is pitched towards the building where the water will pool in the same corner where water gets into the 1st floor.

The total cost of the foundation repair including the installation of the new gutters is \$120,175. Council approved the gutter installation at \$17,300 at the June 7th meeting and installation has begun. The cost of the foundation repair is \$102,875.00, which I am recommending to Council for approval at the July 19th meeting.

MCLAUGHLIN BUILDERS

**30 Powersville Road
Medway, ME 04460
207-746-5406**

June 1, 2022

Old Orchard Beach
1 Portland Ave
Old Orchard Beach
Maine

PROPOSAL

Repairs on Drainage Issues

From North Tower along perimeter wall, down and around south tower, we will excavate to bottom of masonry wall. Next we will install waterproof membrane on masonry wall. Haul in crushed stone in this area and compact properly. Install new French drain from north tower along the perimeter wall around south tower ending near steps. Next we will haul in new topsoil and raise the elevation approximately 3 feet around wall and pitch it back towards side walk. This will cause runoff to drain away from the building. Next we will install 6" commercial gutters and downspouts in this area. Downspouts will be tied into French drain. By doing this we will collect all runoff from the massive roof area diverting it into the French drain and running it away from the building. Final grade will be loomed, seeded and graded smoothly for a new lawn.

All labor and material	\$120,175.00
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If you choose to just do gutter portion of this proposal \$17,300.00

295 NEW PORTLAND ROAD
GORHAM, MAINE 04038
(207) 854-1900
(207) 854-4996 FAX
www.knowlesindustrial.com

Mike Casasanto
OOB Town Hall
1 Portland Ave
33 Boylston St
Old Orchard Beach, ME 04064

6/9/22

Mike,

Thank you for giving us the opportunity to price this project for you, as listed bellow is the scope to repair the foundation wall above and below grade to stop the water infiltration. I have priced out shooting gunite below grade over existing foundation before applying waterproofing, this is the best option to make this watertight for such an old foundation. If after excavation of below grade surface, we will inspect and if its in good shape and only needs pointing then that's another option but would be around same cost.

OOB FOUNDATION REPAIRS AND WATERPROOFING

1. 100% Grind and repoint top of foundation wall as noted in site visit approx. 1400sqft
2. Wash and clean after excavation
3. Install anchor bolts and mesh on below grade foundation wall and shoot 4" of gunite
4. Clean and apply below grade waterproof system, Tremco 250 GC with drainage board

TOTAL \$61,720.00

- EXCAVATION BY OTHERS
- PERIMETER DRAINS BY OTHERS

Provided by Others

- Water supply
- Electricity supply
- Permits

The costs above include all labor, materials, tools and equipment necessary to perform the scope of work listed above. Should you have any questions or need any additional information, please do not hesitate to contact me.

Restoring the Past - Protecting the Future

Respectfully,

Greg Toher
Project Manager

GT/sc

Restoring the Past - Protecting the Future

Agenda Item #7718

Discussion with Action: Authorize the Town Manager to enter into a three-party agreement with Maine Department of Transportation (MEDOT) and Portland Area Comprehensive Transportation System (PACTS) for the purpose of road improvements to Saco Avenue, beginning at Washington Avenue to Old Orchard Street, with an estimated local share of 25% or \$67,000.00, from account #50002-50506 Public Works Road Maintenance CIP, with a balance of \$859,649.54.

Background:

This was approved by PACTS as part of the 2022-2024 work plan. It is an ADA mill and fill project that extends approximately 0.30 miles on Saco Avenue beginning at Washington Avenue to Old Orchard Street. Advertising and construction will take place in 2023; managed by MEDOT.

(see attached agreement)

Motioned to Authorize by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 5-0



<i>MaineDOT use only</i>	
TEDOCS #:	_____
CTM #:	_____
CSN #:	_____
PROGRAM:	<u>Bureau of Planning</u>

State of Maine
DEPARTMENT OF TRANSPORTATION
THREE-PARTY PARTNERSHIP AGREEMENT

Proposed Improvements to Saco Avenue

(Non-Monetary)

<i>MaineDOT Use Only</i>	
Project Location: <u>Old Orchard Beach</u>	Estimated Project Amount: <u>\$268,000.00</u>
State WIN: _____	Agreement Begin Date: _____
Federal Aid Project #: _____	Agreement End Date: _____
PACTS ID#: <u>PACTS</u>	Municipality ID#: <u>OOB</u>

This Cooperative Agreement (the “Agreement”) is entered into by and between the Maine Department of Transportation (MaineDOT), an agency of state government, the Town of Old Orchard Beach (the “Municipality”), a municipality in the State of Maine, and the Portland Area Comprehensive Transportation System, the designated Metropolitan Planning Organization for the Portland Urbanized Area (PACTS) (MaineDOT, the Municipality and PACTS are collectively referred to as the “Parties”).

RECITALS

- A.** The work that is the subject of this Agreement consists of making improvements to Saco Avenue, beginning at Washington Avenue and extending east 0.30 of a mile to Old Orchard Street, in Old Orchard Beach, Maine (the “Project”).
- B.** MaineDOT, through its partnership with Maine’s Metropolitan Planning Organizations (MPOs), is charged with managing and dispersing MPO state and federal funds to support capital improvement projects programmed by the MPOs. PACTS is MaineDOT’s MPO partner for the Portland Urbanized Area.
- C.** PACTS has selected the Project for inclusion in the 2022-2023-2024 MaineDOT Work Plan, using Federal and State capital improvement funding allocated by MaineDOT.
- D.** The Municipality has approved the Project and supports the decision by MaineDOT and PACTS to program the Project, and will contribute financially to the Project through its municipal share.

- E. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- F. This Agreement is intended to cover the roles and responsibilities of the Parties during the preliminary engineering and right-of-way phases of the Project, and to establish the financial obligations of each Party through all phases of the Project.
- G. If the Parties cooperatively agree to proceed to full Project development, this Agreement will be modified to reflect any increase in Project cost estimates. MaineDOT and the Municipality will then enter into a separate municipal-state agreement to establish responsibilities of MaineDOT and the Municipality through the remaining phases of the Project (the “Municipal-State Agreement”).

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

1. Appendices:

The following appendices are hereby incorporated into this Agreement:

- Appendix A -
- Appendix B - Requirements for operation and maintenance of traffic signals
- Check if no appendices attached

2. Scope of Project:

The Project shall consist of a mill and fill on Saco Avenue, beginning at Washington Avenue and extending east 0.30 of a mile to Old Orchard Street (the “Scope of Work”).

The terms of this Agreement apply to the implementation of the preliminary engineering and right-of-way phases of the Project unless this Agreement is otherwise modified to include all phases of Project development, in which case the table set out in Section 3 below shall be adjusted accordingly.

3. Project Cost Sharing and Payment Schedule:

- a. **Financial Obligations:** The total estimated cost of the Project is \$268,000.00 (the “Project Estimate”). The Parties agree to share in all Project costs associated with the Project phases outlined in the table below. Each Party’s share of the Project’s actual costs associated with each phase shall be allocated as follows, unless otherwise negotiated by mutual agreement of the Parties.
 - i. **Federal Share** (provided by MaineDOT through PACTS Federal Allocation) - 75% of eligible Project costs, up to a maximum of \$201,000.00.
 - ii. **State Share** (provided by MaineDOT through PACTS State Allocation) – 0% of eligible Project costs, up to a maximum of \$0.00.

- iii. **Municipality's Share** (provided by the Municipality through the Municipality's obligation of funds) – 25% of eligible Project costs, which is estimated at \$67,000.00, plus 100% of the following:
1. Any costs deemed ineligible for federal and state participation.
 2. Any costs associated with additional work requested by the Municipality that is outside the Project scope of work.
 3. All Project costs exceeding the Project Estimate after the above referenced Party Shares have been applied, unless otherwise agreed to in writing by the Parties through a written modification to this Agreement.

Work Phase	Estimated PACTS Federal Share		Estimated PACTS State Share		Estimated Municipality's Share		Estimated Total Cost
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	75%	\$ 7,125.00	0%	\$ -	25%	\$ 2,375.00	\$ 9,500.00
Right of Way	75%	\$ -	0%	\$ -	25%	\$ -	\$ -
Construction	75%	\$ 179,550.00	0%	\$ -	25%	\$ 59,850.00	\$ 239,400.00
Construction Engineering	75%	\$ 14,325.00	0%	\$ -	25%	\$ 4,775.00	\$ 19,100.00
TOTALS:	75%	\$ 201,000.00	0%	\$ -	25%	\$ 67,000.00	\$ 268,000.00

b. **Payment Schedule:** The PACTS Share will be disbursed by MaineDOT in accordance with the allocations outlined above. If the Parties elect to move forward with full development of the Project as contemplated in this Agreement, the Municipal Share will be invoiced by MaineDOT in accordance with the payment schedule outlined in the Municipal-State Agreement described herein. If the Parties choose not to proceed to full Project development and no Municipal-State Agreement is executed, the Municipal share, based on the allocations outlined above, will be invoiced as promptly as practicable upon that decision having been made. Upon receipt of such invoice, the Municipality shall submit payment to MaineDOT within thirty (30) days.

