



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 – Meeting Minutes

Regular Meeting *followed by* Executive Session

Tuesday, June 21st, 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 logging onto townhallstreams.com/towns/oob_maine. FMI click on the Communications Tab @ www.oobmaine.com.*

ROLL CALL: Full Council Panel present. Chair O'Neill, Vice-Chair Blow, Councilor Reid, Councilor Mead, & Councilor Tousignant. Chair O'Neill made a request to move the last Agenda Item (7711) to the first item of new business. **Motioned by:** Councilor Mead. **Seconded by:** Councilor Reid. **Vote:** 5-0

ACKNOWLEDGEMENTS : Councilor Mead noted the retirement of twenty-two year Parking Enforcement Supervisor, Joseph Levasseur.

GOOD & WELFARE: Recreation Director Jason Webber - noted a few upcoming events sponsored by the Recreation Department including; All American Lighthouse Classic Tournament. Councilor Mead requested Mr. Webber share the Concert Series. Mr. Webber stated that Town Manager would be offering information regarding the Concert Series in her Town Manager Report.

Larry Mercier, JR - 1 Walnut Street; spoke to Council. Identified himself as retired military and working for the Small Business Association at the Federal level. He noted that he was a longtime business owner in Old Orchard Beach who finds the new business license renewal fee contradictory to the current workshop he attended. The fee increase is a burden to small business owners. He noted inconsistencies in the way the fees were issued (i.e., for decades). He noted that some businesses in Old Orchard Beach have only been paying as one business, instead of multiple business licenses. He respectfully requested Council reconsider the fee increases. Chair O'Neill stated that the inequities were being investigated.

ACCEPTANCE OF MINUTES

Accept the minutes for the Regular Council Meeting held on Tuesday, June 7th, 2022 and Council Workshop held on Tuesday, June 14th, 2022.

Motioned to Accept by: Councilor Reid **Seconded by:** Vice-Chair Blow **Vote:** 5-0

PUBLIC HEARING – LIQUOR LICENSE & APPROVAL:

Alejandra Herrera & Adriana Garcia: Paloma's, LLC, (306-4-4), 15 East Grand Avenue, m-s-v in a restaurant.

Chair opened the public hearing @ 6:43pm

Discussion: None

Motioned to Approve by: Councilor Reid

Seconded by: Vice-Chair Blow

Vote: 5-0

Chair closed the public hearing @ 6:44pm

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Definitive Brewing Company, LLC & High Tides Food Bar, (305-6-1-C), 32 East Grand Avenue, victualer’s w/prep w/alcohol.

Alejandra Herrera & Adriana Garcia: Paloma’s, LLC, (306-4-4), 15 East Grand Avenue, victualer’s w/prep w/alcohol

Ronald & Wendy Gaida, (310-6-1-21), 39 West Grand Avenue, Unit #210, one year round rental.

Stephen Voccola, (304-1-6), 65 East Grand Avenue, four year round rentals.

Peter Cricones & Carla Page: Shining Sea, LLC, (313-4-6), 10 Camp Comfort Avenue, 2 seasonal rentals.

Alex Kerbaugh, (313-2-2-4), 7 Bay Avenue, Unit #5, one seasonal rental.

Nazrin Dixon, (304-6-2-112), 70-72 East Grand Avenue, Unit #112, one year round rental.

Bryan Noyes, (206-9-7-8), 88 Saco Avenue, Unit #5, one year round rental.

Thomas Tibbetts, (305-3-9-10), 5 Boisvert Street, Unit #110A, one year round rental.

John Orthmann, (312-10-4), 9 Cedar Avenue, one year round rental.

Chair opened the public hearing @ 6:45pm

Discussion: None

Motioned to Approve by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 5-0

Chair closed the public hearing @ 6:46pm

TOWN MANAGER REPORT

NEW BUSINESS:

Agenda Item #7693

Discussion with Action: Amend the Town of Old Orchard Beach Code of Ordinances, Ch. 78, Art. VI, Sec. 78-747 (1) i. *{This amendment proposes to Lodging Establishments in the DD2 Zoning District.}*

Background:

There was a public hearing held on Tuesday, June 7th, 2022. No public comments were received at that time.

(see attached amendments)

Motioned to Amend by: Councilor Tousignant

Seconded by: Vice-Chair Blow

Vote: 5-0

AMENDMENT TO CHAPTER 78, ARTICLE VI, SECTION 78-747 (1) i

Council – 5/17/22

Ordinance deletions are ~~struck~~. Ordinance additions are underlined

Sec. 78-747. - Permitted uses. Permitted uses in the downtown district 2 (DD-2) shall be classified as follows:

(1) *Primary uses.* Primary uses are as follows:

- i. ~~Hotels, motels,~~ Lodging Establishments and convention centers.

**TO: Old Orchard Beach Town Council
Diana Asanza, Town Manager
Jennifer Hayes, Executive Assistant**
FROM: Planning Staff
SUBJECT: DD2 Ordinance Amendments- Lodging Establishments
DATE: 17 May 2022

This item is a zoning ordinance amendment proposing to add “lodging establishment” as an allowed use in the DD2 Zoning District and remove “hotel” and “motel” (although, hotel and motel are not really removed- see below). The purpose of this amendment is to make bed and breakfast an allowed use in the DD2. Applicant is J. Peter Guidi Jr.

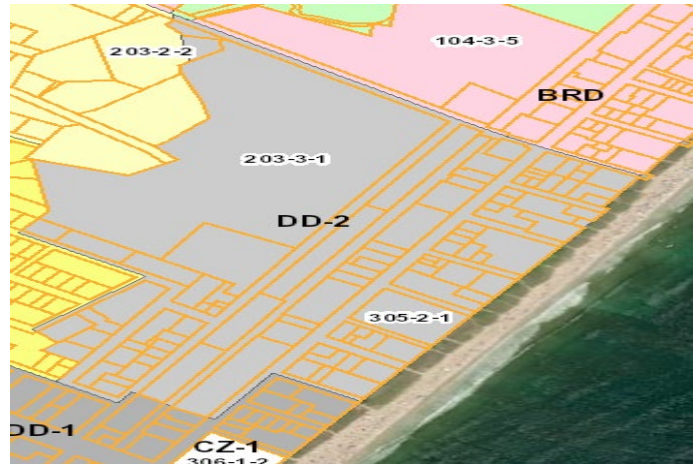
Currently, DD2 allows hotels and motels but not lodging establishments. A lodging establishment is defined as a hotel, motel, bed and breakfast establishment or inn. This amendment will allow bed and breakfast and inns while still allowing hotels and motels. So, hotels and motels are still allowed but now fall under the more inclusive lodging establishment use. Nothing will change in the administration of hotels and motels.

Current Zoning

The DD2 district is located in two areas of the downtown core along the ocean side and west side of East and West Grand Ave (see map below). DD2 district purpose:

“The downtown district 2 (DD-2) represents a natural expansion of the DD-1 district into adjacent underutilized parcels for the purpose of increasing the critical mass of commercial space and diversity of goods and services essential to provide for a strong local economy. Since the DD-2 district is both visually and functionally related to the traditional downtown, many of the same uses and design standards of the DD-1 district apply.”

There are a large number of allowed uses in this district, including uses that fit within the lodging establishment definition. Also, lodging establishments are already identified in DD2 ordinance as they have their own density calculation.



Existing Land Use

Existing land uses in the DD2 include a variety of nonresidential and residential uses. Lodging establishments are one of the most common uses. Other uses include retail, multi-family, single-family, restaurant, parking lots, public recreation.

Comp Plan

The adopted comprehensive plan identifies the DD2 as the General and Highway Business Districts (B-1) and Shoreland Business (SB). The comp plan states the objective of the General and Highway Business Districts is

to provide land for a variety of business developments. The objective of the SB is similar to the B-1 in that it allows a variety of businesses but also seeks to preserve shoreland areas.

Analysis

1. Current Zoning. If it was truly the intent to not allow lodging establishments, why are lodging establishments identified in the DD2 space and bulk density calculations and not just hotel and motel? It is just as easy to write hotels and motels as it is to write lodging establishments in the space and bulk table.

With hotels and motels already allowed, it makes little sense to exclude bed and breakfast establishments and inn's. If the current ordinance allowed B&B's and inn's and excluded hotels and motels, I think the argument could be made that allowing the inclusive lodging establishment use may not be the intent of the original ordinance writers because motels and hotels could introduce more impacts (e.g., traffic, impervious surface, higher occupancy). But the current ordinance does the opposite. With so many lodging uses already in existence and in an area where the use is appropriate, I cannot find a solid justification why B&B's and inn's should not be allowed alongside the already allowed hotels and motels.