4. **Project Milestones:** MaineDOT agrees to share information about the Project with the Municipality and PACTS at the following milestones, as appropriate:

- Project kickoff/initial team meeting/formal public contact;
- Horizontal/Vertical Alignment Complete (HVAC);
- Preliminary public meeting;
- Preliminary Design Report (PDR) complete;
- Formal public meeting(s);
- Plan Impacts Complete (PIC);
- Peer reviews;
- Plans, Specifications and Estimate (PS&E) complete;
- Changes in the Project schedule or Project Estimate.

5. Project Design:

- a. The Parties shall hold a project kickoff meeting to go over the scope of work, Project cost, and schedule for the Project before work will begin.
- b. MaineDOT shall prepare, or cause to be prepared, all plans, specifications, engineer's estimates and contract documents as appropriate for the Project using MaineDOT's standard project development process to ensure adherence to federal and state regulations (the "Preliminary Project Development Materials").
- c. As a component of preparing the Preliminary Project Development Materials, MaineDOT shall, at a minimum, be responsible for the following:
 - i. Performing all right-of-way related investigations to determine whether or not there may be a need to acquire temporary and/or permanent rights to develop the Project as well as, if applicable, all title examination, appraisal, appraisal review, negotiation and acquisition/condemnation activities for any property rights that must be acquired to accommodate the Project, and all necessary mapping services reflecting such property acquisitions.
 - ii. Coordinating with affected utilities and railroads to identify existing locations and/or implementing any relocation impacts that may be created by the development of the Project.
 - iii. Performing all necessary National Environmental Policy Act (NEPA) compliance processes for the Project.
 - iv. Performing all necessary permitting activities required in connection with the Project.
- d. MaineDOT shall be the sole administrator of the Project contract(s). MaineDOT will pay up front all Project costs, subject to cost sharing by the Municipality and PACTS as specified in the **Project Cost Sharing and Payment Schedule** set out herein. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
- e. After completion of the PDR, and a decision to proceed with Project construction has been made, MaineDOT and the Municipality will then execute the Municipal-State Agreement covering their obligations regarding Project advertisement, award, construction and construction engineering. Said Municipal-State Agreement will incorporate financial obligations that are consistent with those reflected in this Agreement, unless such terms are otherwise negotiated by mutual agreement of the Parties.
- f. The Municipality shall ensure that affected, municipally-owned utilities are responsive to Project demands and are completing necessary activities in accordance with the Project schedule as established and coordinated by MaineDOT. Failure to do so may result in MaineDOT delaying implementation of the Municipality's future projects until appropriate utility responsiveness is obtained.

6. **Public Involvement:** MaineDOT shall be responsible for implementing and leading any and all required public involvement activities and any necessary media coordination associated with the any phases of the Project covered by this Agreement. The Parties agree to participate as partners in all such actions.

7. **Changes to Project Scope:**

- a. MaineDOT will consult with PACTS and the Municipality before implementing any adjustments to the Project scope, and PACTS and the Municipality will, likewise, notify MaineDOT of any proposed changes they wish to implement.
- b. The Municipality may, at its election, request that changes be made or work added to the Project during the period of design that benefit the Municipality, provided that the Municipality agrees in writing to pay any additional cost associate therewith. In the event that such changes or work are approved for federal participation in the cost thereof, such additional cost may be reduced to the non-federal share (the “Additional Work Requested by Municipality”).

8. **Termination:**

- a. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. If MaineDOT’s termination under this clause is not directed by the Municipality and PACTS, MaineDOT shall be responsible for covering all Project costs incurred up to the time of termination.
- b. MaineDOT also reserves the right to terminate all provisions pertaining to any Additional Work Requested by Municipality at any time prior to the award of a contract to construct the Project because of any failure by the Municipality to meet any of the conditions and stipulations set forth in this Agreement.
- c. If the Municipality withdraws its financial support for the Project leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for any and all Project costs incurred in reliance on the Municipality’s financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the time of such termination.
- d. This Agreement may be terminated at any time by mutual written agreement of all Parties, provided that such written agreement shall address the allocation between the Parties of any costs, expenses, penalties and/or liabilities expended, committed or imposed in connection with the Project and the Project contract as of such date of termination.
- e. In no event shall any such action taken under this subsection be deemed a breach of contract, nor shall it represent any individual Party’s waiver of claims for breach of contract or its right to any other remedy it may have pursuant to this Agreement, or at law or in equity.

- f. In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations set forth herein, as well as those provisions to this Agreement that by their very nature are intended to survive.

9. **Miscellaneous Provisions:**

- a. **Amendment and Modification.** This Agreement, and all attachments, may only be modified or amended in writing and signed by duly authorized representatives of the Parties.
- b. **Indemnification.** To the extent permitted by law, the Municipality and PACTS shall each individually indemnify, defend and hold harmless MaineDOT, its officers, agents and employees from all claims, suits or liabilities arising from the indemnifying Party's own negligent or wrongful acts, errors or omissions or by that Party's officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. This provision shall survive the termination or expiration of the Project.
- c. **Obligation of State Funds.** Anything herein to the contrary notwithstanding, the Municipality and PACTS acknowledge and agree that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and the federal government and, therefore, this Agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
- d. **Municipal Authority and Obligation of Municipal Funds.** The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to approve the Project and enter into this Agreement, and that it has obligated the necessary funds to satisfy its Municipal Share of the Project Costs outlined herein.
- e. **State of Maine's Rights of Set-Off.** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller.
- f. **Assignment.** No assignment of this agreement is contemplated, and in no event, shall any assignment be made without the express written permission of MaineDOT.

- g. Independent Capacity. The Municipality and PACTS, their respective employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of MaineDOT.
- h. Governing Law. This Agreement shall be construed under the laws of the State of Maine. Additionally, all activities under this Agreement shall be performed in accordance with applicable federal laws and regulations, including without limitation Title 23 in the U.S. Code (USC) for statutory law, Title 23 in the Code of Federal Regulations (CFR) for administrative law, and Title 2 CFR, Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
- i. Binding Effect. The Parties shall be bound by the terms of this Agreement. This provision shall apply to the Agreement’s executors, their successors, administrators and legal representatives.
- j. Notice. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
51 Pleasant Hill Road
Scarborough, ME 04070-0358
Attn.: LaRay Hamilton, PE, Senior Project Manager
Email: LaRay.Hamilton@maine.gov

Municipality: Town of Old Orchard Beach
Department of Public Works
103 Smithwhell Road
Old Orchard Beach, ME 04064
Attn.: Joe Cooper, Public Works Director
Email: jcooper@oobmaine.com

PACTS: Portland Area Comprehensive Transportation System
970 Baxter Boulevard, Suite 201
Portland, ME 04103
Attn.: Elizabeth Roberts, PE, Transportation Engineer
Email: eroberts@gpcog.org

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the day and date last signed.

DS
EK

DocuSigned by:
Kristina Egan
EF67A54B0DDE4EB...

Date 5/2/2022

Kristina Egan, Executive Director *
Greater Portland Council of Governments
For Portland Area Comprehensive Transportation System
Duly authorized

Date _____

Diana Asanza, Town Manager *
Municipality of Old Orchard Beach
Duly authorized

Date _____

Dale Doughty, Director, Bureau of Planning *
Maine Department of Transportation
Duly authorized

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

Agenda Item #7719

Discussion with Action: Approve the quote from Poirier Guidelines in the amount of \$46,906.79 for the purpose of restriping Town roadways, parking lots & spaces from account #50002-50506 Public Works Road Maintenance CIP, with a balance of \$859,649.54

Background:

(see attached quote)

Motioned to Approve by: Councilor Tousignant

Seconded by: Councilor Mead

Vote: 5-0

Diana Asanza

From: Lisa Wilson
Sent: Thursday, July 7, 2022 12:43 PM
To: Chris White; Diana Asanza
Subject: FW: Pricing - OOB - Schedule Start

Please see below from Poirier Guidelines.

Thank you,
Lisa

From: Poirier Guidelines <poirierguidelines@hotmail.com>
Sent: Thursday, July 7, 2022 12:25 PM
To: Lisa Wilson <lwilson@oobmaine.com>
Subject: Re: Pricing - OOB - Schedule Start

*****EXTERNAL*****

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

Good Afternoon Lisa,

Here is the 2022 pricing you requested. We can start the centerline and edge line 7/18/22 and the hand work around 7/25/22. Last year there was a paint shortage and we did not get to do all of the edge line. The 4" edge line quantity is usually around 128,000. If you have any questions please call my cell 508-414-1146.