2. Existing Land Use. Existing land uses in the DD2 include a variety lodging establishments. In my opinion, it's clear lodging establishments are consistent with existing land uses because this use exists in this district. In fact, it's one of the most common uses in this district.

3. Comp Plan. One of the primary tests for zoning ordinance amendments is its consistency with the adopted comprehensive plan. The comp plan identifies the location where the DD2 district exists as the General Highway and Business (B-1) district and the Shoreland Business (SB) district. Both comp plan districts encourage a variety of business uses and promotion of a tourist economy. I believe it's hard to argue that B&B's and inn's are uses that are counter to what the comp plan seeks to promote.

In regards to consistency with comp plan community goals and policies, we believe the ordinance amendment is supported by the following comp plan goals:

- *Directing growth within existing developed areas of town.* The DD2 is an existing developed area and allowing additional lodging uses will provide more options for growth in this area.
- *Encourage new year-round commercial and service uses, promote local job opportunities, provide year-round services.* B&B's and inn's could encourage more year-round use or extended season because they typically are more owner occupied when compared to motel and hotel.
- *Encourage private property owners to upgrade the physical appearance and condition of their property.* Multifamily properties provide a good base to create a B&B or inn. With some of the multifamily properties in a challenged condition, development into a B&B or inn could improve aesthetics.

Planning Board Action

The PB reviewed, held a public hearing and unanimously recommended the Council approve the amendment.

Agenda Item #7694

Discussion with Action: Cancel the regular meeting of the Old Orchard Beach Town Council on Tuesday, July 5th, 2022 in recognition of the July 4th holiday.

Motioned to Cancel by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 5-0

Agenda Item #7695

Discussion with Action: Approve the purchase of a LiftMaster Gate opener from Loading Dock Equipment of New England Inc. in the amount of \$5,142.50 from account #20131-50452 Operating Equipment Repair, with balance of \$5,142.50.

Background:

The current gate opener is 11 years old and no longer functioning properly and requires frequent maintenance to enable basic operation. This has caused the gate to be left open frequently in between repairs limiting security of the Police Department lot. The purchase of a new LiftMaster Gate Opener will work with the current LiftMaster System and be a more cost effective solution to the gate issues noted. Loading Dock Equipment of New England Inc. is the current vendor providing regular service and replacement parts for the unit.

See attached quote.

Motioned to Approve the purchase by: Vice-Chair Blow

Seconded by: Councilor Reid

Vote: 4-0; 1 abstain, Councilor Tousignant

Quote

**LOADING DOCK
EQUIPMENT OF NEW ENGLAND INC.
MATERIAL HANDLING SALES & SERVICE**

PH: 207-934-9492 FX: 207-934-4251
P.O. Box 235 · Old Orchard Beach, ME 04064-0235
Serving Maine, & New Hampshire

Phone	Date of Order
Order Taken By MIKE	Date Completed
DAY WORK	CONTRACT
EXTRA	
JOB NAME NUMBER	
JOB LOCATION	
P.O. verbal	

4/15/22, 2:05 PM

SL585105UL | Chain | Slide Gate Operator | Gate Operators | Gate Operator Systems | Products | LiftMaster Partner Portal