Town of Old Orchard				7/7/2022
Portland Ave				
Old Orchard, ME 04064				
Quote 2022				
<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
4" Double Yellow Centerline	lf	106,365	0.105	11,168.33
4" White Edge Line	lf	8,791	0.055	483.51
24" White	lf	12,251	1.30	15,926.30
12" White	lf	3,354	0.60	2,012.40
4" White	lf	6,260	0.25	1,565.00
4" Yellow	lf	3,383	0.25	845.75
5" Black	lf	2,865	0.60	1,719.00
Directional Arrow	ea	157	18.00	2,826.00
Sm Directional Arrow	ea	39	12.50	487.50
Lg Bicycle Symbol	ea	33	25.00	825.00

Bicycle Symbol	ea	20	18.00	360.00
Pedestrian Symbol	ea	20	25.00	500.00
8' "ONLY"	ea	5	56.00	280.00
6' "STOP"	ea	7	42.00	294.00
6' "AHEAD"	ea	3	52.50	157.50
6' "AHD"	ea	4	31.50	126.00
20" Letter	ea	189	5.00	945.00
Railroad Crossing	ea	10	90.00	900.00
Parking Stall	ea	809	4.50	3,640.50
Handicap Symbol	ea	3	15.00	45.00
Handicap Symbol w/Blue	ea	45	40.00	1,800.00
Grand Total				46,906.79

Thank You,
Matt

From: Lisa Wilson <lwilson@oobmaine.com>
Sent: Wednesday, July 6, 2022 3:32 PM
To: poirierguidelines@hotmail.com <poirierguidelines@hotmail.com>
Subject: Pricing - OOB - Schedule Start

Hi Matt,
I haven't heard back from you. I'm following up on pricing and start date for line striping in OOB.
Attached is your invoice for last year. Will you give us pricing for the items attached at this year's pricing?

Thank you,
Lisa

Lisa Wilson
Administrative Operations Manager
Town of Old Orchard Beach – Public Works
1 Portland Ave
Old Orchard Beach, ME 04064
Tel: (207) 934-2250
Email: lwilson@oobmaine.com



Stay Connected:



Agenda Item #7720

Discussion with Action: Award the contract in the amount of \$117,400.00 to Gorrill Palmer for the extended feasibility study from I-195 along Ocean Park Road to the Ocean Park, Saco Avenue, Temple Avenue, Old Salt Road, and Old Orchard Road intersection (“Halfway Intersection”). The project is part of the Three-party Partnership with Maine Department of Transportation, City of Saco and Town of Old Orchard Beach, with a local share of \$46,960.00, from account #50002-50506 Public Works Road Maintenance CIP, with a balance of \$859,649.54.

Background:

The Town received one bid from Gorrill Palmer for the Extended Feasibility Study from I-195 and the Ocean Park Road transition to the “Halfway Intersection,” a highly traveled and high crash location. The study will provide a comprehensive look at the entire corridor from Saco into Old Orchard Beach, including the intersection at Smithwheel Road, to evaluate traffic calming options for safety, economic development, and mobility improvements.

Gorrill Palmer is the firm that completed the feasibility study last fall that was geared to the Halfway Intersection only and did not include the corridor from I-195 and the Ocean Park Road corridor to the Halfway Intersection.

This extended study is a result of comments received from the Town Council, Town Officials, and the public about considering the I-195 transition (in Saco) to Ocean Park Road to see if a better layout would be available that will reduce driver confusion and lane confusion, as well as provide better control to calm speeds.

Town Manager pursued MEDOT to fund a comprehensive study and the City of Saco agreed to partner with Old Orchard Beach. The Town’s local share will be \$46,960.00.

(see attached agreement)

Motioned to Authorize by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 5-0



707 Sable Oaks Drive | Suite 30
South Portland, Maine 04106
207.772.2515

July 8, 2022

Michael Foster
Associate Planner
Town of Old Orchard Beach
1 Portland Ave
Old Orchard Beach, ME 04064

**Re: Interstate 195 & Ocean Park Road Study, Safety and Economic Development Improvements, Old Orchard Beach & Saco
WIN 26660.00
Proposal for Planning Services**

Dear Michael:

We are excited about the opportunity to submit this proposal to assist the Town of Old Orchard Beach and City of Saco with planning services relating to a feasibility study for the Interstate 195 & Ocean Park Road Transition and the Main Street & Route 5 Intersection in Saco. As you know, there have been prior studies already completed in this area. We plan to take a pragmatic approach to this study, building off the work from the previous studies but providing hands on practical design recommendations for safety, economic development, and mobility improvements to this study area including the Ocean Park Road corridor (in OOB) and Main Street (in Saco) and its related intersections, with a specific focus on accommodating all modes of transportation.

In selecting a firm for this PPI assignment, it is important that you select a firm that brings experience with this type of work, has established relationships and knowledge of the area, has a strong vision on how to complete the work and brings leadership to ensure the study is successful. We believe that Gorrill Palmer is the best qualified firm for this assignment. The following pages will summarize our study team, project understanding, experience and will highlight references and a schedule.

Experience & Relationships: Gorrill Palmer has extensive experience with transportation planning and feasibility studies and has completed numerous PPI projects for MaineDOT. Specifically, Gorrill Palmer has completed similar PPI planning studies that focus on safety and mobility improvements in the municipalities of Rockland, Waterville, Dover-Foxcroft, Old Orchard Beach and Windham. We bring significant experience in completing corridor studies, intersection safety audits, traffic analysis, access management and mobility assessments for all user types and in the development of alternatives that improve safety and enhance mobility. We will leverage this experience to develop creative and innovated solutions for the challenges associated with this rather busy and complicated study area. Having worked on the recent PPI study for the Ocean Park Road/Temple Ave intersection in Old Orchard Beach, our team is very familiar with this area, and we are eager to build off that prior work in a manner that provides for a comprehensive assessment of safety and operations for the entire corridor.



Our relationships with the Town of Old Orchard Beach are strong as we recently completed a PPI study for the Ocean Park Road / Temple Ave intersection in 2021. In addition to working with Mike Foster and Diana Asanza, we presented and worked with town council members, and we have worked with Larry Mead who was the town manager and is now on the town council. Our relationships with the City of Saco are also very good as Gorrill Palmer has been selected to serve the role of general engineering consultant for the City of Saco since 2020. We are currently working with the city (Joe Laverriere and Patrick Fox) on a variety of infrastructure and transportation projects within their community. We are teamed with James Tasse Consulting and North Star Planning on this assignment. Jim Tasse brings extensive bike and pedestrian facility knowledge and experience in both communities and Ben Smith, who is the owner and principal of North Star Planning, is also well versed in urban land use and transportation planning for communities throughout Maine. This experience and institutional knowledge that Gorrill Palmer, James Tasse Consulting and North Star Planning bring to this assignment will be invaluable and likely unmatched. Our relationships with MaineDOT are also excellent and well-rounded. In addition to our PPI planning experience, we have extensive DOT design experience with roadways, intersections, bicycle, and pedestrian improvement projects. Overall, we believe our team is well suited for this study.

Strong Vision & Leadership: This proposal will demonstrate our clear vision and project understanding for this assignment as we have completed similar assignments and are familiar with the existing conditions of this study area. I will serve as the project manager for this study with assistance from Randy Dunton, who brings extensive transportation planning experience. Together, we bring over 50 years of transportation planning and design experience and are excited for the opportunity to showcase that knowledge with you on this assignment. Should you have any questions regarding this submittal, please do not hesitate to contact us.

I hereby certify that all information contained in this proposal is true and accurate. I also certify that our firm is not debarred from working on governmental agency contracts.

Respectfully submitted,

Gorrill Palmer

A handwritten signature in blue ink that reads "Don Ettinger".

Don G Ettinger, P.E.
Principal
207.756.0462
dettinger@gorrillpalmer.com

SCOPE OF WORK

**Interstate 195 & Ocean Park Road Transition &
Route 5 & Main Street Intersection
WIN 26660.00
PPI Study, Old Orchard Beach & Saco
July 8, 2022**

This scope will investigate and identify ways to improve the safety, operations, wayfinding and speed limit compliance in this transition area between I-195 and the Ocean Park Road / Temple Ave intersection. Bicycle and pedestrian accommodations will also be reviewed within this area.

The total roadway length for this project is approximately 1,900 feet or 0.36 miles and will include the following Ocean Park Road intersections:

- Westbound intersection with I-195
- Eastbound intersection with I-195
- Reserve Street
- Smithwheel Road
- Jeanette Avenue
- Melvin Avenue

The scope also includes the intersection of Route 5 and Main Street in Saco.