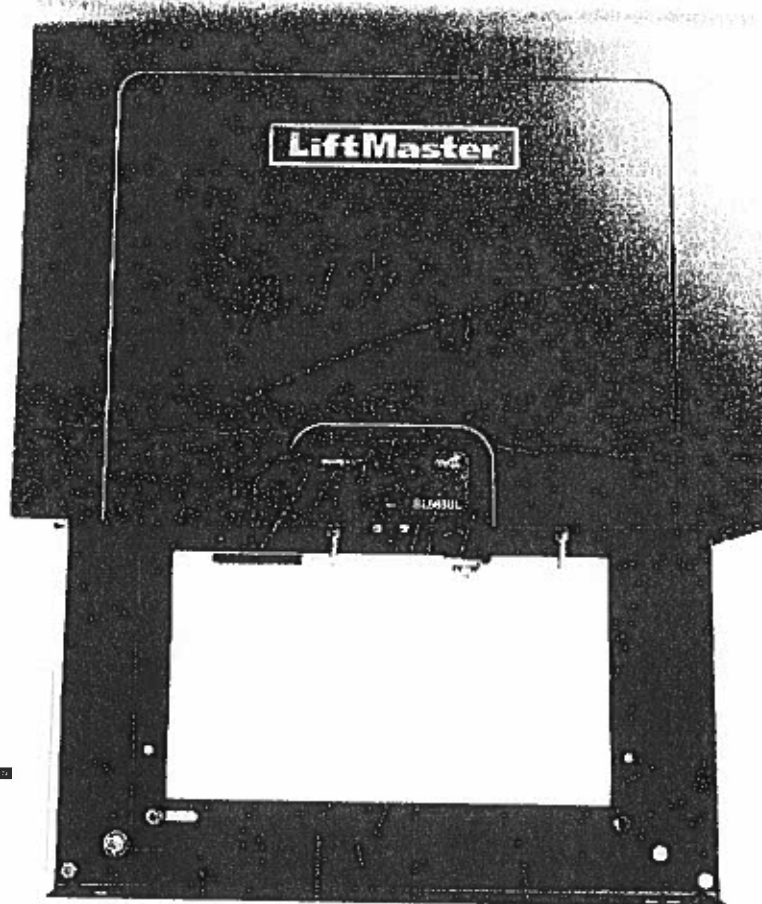
Quick Order

Search

O.O.B. P.P.

GATE OPERATOR

SL585UL



AC Heavy-Duty Industrial Slide Gate Operator for Commercial and Industrial Applications

Free Freight Program

[Learn more >](#)

Operator

SL585105UL - ~~1 HP 575 Volts, 3 Ph~~

1 HP 115V 1 Ph

Included Safety Devices: LMRRUL, S505AL

Additional Safety Devices for Purchase

Select 

\$5,142.50

List price; add to cart

Quantity Discount Program

Add 64 for a Quantity Discount.

0

64

1

[Add to Cart](#)

Description

Please note: If you would like to purchase the previous model number of this operator, please contact customer care 800-323-2276 to confirm if remaining inventory exists.

Agenda Item #7696

Discussion with Action: Accept the grant award from the Maine Community Foundation in the amount of \$6,466.00 to account # 30301-40318 Maine Community Foundation Grant Revenue for the Old Orchard Beach Skatepark expansion.

Background:

The Maine Community Foundation has approved the award of a \$6,466.00 grant to the Town of Old Orchard Beach for the OOB Skatepark expansion project. The grant is made from the York County Children's Aid Society Fund in the amount of \$4,080.00 and the York County Fund in the amount of \$2,386.00.

The Grant terms indicate that the funds must be used within 12 months after payment is issued. In addition, an online report to Maine Community Foundation (mainecf.org) is due by June 1, 2023.

Motioned to Accept Grant Award by: Councilor Mead

Seconded by: Councilor Reid w/discussion. Chair O'Neill congratulated Jason Webber for receiving the grant.

Vote: 5-0

Agenda #7697

Discussion with Action: Authorize the Town Manager to enter into a contract with Pillar Design Studios, LLC for the Skate Park Construction Phase II work, not to exceed \$116,740 from account number 51002-50837 Skate Park CIP account with a balance of \$68,697.42 which includes the FY 23 adopted appropriation, and \$31,466 from account number 30301-40318 Recreation Fund Maine Community Foundations Grant Revenue with a balance of \$31,466, and the balance of \$16,576.58 from the Recreation Special Revenue Fund with a unassigned fund balance of \$126,058.98.

Background:

The Town Council voted unanimously on May 1, 2018 to award a contract to Pillar Design, LLC to design and construct a cast-in-place concrete Skate Park, referred to as Phase 2 of the OOB Skatepark. The design and construction documents have been completed. The approved DEP drainage project is under construction by Gobeil Enterprise with anticipation to be completed by the end of the Summer '22. The project was approved at the October 19, 2021 Council meeting.

The final construction phase for the Skatepark will be completed by Pillar Design, LLC. The total construction turnkey cost is \$155,022.00, assuming the construction will start in the Fall of 2022.

With the estimated In-kind Earthworks and housing deduction of \$38,282.00, a turnkey not to exceed the contractual amount of \$116,740.00.

Motioned to Authorize by: Councilor Mead

Seconded by: Councilor Reid w/discussion. Councilor Mead noted his excitement for the skating community with the Town. He congratulated Jason Webber for his work over the years to bring the project to fruition. Councilor Mead questioned start date. Jason Webber stated preliminary possibility for Sept/Oct construction.