This Ocean Park Road section of roadway is a multi-lane facility and includes two thru lanes eastbound, one lane westbound, turning lanes at intersections, minimal to no shoulders, curbing, sidewalks and crosswalks. Median islands are present at several of the crosswalks. There is a major merging of traffic at the westerly study limit where I-195 and Ocean Park Road merge in the eastbound direction and there is very little separation between that merge point and the Smithwheel Road intersection. Vehicle lane changes and weaving activity within this roadway segment contribute to the safety and operational challenges of this area.

Bicycle accommodations are challenged in this area and will be reviewed as part of this project. Pedestrian accommodations, while provided in the current condition, feel a bit challenged and unsafe. Gorrill Palmer will review the pedestrian accommodations and make recommendations for improvements to safety and operation.

Scope

Below is a summary of the scope tasks that are being proposed of Gorrill Palmer. Please note the following generally matches the RFP however more detailed information is provided below.

Task 1 – Project Coordination and Meetings

A project kickoff meeting for this study is planned. It will be a virtual meeting using ZOOM and will include representatives from the Town, City and DOT. We will discuss the following topics:



- Identify and understand local issues.
- Identify and understand state and/or federal regulatory requirements relating to I-195.
- Confirm scope of work.
- Draft purpose and need statement.
- Identify previous study efforts, construction plans and other relevant data.
- Identify traffic and crash data needs.

In addition to the kickoff meeting, we anticipate up to two public meetings in each community, council meetings in advance of the public meetings, monthly team meetings, and regular (weekly or biweekly) meetings with the client team during Task 3. See also the Schedule Section of the proposal for details on planned meetings.

Task 2 – Review Available Data & Current Conditions

Review of available data will be completed. We will review available information provided by the Town, City and DOT. This data will include, but not be limited to, the following:

- Local Comprehensive Plan.
- Available traffic counts and crash data. Work assumes traffic data collection (turning movement counts) will be provided by others and is not a requirement of Gorrill Palmer. Existing signal phasing and timing information will also be provided to Gorrill Palmer by others.
- Available land use and economic development information that could affect transportation infrastructure.
- Available GIS data files
- Other relevant reports, studies, and policies.

Task 3 – Assessment of Future Scenarios and Alternatives

We will evaluate the existing conditions and model the baseline condition for both locations (OOB and Saco). Work will include review of available traffic data and applying growth factors following traditional forecasting methods to determine baseline modeling data. The assessment will include but not be limited to:

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

We will evaluate future scenarios considering the known development and anticipated land use changes for the scope. This will include:

- A 2045 forecast of traffic volumes in the study area, based on historical traffic data and available DOT traffic forecasts.



- Analysis of future traffic volume conditions of the expanded study area under a series of alternatives such as the following:
 - No-build scenario.
 - One low-cost alternative (non-capital) that improves safety and operations within the expanded scope area.
 - Up to three build improvements that look to address safety, operations, wayfinding and speed limit compliance within the expanded scope area, for all modes of transportation (vehicles, bikes, pedestrians). Alternatives will include an independent analysis of the safety cost/benefits of a traffic signal and/or restricting movements at Smithwheel Road. Alternatives will also consider improvements and/or restrictions for access management, recommended signage and wayfinding improvements. Alternatives may also include signalization of additional intersections, intersection geometric improvements, travel lane modifications, restrictions for turning movements using side road channelization islands, partial or full center medians along Ocean Park Road, etc. Other design considerations that will be reviewed are noted in our proposal under the Project Understanding Section.
 - Up to two build alternatives for the Route 5 / Main Street intersection in Saco.
- The analysis for the scope alternatives will be modeled and evaluated together and separately with the alternatives for the adjacent intersection PPI study.

Each alternative will include a conceptual design on aerial photography. The concept plans for the alternatives will be developed separately from the concept plans for the adjacent intersection PPI study but the designs will be capable of being combined to serve as one project, if necessary.

Concept level cost estimates will be prepared for the alternatives.

We will also prepare a matrix summarizing the performance of alternatives based on factors such as safety, mobility, costs, right-of-way impacts, ability to meet purpose and need, viability from a regulatory perspective, etc. Information for the alternatives will be presented within the matrix separately from the adjacent intersection PPI study results.

Task 4 – Draft Report and Preliminary Recommendations

Based on the analysis of the alternatives determined in Task 3, we will develop recommendations based on the effectiveness of meeting the study purpose and need for the scope effort. We will prepare a draft report containing the analysis of existing and future conditions, alternatives analysis, and recommendations, including a matrix summarizing recommendations along with an appendix of traffic and crash data.

Task 5 – Final Report

Comments will be incorporated, and a final narrative report will be completed. At a minimum, the report will include an executive summary, a narrative of the study process, a description and concept plans of the various alternatives considered, traffic analysis results, documentation of the evaluation criteria, and recommendations for the preferred alternatives. The report will also



consider recommendations from the adjacent intersection PPI study and provide combined results and recommendations.

Fee

Gorrill Palmer anticipates that the tasks noted above can be completed for a design fee of \$117,400 including expenses and subconsultant costs. Please see the attached fee estimate which provides a summary of the work tasks.

Schedule

A completion date of August 31, 2023 is proposed.

Closure

Upon review of this information, please do not hesitate to contact us should you have any questions, comments or require any revisions to this scope and fee proposal.

Sincerely,
Gorrill Palmer

A handwritten signature in blue ink, appearing to read 'Don G. Ettinger'.

Don G. Ettinger, P.E.
Principal

U:\4015_I-195 & Ocean Park Road Study\A Proposal\Proposal-07082022\Draft Price Proposal\2-OOB2-Scope-07082022.doc

James Tasse Consulting, LLC

James Tassé, Principal
POB 266
499 Howe Hill Road
Greenwood ME 04255
jamestasse@mac.com
207-318-0386

SCOPE OF SERVICES for OOB PPI--limits of study to include Ocean Park Road from the transition of I-195 to Temple Ave intersection.

As a member of the Gorrill-Palmer Team, James Tassé will:

- Provide technical advice and guidance on bike and pedestrian facility planning during key stages of the study.
- Attend initial site visit to review and discuss the existing bike/ped conditions and areas where improvements are needed.
- Assist GP with QC review of matrix evaluation of alternatives as it relates to bike and pedestrian accommodations.
- Attend up to six in-person and up to eight remote meetings with the public, clients and study team
- Provide recommendations for safe bicycle and pedestrian access on Ocean Park Road from the transition of I-195 to the intersection of Saco Avenue, Temple Street, and Old Orchard Street.
- Other as mutually agreed upon

James Tasse Consulting, LLC

James Tassé, Principal
POB 266
499 Howe Hill Road
Greenwood ME 04255
jamestasse@mac.com
207-318-0386

Fee

James Tassé Consulting LLC will provide services according to the revised scope of the proposed contract for \$7500.

OOB/Saco I-195/Ocean Park Road Transition Project
Fee Estimate - Prepared July 7, 2022

		North Star Planning		Hours/ Task	Fee/ Task
		Principal Planner \$130	Assoc Planner \$85		
Task 1 -Project Coordination and Meetings					
up to six (6) in-person meetings (client team/town council)		12	0	12	\$1,560
up to eight (8) remote meetings with client team		10	0		\$1,300
Labor Subtotal		22	0	12	\$2,860
Task 2 - Assess Available Data and Current Conditions					
Review local plans and current zoning		6	10	16	\$1,630
Collect GIS state/local GIS data		0	4	4	\$340
two (2) business/property owner meetings		8	0	8	\$1,040
Labor Subtotal		14	14	28	\$3,010
Task 3 - Future Scenarios and Improvement Alternatives					
assist in scenario development		12	4	16	\$1,900
Labor Subtotal		12	4	16	\$1,900
Task 4 -Draft Report & Recommendations					
assist in land use, zoning, economic development		12	4	16	\$1,900
Labor Subtotal		12	4	16	\$1,900
Task 5 -Develop Final Report					
QC Final draft report		8	0	8	\$1,040
Labor Subtotal		8	0	8	\$1,040
PROJECT LABOR TOTAL					\$10,710
Mileage & Printing					\$250
Estimated Total					\$10,960

Agenda Item #7721

Discussion with Action: Approve the purchase of 250 cases of municipal blue trash bags from Interboro Packaging Corp in the amount of \$13,430.00 from account# 10011-10302 Inventory Trash Bags, with a balance of \$49,013.48.

Background:

Jordan Miles, Finance Director, has provided an analysis of current disposal costs and cost of goods. The request to increase the cost of trash bags by \$0.25 per bag is reflective of the increase to the Town for disposal costs as approved by Council in June and the increase in the cost of trash bags.

Motioned to Approve by: Vice-Chair Blow

Seconded by: Councilor Reid w/discussion. Town Manager Asanza stated that this year would be the last year with Interboro and that the Town would be going out to bid in the Fall.

Vote: 5-0

Agenda Item #7722

Discussion with Action: Amend Appendix A -Schedule of License, Permit & Application Fees to reflect a change in price for municipal blue trash bags from \$3.00 per bag to \$3.25 per bag.

Background:

The request to Council to amend the cost of the municipal trash bags from \$3.00 to \$3.25 is to meet the pricing the Town pays to purchase the bags from the vendor.

Motioned to Amend by: Vice Chair Blow

Seconded by: Councilor Reid w/discussion. Councilor Tousignant questioned if this was a price per tonnage or per bag. Town Manager Asanza noted that the Finance Director, Jordan Miles, had completed a cost analysis to include hauling and disposal.

Vote: 5-0

Agenda Item #7723

Discussion with Action: Accept the bid from Eastern Salt for the purchase of sodium chloride bulk road salt at \$76.21 per ton from account number 20151-50515 Public Works Road Salt account with a balance of \$80,000.00.

Background:

(see attached salt bid master agreement)

Motioned to Authorize by: Vice-Chair Blow

Seconded by: Councilor Mead

Vote: 5-0

MA 18P 22062200000000000143
NEW

State of Maine



Master Agreement

Effective Date: 07/11/22

Expiration Date: 06/30/23

Master Agreement Description: Road Salt for Select Maine Municipalities/Political Subdivis

Buyer Information

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

Issuer Information

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

Requestor Information

Sharon Krechkin 207-624-3038 ext. sharon.krechkin@maine.gov

Agreement Reporting Categories

Authorized Departments

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000000083

Vendor Name

Eastern Salt company Inc.

Alias/DBA

Vendor Address Information

134 Middle Street
Suite 210
Lowell, MA 01852
US

Vendor Contact Information

Karen Girard

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime C. Schorr 7/14/2022
6D6437754DD0459

 Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

Eastern Salt Company Inc

DocuSigned by:
Donna Capillo 7/14/2022
C644F1CC2AC54CF...

 Signature Date

Donna Capillo, Assistant Corporate Secretary

RIDER A
Master Agreement User Information and/or Specifications
MA 220622-143

Commodity: Road Salt for Select Maine Municipalities/Political Subdivisions

Master Agreement Competitive Bid RFQ: 17A 220523-312

Contract Period: Through June 30, 2023.

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Kevin Duran or Kaitie Butler **Tel:** 617-884-5201

Email: kduran@easternsalt.com

kbutler@easternsalt.com

Prices: Bid Price must be with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Municipality	2022-2023 Tonnage	Bid Price Per Ton	Accept Bid	Contact Name	Email
Auburn	4500	\$80.10	Y	Scott Holland	Sholland@auburnmaine.gov
Boothbay Harbor	300	\$84.78	Y	Nick Upham	nupham@boothbayharbor.org
Bowdoin	800	\$78.62	Y	Deb Marquis	deb@bowdoinme.com
Brownfield	600	\$81.33	Y	Cliff Cousins	brownfieldtw@fairpoint.net
Canton	750	\$85.28	Y	Paul McKenna; Nicki Girard	Pmckenna@cantonme.com; Ngirard@cantonme.com
Chesterville	600	\$89.47	Y	Guy Iverson	chesterville.me@gmail.com
Fryeburg	800	\$83.55	Y	Katie Haley; Lester France	townmanager@fryeburgmaine.org; publicworks@fryeburgmaine.org
Gilead	90	\$86.76	Y	Patsy Cox/Fred Corriveau	gileadto@megalink.net
Greene	980	\$81.09	Y	Carol Buzzell	tm@townofgreene.net
Greenwood	400	\$85.03	Y	Kim Sparks/Richie Diaz	kimsparks@roadrunner.com; greenwoodhighway.04255@gmail.com
Hollis	1200	\$76.21	Y	Rob Hanson	rob@pleasanthillexcavators.com

AUDITS AND ACCOUNTING: The Vendor shall allow representatives of the State of Maine to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful bidder may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

INVOICING: Separate invoices are required for each order number. Invoices shall include the stockpile location the order is taken from. Each load is to be listed separately with the date delivered on the invoice. Partial orders will not be paid for unless the State has over-ordered for a particular location. Matching delivery slip numbers for each order should be included on the invoice. Invoices received with the delivery slip numbers will be processed prior to invoices without delivery slip numbers.

ORDERING PROCEDURE: Municipalities, Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

MEASUREMENTS: The term 'Ton' shall mean the short ton consisting of 2,000 pounds avoirdupois. Each truck used to haul salt shall bear a plainly legible identification mark, and a tare weight shall be taken prior to each load.

WEIGH SLIPS: Each truck delivery shall be accompanied by a weigh slip, which shall be left with an employee who works at the delivery point of load. The employee will sign a copy of the weigh slip to acknowledge the receipt of the load.

Contractor shall provide numbered weigh slips, which show the following information:

- Name and address of the contractor
- Name and address of the owner of the scales
- Location of the scales
- Consignee and destination
- Date of delivery
- Order number
- Gross, tare and net weights
- Signature of weigher
- Current vehicle registration number and/or other legible identification mark and signature of vehicle operator
- Space for signature of the department employee accepting the shipment

The State of Maine/Municipalities/Political Subdivisions reserves the right to weigh any truck at a designated location before or after delivery to any particular storage site.

INSPECTIONS: Municipalities/Political Subdivisions shall be provided free entry and access at the Contractor’s storage areas for sampling. It is anticipated that determination for initial compliance will be made from samples obtained from the supplier’s storage areas or from rail cars if no storage areas are provided within the state. Shipments to the delivery locations may be randomly sampled for compliance. Said samples shall be representative of all salt delivered to a location on that day. Penalties, if any, will be assessed against the accumulated and mixed samples of each day’s delivery to each location. Details of penalties and percentages are outlined in Section III, *Penalties and Price Adjustments*. Laboratory results will be provided to the Contractor when penalties are assessed.

Contractor is strongly encouraged to sample and test their product prior to shipping product to the buyer so that any necessary corrective action may be taken to assure conformity to specifications.

DELIVERY REJECTION: Municipalities/Political Subdivisions reserves the right to reject or refuse any salt or deliveries which do not conform to these specifications for screen size, chemical quality or moisture content, or which are not delivered in good condition. Shipments that are rejected will be returned to the Contractor at no cost to the state. Contractor shall promptly replace all deliveries of salt that are rejected. Deliveries of unusable salt will reduce the amount estimated for that municipality and that municipality will not be required to order the full 75% amount of their estimated seasonal amount.

II. SPECIFICATIONS FOR MINED ROCK SALT

CHEMICAL COMPOSITION: The sodium chloride shall conform to a chemical composition of a minimum of 95%. Variations of less than 95% but above 93% will result in acceptance at reduced payment as provided in Section III, *Penalties and Price Adjustments*.

GRADING: Rock salt shall conform to the following particle size distribution specifications as determined by laboratory sieves:

- Passing a 1/2” sieve (12.50mm) 100%
- Passing a 3/8” sieve (9.50mm) 95% - 100%
- Passing a No. 4 sieve (4.75mm) 20% - 80%
- Passing a No 8 sieve (2.36mm) 10% - 50%
- Passing a No 30 sieve (0.60mm) 0% - 10%

Because of restrictions used to calibrate salt on Department sanders, the 1/2” gradation requirement is critical. The contractor will be required to re-screen the sodium chloride for continued oversize deliveries.

MOISTURE: Salt shall be in a free-flowing condition when received at the delivery location with a moisture content not to exceed 1%.

ASSESSMENT OF PENALTIES: Random sampling and testing of rock salt shall be obtained and tested by Maine Department of Transportation personnel. Failing test reports will be used to calculate reduced payments when penalties and price adjustments are to be applied. The reduction in payment shall continue until such time as a new passing test is obtained. When onsite inspections and tests indicate that the salt being supplied is an inferior product, the Contractor will be notified that the salt is unacceptable. If acceptable rock salt is not provided within five (5) business days (or as otherwise authorized by the MaineDOT/ Municipalities/Political Subdivisions), then the MaineDOT/Municipalities/Political Subdivisions may pursue such actions as described in Section I, *Failure to Deliver*.

EXCESSIVE PENALTIES: Contractors that are unable to reliably provide salt meeting the specifications set forth in Section II, without penalties, may become ineligible to receive future contract awards.

IV. SAMPLING AND TESTING

SAMPLING: Each sample submitted for testing shall consist of a minimum of three increments selected at random from the material. Each increment shall be at least a pound in weight and not include the top inch of stored material. Every attempt shall be made to insure a composite sample representative of the pile. Samples for chemical composition, gradation and anti-caking may also be obtained at the time of delivery to the purchaser's delivery destination.

METHOD OF TESTING: 1. Chemical composition testing for sodium chloride shall conform to the rapid method of testing given in Appendix A1 of AASHTO M-143-86. A second method of rapid analysis could be the use of Gran's plot titration method developed by Orion Research Incorporated. In case that the coarse salt sample is used 100.00 g sample is taken and dissolved in a 2-liter volumetric flask quantitatively. An aliquot of 5.00 ml or 2.00 ml of this solution is then pipetted out to the titrated according to either of these two methods.