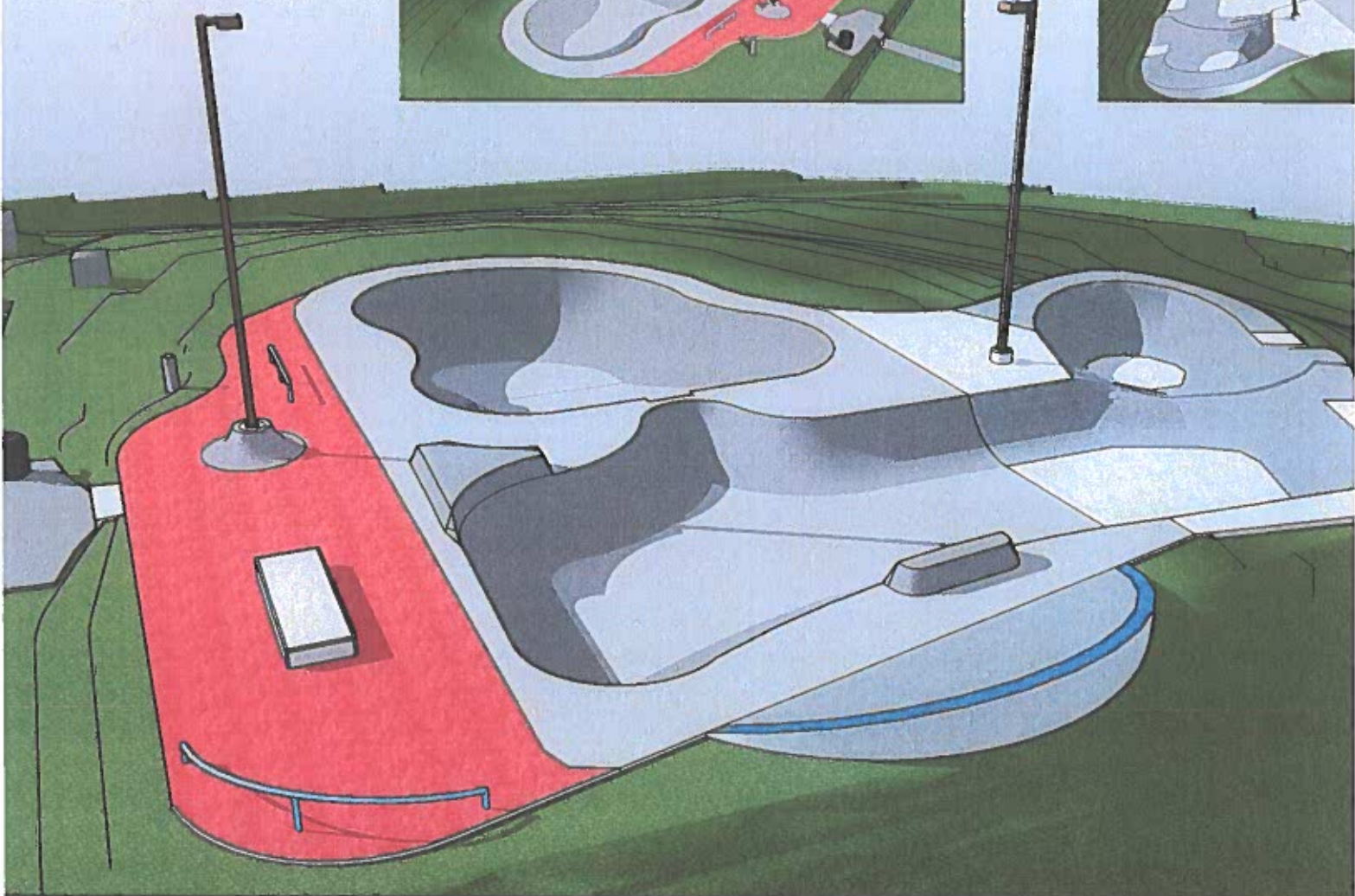
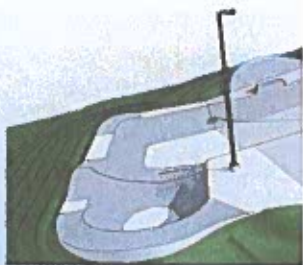
Vote: 5-0