If controversy occurs, analysis shall be made in accordance with the method specified for "Salt" in the current "Official Methods of Analysis for the Association of Official Agricultural Chemists".

2. Particle size analysis shall consist of using sieves with square openings mounted on substantial frames or interlocked in a manner as to prevent loss of material during sieving. Woven wire cloth shall conform to AASHTO M92. Gradation analysis shall be made on oven dried material and the sample shall weigh after drying at least 500 grams. In no case shall the fraction retained on any sieve at the completion of the sieving operation weigh more than four grams per square inch of sieving surface (this is 200 grams for 8 inch diameter round sieves).

If sieving is completed by hand, the procedure will include shaking with lateral and vertical motion with occasional jarring action so as to keep the material moving continuously over the surfaces of the sieves for a time of not less than three minutes. The balance or scale shall be sensitive to within 0.2% of the weight of the sample to be tested.

all six flasks add 5 ml of the Ferrous Sulfate solution, bring to 100 ml mark with water, cover flasks with stoppers and mix well. Maximum intensity of color develops in 15 minutes. The standards now indicate 0-100 ppm of Sodium Ferro cyanide in increments of 20 ppm with respect to the original salt sample.

Determination of Sodium Ferro cyanide in Rock Salt

The bulk sample is split down to representative sample of about 300 grams. This portion is then pulverized such that it will all pass a 70 mesh sieve and is mixed thoroughly to ensure good homogeneity. A 25 gram portion of this material is mixed with 5 ml 2% NaOH, stirred and let set for 10 min., 60 ml of water is then added into this solution and the pH is adjusted to 2 with H₂SO₄ (1:5). The solution is filtered through a #1 Whatman filter paper into a 100 ml volumetric flask. Five ml of Ferrous Sulfate solution is added, the volume brought to mark, the flask stoppered, the contents well mixed and allowed to stand 15 minutes. The absorbance of each of the standard solutions is determined against the blank solution at 775 nm. A calibration curve of absorbance vs. ppm is constructed. The absorbance of the samples is then determined and the concentration is read off the calibration curve.

packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

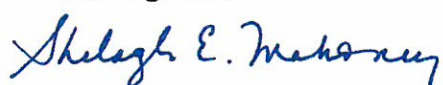

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. *fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. *violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. *are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. *have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Shelagh E. Mahoney	Title: President
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: 

Agenda Item #7724

Discussion with Action: Approve the quote from Beauregard Equipment, Incorporated for mechanical repairs to the MacLean WV4 sidewalk machine (MV4) in the amount of \$10,818.49 from account #20151-50452 Public Works Operating Equipment/Repair Expense, with a balance of \$174,777.21

Background:

The side walk plow was sent to Beauregard equipment with brake problems. A quote for \$10,818.49 was received to repair the brakes plus whatever may be needed for the axles.

(see attached quote)

Motioned to Approve by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 5-0



F-123 MV4

VERMONT/NEW YORK
28 Jasper Mine Road
Colchester, VT 05446
PH (802) 893-1555

NEW HAMPSHIRE
231 Sheep Davis Road
Concord, NH 03301
PH (603) 225-6621

MAINE
14 Gibson Road
Scarborough, ME 04074
PH (207) 885-0600

MAINE
59 Contractor Drive
Hermon, ME 04401
PH (207) 848-2050

MAINE
260 Missile Street
Presque Isle, ME 04769
PH (207) 498-3196

MAINE
3 Knox Ridge S.
Knox, ME 04986
PH (207) 568-3245

www.beauregarequip.com

SOLD TO *** emailed ***
00330P TOWN OF OLD ORCHARD BEACH
FINANCE OFFICE
1 PORTLAND AVE
OLD ORCHARD BEACH ME 04064

SHIP TO
OLD ORCHARD BEACH HIGHWAY
103 SMITH WHEEL RD
OLD ORCHARD BCH, ME 04064

MACLEAN MV4.1 18 SN: MV1408 HR .0 W:02
Sold By: SJF PO #: Date 6/30/22 ### QUOTE ### QS07684
Ship By: Tax #: MUNICIPALITY 12:59:41 PRT: 24 Open

Quote Summary

01 COMPLAINT: BRAKES ARE LOCKED UP DRAINED AXLES FOUND METAL SHAVING,	4182.37
02 COMPLAINT: REPLACE BRAKES ON REAR AXLE	4182.37
03 COMPLAINT: BRAKE PEDAL ASSEMBLY NOT HOLDING PRESSURE	1560.56
04 COMPLAINT: REPLACE FLUID IN PTO AND GEARBOXES	414.00
Other Charges	479.19
** TOTAL	10818.49

Tax	D	Qty	Description	Price	Amount
-----	---	-----	-------------	-------	--------

01 COMPLAINT: BRAKES ARE LOCKED UP DRAINED AXLES FOUND METAL SHAVING,

MEMO
NEED TO REPLACE BRAKE DISCS

CASE SHOP PARTS

N	6	MV	1145153	BRAKE DISC	203.44	1220.64
N	6	MV	1145154	INTERMEDIA	57.96	347.76
N	1	MV	1145157	SPACER	21.07	21.07
N	1	MV	1145158			
N	1	MV	1145160	BRAKE DISC	190.11	190.11
N	1	MV	1206132	O-RING	9.40	9.40
N	1	MV	1140661	BACKUP RIN	12.32	12.32
N	2	MV	1145169	CIRCLIP	1.87	3.74
N	4	MV	1206133		4.43	17.72
N	3	MV	1145173	ORING	.75	2.25
N	1	MV	1145175	ORING	5.58	5.58
N	1	MV	1145176	PISTON	130.08	130.08
N	2	MV	1145177	SPRING	282.46	564.92
N	2	MV	1145180	ORING	.39	.78

LABOR

** TOTAL CASE SHOP PARTS 2526.37

** TOTAL LABOR 1656.00

MEMO
WE HAVEN'T PULLED THE AXLES, WE MAY NEED MORE PARTS ONCE WE DISASSEMBLE

No Interest! No Payments for 90 days! Just buy over \$500 worth of Case or New Holland parts and service. Using your CNH CAPITAL ACCOUNT.
Returned parts must be accompanied by original sales slip, but will not be accepted for credit without permission of BEAUREGARD EQUIPMENT. All returned parts must be in original packaging.
Parts returned for credit will be subject to a minimum handling charge of 30% of the invoice price of the goods returned. A minimum \$20.00 amount is required per returned item.
All parts non-returnable to the manufacturer are non-returnable to BEAUREGARD EQUIPMENT. ELECTRICAL PARTS ARE NON-RETURNABLE. Parts must be returned within 30 days.





VERMONT/NEW YORK
28 Jasper Mine Road
Colchester, VT 05446
PH (802) 893-1555

NEW HAMPSHIRE
231 Sheep Davis Road
Concord, NH 03301
PH (603) 225-6621

MAINE
14 Gibson Road
Scarborough, ME 04074
PH (207) 885-0600

MAINE
59 Contractor Drive
Hermon, ME 04401
PH (207) 848-2050

MAINE
260 Missile Street
Presque Isle, ME 04769
PH (207) 498-3196

MAINE
3 Knox Ridge S.
Knox, ME 04986
PH (207) 568-3245

www.beauregardequip.com

SOLD TO *** emailed ***
00330P TOWN OF OLD ORCHARD BEACH
FINANCE OFFICE
1 PORTLAND AVE
OLD ORCHARD BEACH ME 04064

SHIP TO
OLD ORCHARD BEACH HIGHWAY
103 SMITH WHEEL RD
OLD ORCHARD BCH, ME 04064

MACLEAN MV4.1 18 SN: MV1408 HR .0 W:02
Sold By: SJF PO #: Date 6/30/22 #### QUOTE #### QS07684
Ship By: Tax #: MUNICIPALITY 12:59:41 PRT: 24 Open

Tax	D	Qty	Description	Price	Amount
04 COMPLAINT: REPLACE FLUID IN PTO AND GEARBOXES					
MEMO LABOR					
** TOTAL LABOR					414.00
* SEGMENT SUBTOTAL					414.00
Other Charges					
CASE SHOP PARTS					
N		1	NH 73344281 OIL HYDRA RACK 4C	94.00	94.00
N		1	NH 73344280 OIL HYDRA RACK 3B	50.00	50.00
N		1	CAS B80904 FLUID RACK3 C	128.70	128.70
N		1	CAS 73344231 OIL ENGIN RACK 5A	6.49	6.49
** TOTAL CASE SHOP PARTS					279.19
SHOP SUPPLIES					
N			SHOP SUPPLIES		200.00
* SEGMENT SUBTOTAL					479.19

No Interest! No Payments for 90 days! Just buy over \$500 worth of Case or New Holland parts and service. Using your CNH CAPITAL ACCOUNT.
Returned parts must be accompanied by original sales slip, but will not be accepted for credit without permission of BEAUREGARD EQUIPMENT. All returned parts must be in original packaging.
Parts returned for credit will be subject to a minimum handling charge of 30% of the invoice price of the goods returned. A minimum \$20.00 amount is required per returned item.
All parts non-returnable to the manufacturer are non-returnable to BEAUREGARD EQUIPMENT. ELECTRICAL PARTS ARE NON-RETURNABLE. Parts must be returned within 30 days.