Custom Concrete Skatepark Construction Outline and In-Kind Donations



- I. Preconstruction
 - 1. Location of underground utilities Survey of Site
 - 2. Surveying of site for initial grade and drainage work
 - 3. Geotech report
- II. Demolition and Earthwork
 - 1. Bobcat or skid steer loader
 - 2. Excavation equipment - Large/Medium/or Small
 - 3. Roller compactor
 - 4. Dozer or grading equipment
 - 5. Good fill for import
- III. Drainage
 - 1. Surveyor
 - 2. Piping and drain lines
 - 4. Sewer connections
 - 5. Excavation equipment
- IV. Rough Excavation and Coping Placement
 - 1. Surveyor
 - 2. Rebar (#5)
- VII. Cast in Place Work
 - 1. Surveyor
 - 2. Rebar (#4)
 - 3. Wood (2'x4'x16' spruce, 3/4" plywood, masonite)
 - 4. Concrete
- V. Shotcrete Work
 - 1. 185 cfm diesel trailer air compressor
 - 2. Mini-Excavator
 - 3. Bobcat or skid steer loader
 - 4. #3 Rebar
 - 5. Wood (2'x4'x16' spruce, 3/4" Plywood, masonite, 1'x10' pine/spruce, wooden landscaping stakes 12" and 18")
 - 6. Concrete
- VI. Flatwork
 - 1. #3 Rebar
 - 2. Wood (2'x4'x16' pieces, masonite)
 - 3. Concrete
 - 4. Boom type concrete pump

[DARK GRAY] \$60,000
#1 - [RED] \$25,000
#2 - [BLUE] \$15,000
#1 - [DARK GRAY]



SKATEPARK - PHASE II

OLD ORCHARD BEACH, MAINE



Old Orchard Beach Skatepark Addition

2019 Model					
Turnkey		InKind Deducts			
		C/G Topsoil	Import Fill	Housing	
Base Bid	\$ 76,544.40	\$ 2,080.00	\$ 4,800.00	\$ 6,600.00	
AA 1	\$ 13,755.00	\$ 156.00		\$ 1,150.00	
AA 2	\$ 31,948.80	\$ 650.00	\$ 500.00	\$ 2,700.00	
Total	\$ 122,248.20	\$ 2,886.00	\$ 5,300.00	\$ 10,450.00	Deducts Total \$ 18,636.00

Potential
Total \$ 103,612.20

2022 Model					
	Turnkey	Potential Deducts		Final Costs	
		Earthworks			Turnkey From Rough Grade to Completed Concrete Works
Base Bid	\$ 93,040.00	\$ 27,800.00		\$ 65,240.00	
AA 1	\$ 16,000.00	\$ -		\$ 16,000.00	
AA 2	\$ 38,600.00	\$ 3,100.00		\$ 35,500.00	
Total	\$ 147,640.00	Deducts Total \$ 30,900.00		\$ 116,740.00	Total

Potential
Total \$ 147,640.00

Does not include any imported soils, placement and compaction of soils to rough grading plan, any drainage or stormwater trenching and piping, Does not include any landscaping, bio retention works, not skatepark hardscaping or paving, seeding, materials testing, or any improvements or repairs to the existing skatepark facility.

Agenda Item #7698

Discussion with Action: Authorize the Town Manager to enter into an agreement for Municipal Solid Waste Collection services between Casella Waste, Inc. and the Town of Old Orchard Beach for three years commencing July 1, 2022, to continue with curbside solid waste collection services.

Background:

We have negotiated a contract renewal with Casella for the collection of municipal solid waste and single stream recycling. The renewal contract represents an 8% increase over their last contract which expires June 30, 2022. This increase reflects the inflation rates over the last 24 months where it went from 1.4% in 2020 to 8.8% in 2022.

Casella will continue to provide manual collection services for the next 12 months starting July 1, 2022, with the agreement that starting July 1, 2023, services will transition to automated collection services, which is where most municipal solid waste services are turning to because of labor costs, employee safety, and efficiency. After approval of this contract work will begin with Casella on the implementation of the new services.