** SUBTOTAL 10818.49

X _____ Charge Sale

Phone: (207) 934-5714
Page 3 Last Page

PAY THIS AMOUNT

\$10818.49

Agenda Item #7725

Discussion with Action: Accept the quote from Chadwick-Baross for the purchase of a new 747-2000 Classic Trailer Mounted Sewer Cleaner with trailer in the amount of \$96,429.90 to be financed through a lease purchase agreement with Androscoggin Bank at 3.55% with five annual payments in the amount of \$20,654.45 from account #20197-50330 Debt Service Lease Expense, with a balance of \$610,000.00.

Background:

This is a FY'23 council approved budgeted item.

(see attached quote and lease agreement)

Motioned to Accept by: Councilor Mead

Seconded by: Vice-Chair Blow

Vote: 5-0

Chadwick-Baross

1235 AUBURN ST
WHITMAN, MA 02382
508-580-7740
FAX 508-580-7747

Email: brian.kennedy@chadwick-baross.com

July 13, 2022

Mr. Chris White
Old Orchard Beach
WWTP
Old Orchard Beach, Maine

Chris;

Please see details of the 747-2000 Classic Trailer Mounted Sewer Cleaner
That we have in stock.

PUMP and ENGINE OPTIONS:

74 HP Kohler
Manual clutch Linkage
Giant Pump 40GPM @ 2000PSI Triplex Water Pump
Steel Shroud
Drain Valves for pump
Air Purge Valve
Recirculation System
Engine Display with Electronic Throttle Control

HOSE and REEL OPTIONS

Single Reel
Safety Rotating Reel w/500' x 3/4" Hose
Automatic Levelwind with Hydraulic Up/Down Action
Washdown Gun with 25' Detachable Hose
Digital Smart Counter

TANK and FILL OPTIONS:

700 Gallon Poly Tank
2.5" Fill Hose System
Fill Hose Storage Rack

TRAILER OPTIONS:

Tandem Axles 14,000 lb GVW
Electric Brakes
2-5/16 Ball Hitch
Rigid Top Wind Jack

TOOL STORAGE OPTIONS:

Hose Guide/Washdown Gun/Upstream Pulley Guide Storage Bin
Curb Side Top Opening Aluminum Toolbox

ELECTRICAL OPTIONS:

LED Arrow Stick
LED Strobe Light
LED flood Light

PAINT OPTIONS:

Frame Color-Standard Black
Shroud Color-Standard White
Hose Reel Color-Sewer Blue
Fender Color-Standard Black

MANUAL and TRAINING

NOZZLES and ACCESSORIES OPTIONS:

Fill Hose
Upstream Pulley Guide
BB Hose Guide
10' Leader Hose
Finned Nozzle Extension
Tristar Penetrating Nozzle
Dual Degree Flushing Nozzle
Nozzle rack

\$92,570.00
2,777.10 3 % Sourcewell Discount

\$89,792.90
6,700.00 Freight/PDI

\$96,492.90 Total Price

Old Orchard Beach SOURCEWELL ID # 95274

Feel free to call with any questions
Best regards
Brian Kennedy

July 15, 2022

Jordan Miles, Finance Director
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, Maine 04064

MUNICIPAL LEASE PURCHASE PROPOSAL

Lessee: Town of Old Orchard Beach

Equipment: One (1) new Sewer Jetter with trailer and other associated equipment and attachments (as more particularly described in invoices provided by the Lessee).

Cost of Equipment: \$96,429.90

Lease Term: 5 years

Interest Rate: 3.55% (Tax Exempt)

Number of Payments: 5 annual installments of principal and interest.

Payment Amount: \$20,654.45* (*Final payment may vary slightly)

First Payment Due: The first payment of principal and interest (if any) shall be payable at lease closing (proposed for July 20, 2022).

Purchase Option: One Dollar (\$1.00) at end of lease term.

Prepayment: There are no prepayment penalties.

Insurance: Prior to delivery of the leased assets, Lessee at its sole cost and expense, will provide all-inclusive physical damage and liability insurance in the joint names of the Lessee and Lessor, in amounts satisfactory to Lessor, and forward proof of said coverage to Lessor.

Title: Lessee shall be listed as owner and Lessor listed as lien holder on BMV title forms, and UCC filing documents I required. (Lessor will also hold a security interest in any lease escrow account established by the Lessee for this transaction).

Non-appropriation: The lease will contain a non-appropriation clause.

Confirmation: Lessee to confirm that anticipated total borrowings for 2022 year will not exceed Ten Million dollars (\$10,000,000.00), making the lease “Bank Qualified”.

Type of Lease: The lease shall be considered a Municipal Lease/Purchase by all parties. Lessee is a State or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986.

Advances / Deposits: If Lessor advances any deposits or pays any invoices prior to Delivery and Acceptance of the equipment by Lessee, interest will accrue at the above rate on said payments and be due at closing.

Legal Opinion: Leases greater than One Hundred Thousand dollars (\$100,000.00) require Lessee to provide an Opinion of Counsel. Said opinion must contain a statement that the lease represents a valid and binding obligation of the lessee and further that the lease is a “qualified tax exempt obligation” for the purposes of Section 265 (b) (3) (B) (ii) of the Internal Revenue Code of 1986, as amended.

Financial Data: Lessee will provide Androscoggin Bank with its most recent audited financial statement, current year’s budget, annual report, a copy of meeting minutes or Board order approving the transaction, and any other supporting data requested during the term of the lease.

Lease Rates: This Lease request will be closed within 60 days of the original proposal date, or the stated rate will be subject to change based on public sector rates then existing in the market.

Expiration: This lease proposal shall expire if not accepted by a duly qualified Lessee official by 5:00 PM on July 15, 2022.

Thank you for the opportunity to present this lease proposal for consideration. If you are in agreement with the terms of the proposal, please sign and return it. Should you have any questions regarding this proposal, please contact me at 207-330-0531.

Sincerely,



John Simko, Vice President
Government Finance

AWARD / ACKNOWLEDGEMENT:

This lease proposal is accepted and this financing is awarded to Androscoggin Bank.

_____ Date: _____
Name & Title

**Lease Amortization Schedule - Town of Old Orchard Beach
5 Year Lease- Sewer Jetter & Trailer**

Annual Rate 3.55%

	Start Date	Amount	Number	Period	End Date
Lease	7/20/2022	\$96,429.90	1		
Payment	7/20/2022	\$20,654.45	5	Annual	7/20/2026

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
7/20/2022	\$20,654.45		\$ 20,654.45	\$ 75,775.45
7/20/2023	\$ 20,654.45	\$ 2,690.03	\$ 17,964.42	\$ 57,811.04
7/20/2024	\$ 20,654.45	\$ 2,052.29	\$ 18,602.15	\$ 39,208.88
7/20/2025	\$ 20,654.45	\$ 1,391.92	\$ 19,262.53	\$ 19,946.35
7/20/2026	\$ 20,654.45	\$ 708.10	\$ 19,946.35	\$ -
<u>Totals</u>	<u>\$103,272.23</u>	<u>\$ 6,842.33</u>	<u>\$ 96,429.90</u>	

Agenda Item #7726

Discussion with Action: Move Richard Pelletier to a regular member of the Design Review Committee, term expires 12/31/2023.

Background:

During the Council meeting on June 21st, 2022, Mr. Pelletier was appointed to the Design Review Committee as an alternate member. After the meeting, it was brought to attention that the member seat Mr. Pelletier should be appointed to is that of regular member.

Motioned to Move by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 5-0

SPECIAL EVENT PERMITS – all permits are on file in Town Clerk’s Office

Agenda Item #7727

Discussion with Action: Approve the Special Event Permit application for Pier Leasing Co. to hold their Bikefest on Saturday, August 27th, 2022 from 10 a.m. to 10 p.m. with permission to close the square, except closure of the horseshoe, which must remain open for emergency vehicle access.

Motioned to Approve by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 5-0

Agenda Item #7728

Discussion with Action: Approve the Special Event Permit application for Pier Leasing Co. to hold a Jeepfest on Saturday, September 10th, 2022 from 10 a.m. to 10 p.m. with permission to close the square, except closure of the horseshoe, which must remain open for emergency vehicle access.

Motioned to Approve by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 5-0

Agenda Item #7729

Discussion with Action: Approve the Special Event Permit for the Community-Friendly-Connection to hold a Fall Festival on Saturday, September 24th, 2022 from 11:00 a.m. to 4:00 p.m with closure of First St. from Staples St. to Heath St. beginning at 2am on Saturday, September 24th. Memorial Park take-down by Sunday, September 25th, no later than 4 p.m. (Rain date for event will be Sunday, September 25th, same times & Memorial Park take-down by Monday, September 26th, no later than 4pm.)

Motioned to Approve by: Councilor Mead

Seconded by: Councilor Reid

Vote: 5-0

Agenda Item #7730

Discussion with Action: Accept the funds from the Gulf of Maine Research Institute (GMRI) in the amount of \$1,050.00 to account #32204-40327 Community-Friendly-Connection Grant Revenue and Authorize the Town Manager/Finance Director to enter into agreement with GMRI for the purpose of creating pollinator gardens within the Community Gardens.

Background:

The Community-Friendly-Connection, along with RSU23 and the Conservation Commission, will be working in collaboration to create pollinator gardens within the Old Orchard Beach Community Gardens. The effort will bring together individuals with interests in ecological health and maintenance as well as provide an educational resource for the Old Orchard Beach school-aged youth.

(see attached award letter)

Motioned to Accept Funds by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 5-0



AGREEMENT 30-NASARS-21-OOB BETWEEN

Gulf of Maine Research Institute

and

Town of Old Orchard Beach

This Agreement, effective as of the 23rd day of June 2022, is made by and between the Gulf of Maine Research Institute ("GMRI"), an organization having its principal place of business at 350 Commercial Street, Portland, Maine, 04101 and Town of Old Orchard Beach ("Consultant"), located at 1 Portland Avenue, Old Orchard Beach, Maine, 04064.

Whereas, GMRI desires to engage Consultant for the performance of certain services for GMRI as further described herein;

Whereas, GMRI has project funding to support these activities of the 30-NASARS-21 project; and

Whereas, the Parties desire for Consultant to perform such services for GMRI in support of the project.

Now therefore, in consideration of the terms and condition contained herein and other good and valuable consideration, the parties agree as follows:

1. **Services:** GMRI hereby retains the Consultant to provide services (the "Services") mutually agreed to and incorporated herein and attached hereto as Exhibit A – Statement of Work.
2. **Period of Performance:** The period of performance for the Services is 07/01/2022 to 06/30/2023. Expenditures incurred prior to or after the period of performance are not reimbursable costs. The period of performance may be altered upon mutual written agreement of the parties.
3. **Termination:** Either party may terminate this Agreement in the event of a material breach of any provision of this Agreement, if the breaching party fails to cure said breach within thirty (30) days after written notice thereof. GMRI may terminate this Agreement, in whole or in part, without cause and without penalty by providing at least five (5) days prior written notice.
4. **Payment:** For the Services, reports or other items to be delivered hereunder, GMRI shall pay a fixed fee to Consultant in the amount of one thousand and fifty dollars (\$1,050.00), payable as follows: \$1,050.00 to be issued upon execution of the agreement.

Unless otherwise specifically contemplated in this Agreement, Consultant will be solely and exclusively responsible for payment of any and all state, federal and international taxes, withholding, benefits payments or other payments related to Consultant's or Consultant's personnel's receipt of compensation and performance of Services under this Agreement. Consultant will invoice GMRI for sales, use or similar taxes payable by buyers of services, if any.

5. **Invoices:** Invoices submitted by Consultant to GMRI will be rendered in accordance with the requirements herein and GMRI's procedural needs communicated in advance to Consultant. Unless disputed by GMRI in good faith, all Fees will be payable within thirty (30) days of the date the applicable invoice is received, in accordance with GMRI's standard accounts payable policies for such Services. Invoices shall provide sufficient detail such that GMRI can identify the Services performed and the Work Product provided, including the number of hours spent performing the

Services. Consultant shall reference the Agreement number set forth above on all invoices and send the invoices electronically to AccountsPayable@gmri.org (with cc to bbenton@gmri.org).

6. **Independent Contractor:** The Consultant acknowledges that he/she is an independent contractor and not an employee of the GMRI. As such, the Consultant shall have no claim against the GMRI for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment benefits or employment benefits of any kind. The Consultant shall not represent him/herself to any third party as being an employee of the GMRI.
7. **Force Majeure/Cancellation.** Neither party shall be considered in default if unable to meet the responsibilities of this Agreement because of any Act of God, riots, epidemics, strikes, any act or order of public authority or any other legitimate cause beyond the control of either Party. If such acts of conditions occur, neither party is liable for any damages which the other party, its agents, or representatives might suffer.
8. **Debarment.** By acceptance of this Agreement, the Consultant certifies that neither it, not its principals, if any, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. **Sexual Harassment.** As per Federal Title VII and the Maine Human Rights Act, both GMRI and the Consultant will maintain a zero-tolerance policy regarding sexual harassment by any individual. Violation of this policy by employees of GMRI or the Consultant is grounds for disciplinary action and termination of the Agreement with the Speaker.
10. **Governing Law.** This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Maine. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The cost of arbitrator(s) shall be divided equally by the parties. The place of arbitration shall be Portland, Maine.
11. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties related to the subject matter hereof and supersedes any previous understandings or agreements, written or oral, between Consultant and GMRI. This Agreement may be modified only an Amendment in writing and signed by both parties.
12. **Severability.** The provisions of this Agreement are deemed by the parties to be severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement will not affect the validity or enforceability of any other provision.

13. **Notices.**

Communications concerning performance and payment will be directed to:

Jordan Miles
Finance Director
Town of Old Orchard Beach
1 Portland Ave
Old Orchard Beach ME 04064

Communications concerning contractual and administrative aspects of this Agreement will be directed to GMRI at the following address:

Will Brewer
Gulf of Maine Research Institute
350 Commercial Street
Portland, ME 04101
wbrewer@gmri.org

Communications concerning performance of this Agreement will be directed to GMRI's Project Manager at the following address:

Leigh Peake
Gulf of Maine Research Institute
350 Commercial Street
Portland, ME 04101
lpeake@gmri.or

The parties to this Agreement signify their acceptance through signature below.

Gulf of Maine Research Institute

Town of Old Orchard Beach

(Signature and Date)

(Signature and Date)

Name and Title:

Name and Title:

Lisa Janicki

Jordan Miles

Director Sponsored Projects Office

Finance Director

Exhibit A – Statement of Work

Funds will be provided to Consultant to finance materials for the creation of two pollinator gardens in public spaces in Old Orchard Beach. Student activities and community events involving these pollinator gardens will expands school-community connections in town by reaching children through the public library, rec department, and schools.

Supplies Requested:

40 Plants for two gardens x \$10 per plant average	\$400.00
15 Plants for observation at library x \$10 per plant average	\$150.00
Pavers - \$100 x 2 gardens	\$200.00
Soil & delivery -\$150 x 2 gardens	\$300.00
Total Costs	\$1,050.00

Exhibit B – Payment & Deliverable Schedule

Total payment amount \$1,050 will be issued within 15 days of signed agreement.

Agenda Item #7731

Discussion with Action: Re-appoint Dimitri Baumann as Deputy Code Enforcement Officer, and Deputy Licensed Plumbing Inspector; Rodney Belanger as Deputy Code Enforcement Officer, Deputy Electrical Inspector and Deputy Licensed Plumbing Inspector, and appoint Jim Butler as a Deputy Code Enforcement Officer, Deputy Electrical Inspector and Deputy Licensed Plumbing Inspector, terms to expire 07/01/2023.

Background:

(Certificates are on file with Human Resources)

Motioned to Re-appoint by: Councilor Reid

Seconded by: Councilor Tousignant

Vote: 5-0

Chair O'Neill made note for those interested in history to Google Search the OOB Apple paper - publication 1976.

Councilor Tousignant commented on few statements from Mr. Quinn from Good & Welfare. The general public should know that Council did their part. He felt that Council was "thrown under the bus" and that the public was told to go to Council with their complaints re: the business license increase. Vice-Chair Blow wanted it noted that the \$500 fee was for two years (i.e. \$250/yr) Chair O'Neill noted to have all the fees as one. Vice Chair Blow noted that the reason for the two year increment was to lessen the burden on Staff due to the large volume. Chair O'Neill noted there was a workshop to review all fees. Due to the increase on business licensing fees, the workshop was delayed to allow for adjustment. Workshop to occur in the spring.

Motioned to Adjourn by: Councilor Tousignant

Seconded by: Vice-Chair Blow

Vote: 5-0

**Adjournment of the regular meeting of the Old Orchard Beach Town
@7:49pm on Tuesday, July, 26th, 2022.**