See attached Casella Waste agreement

Motioned to Authorize by: Councilor Tousignant

Seconded by: Councilor Mead

Vote: 5-0

**TOWN OF OLD ORCHARD BEACH, MAINE
CONTRACT FOR MUNICIPAL SOLID WASTE and RECYCLABLES COLLECTION**

THIS AGREEMENT (the "Agreement") is made this _____ day of May, 2022, by and between the Town of Old Orchard Beach, Maine, a municipal corporation existing under the laws of the State of Maine and located in the County of York, State of Maine (hereinafter "Town"), and Pine Tree Waste, Inc., a Maine business corporation d/b/a Casella Waste Services (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the Town wishes to engage the Contractor to provide MSW and Recyclable Curbside Collection Service and the Contractor wishes to provide MSW and Recyclable Curbside Collection Service.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Town and the Contractor agree as follows:

1. Definitions:

- a. Town - shall mean the Town of Old Orchard Beach, a body corporate and politic of the State of Maine and shall include all streets and ways, and all buildings and improvements within the Town's boundaries, as set forth on an official map filed in the office of the Town Clerk.
- b. Recyclables - shall mean all that portion of MSW (defined below) that consists of materials that may be processed as recyclables according to ecomaine, as many be amended by ecomaine.
- c. Collection Day Route - shall mean the scheduled MSW (defined below) and recyclable collection patterned for any particular calendar day, provided said schedule has been pre-determined, by the Contractor and approved by the Town's Director of Public Works, in accordance with the terms and conditions of this Agreement. The Town reserves the right to make minor modifications to the collection routes, to increase efficiency, or to improve the level of service. Minor modifications will not affect the overall scope of the work or add to the collection costs.
- d. "Normal Collection Day(s) – shall mean Tuesday through Friday except for national holidays recognized and observed by selected Contractor.
- f. Storm Day for Town- shall mean any Normal Collection Day that is cancelled due to weather by the Town. Storm cancellations are made by 5:30 a.m. on the day of the event. Notification to Contractor and all media venues shall occur by 6:00 a.m. If there has been no notification, there is no cancellation/postponement. In the event of a storm day, all remaining collection days for that week will be pushed forward by one day. The Town will provide notice to its residents of the same as it deems appropriate.
- g. Municipal Solid Waste ("MSW") shall mean non-hazardous disposable household waste as further defined by Maine law.

2. For the duration of the Term, Contractor shall provide "MSW and Recyclable Curbside Collection Service" which is defined as follows: On each Normal Construction Day, other than a Storm Day for Town, the Contractor shall collect MSW and Recyclables along the applicable Collection Day Route and transport and deliver such materials to the Westbrook Transfer Station and Eco Maine facilities, respectively. All

fees payable to the Westbrook Transfer Station and Eco Maine facilities, and any replacement thereof, shall be paid directly by the Town. The Parties shall agree in writing on a Collection Day Route schedule for each Normal Collection Day.

3. MSW and Recyclables shall be placed at the curb, no later than 6:00 A.M., prevailing time, on the day of collection, and the Contractor shall not commence collections until that time. Collections shall end no later than 8:00 P.M., prevailing time.

4. The Contractor shall supply all equipment and labor required to complete the MSW and Recyclable Curbside Collection Service, with the exception of carts for collection. The Town shall supply each household with (2) 64 gallon carts per household, subject to pre-approval of cart style and specification by Contractor. With the exception of carts, the cost and expense of all the necessary labor, tools, and equipment required, to complete the MSW and Recyclable Curbside Collection Service is included in the Contractor's Fee, and the Contractor covenants that it shall perform as required pursuant to this Agreement, in return for payment of the Fee as provided herein.

5. Vehicles used for MSW and Recyclable Curbside Collection Service shall be vehicles designed and manufactured, for fully or semi-automated curbside collection compatible with the current carts that are being used and must be approved by the Town and shall have the capability of unloading at the Eco Maine and Westbrook Transfer Station facilities. Contractor shall take care to prevent MSW or recyclables and other litter from being deposited, or blown, from the collection hoppers into the travel way or environment and shall take and make payment for all actions necessary to remedy any such incidents.

No truck shall be emptied or partially emptied or load transferred in any street in the Town or in any other place within the Town's boundaries except the Eco Maine and Westbrook Transfer Station facilities, except as mutually agreed upon in writing; to the extent such an incident occurs Contractor shall take and make payment for all actions necessary to remedy any such incidents.

6. If Recyclables at any particular house are observed to be uncollectable, a tag shall be attached by the Contractor to the container, stating the reasons thereof.

7. The Contractor shall comply with all State and Federal Laws and Regulations and Town Ordinances, including, but not limited to, OSHA safety regulations, relating to the collection and transporting of recyclables, and Contractor shall require subcontractors

to abide accordingly. Any violation of law, either by the Contractor or its subcontractors, shall be the sole responsibility of the Contractor. The Contractor shall defend, indemnify and save harmless the Town, its agents, officers and employees, against all claims for violation of law, by the Contractor and all persons acting for, or on behalf of Contractor in the performance of this contract), however, in no event shall Contractor indemnify the Town, its agents, officers and employees, for claims to the extent due to the Town's negligent acts or intentional omissions.

8. When a holiday falls on a Normal Collection Day, all collection days will be pushed forward by one day in light of the holiday and will be noticed by the Town, in advance.

The Town, after consulting the Contractor, shall be responsible for placing newspaper advertisements notifying the public of the holiday collection schedule.

9. All customer service calls will be directed to the Contractor's Customer Service department. The Contractor shall address missed stops on the same day, unless it is too late in the day or it is clear that the resident missed the curbside 6:00 a.m. time.

10. The Town shall provide and deliver MSW and Recyclables containers to residences unless otherwise agreed.

11. The Contractor shall work with the Town to provide general education with regard to recycling and MSW collection. The parties shall cooperate accordingly.

12. The initial contract term ("Term") shall be a period of five years, running from July 1, 2022-June 30, 2027. Each period of time from July 1 – June 30 shall be a "Term Year". The Town may opt to renew the Term for one (1) additional three (3) year period, upon thirty (30) days advance notice to Contractor, and subject to mutual agreement of the parties, to be documented in writing.

13. For each Term Year, the Town shall pay the Contractor, the Fee for Contractor's full performance of all obligations under this Contract, including but not limited to provision of the MSW and Recyclable Curbside Collection Service.

Fee for First Term Year	
Four Hundred Seventy Three Thousand Four Hundred Sixty Three and No/100ths Dollars	(\$473,463)

At the completion of the first Term Year, the Fee shall increase on July 1 of each Term Year by the Consumer Price Index for Garbage and Trash Collection, CPI-U Northeast percentage change from the previous year, or 4%, whichever is greater.

Town shall make payment of the Fee as follows: 1/12 of the Fee shall be due and owing on the last day of each month in which the Contractor provides MSW and Recyclable Curbside Collection Service in accordance with this contract.

3
 14. At the end of each month, Contractor may assess and invoice Town a fee (the "Fuel Adjustor") to cover increases in Contractor's costs over the preceding month caused by increases in the cost of diesel fuel as follows: If the average price for diesel fuel as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index") or a successor index for the four weeks preceding the applicable month's end (the "Service Month Index Price") exceeds the a floor price of \$4.00 per gallon (the "Floor Price") . The Index can be found at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled "full history". The Fuel Adjustor will be made according to the following formula: $((\text{Service Month Index Price}-4.00)/4.00) (8.3\%) (\text{Monthly Fee}) = \text{Fuel Adjustor}$.

Town shall make payment of the undisputed portion of the Fuel Adjuster within 30 days of receipt of invoice.

15. [Reserved.]

16. Termination may occur as follows:

- Town may terminate if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should disregard laws, ordinances, or violate provisions of this Agreement, then the Town, without prejudice to any other right or remedy and after giving the Contractor, and its surety, seven (7) days written notice, terminate this Agreement.
- The Town may also elect to terminate with thirty (30) days written notice to Contractor, in the event that funds are not appropriated for an ensuing fiscal year of the Agreement. In that instance, the Contractor shall be paid for all work performed up to and including the date of termination.
- The parties may otherwise mutually agree in writing to terminate this Agreement.

17. The Contractor shall carry not less than the following levels of insurance at all times during the term of this Agreement: **Commercial General Liability**, to include products and completed operations, and blanket contractual. The limits of liability shall be in an amount not less than as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury	\$1,000,000
General Aggregate	\$2,000,000

Auto liability coverage per occurrence of not less than \$2,000,000 and an annual aggregate limit of \$2,000,000.

Contractor shall maintain an umbrella insurance policy providing coverage in excess of its primary commercial general liability, automobile liability and employer's liability policies in an amount not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

Contractor shall name the Town as an additional insured on the general liability and auto liability policies, including Umbrella policy, with respect to any liability arising out of the performance of the contract.

Workers' Compensation Insurance, the Contractor shall maintain and cause all subcontractors and lower-tier contractor's to maintain Workers' Compensation and Employers Liability, in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A: Statutory

Coverage B: \$100,000/\$500,000/\$100,000

During the Term of this Contract, Contractor shall maintain employer liability coverage with a limit of not less than \$1,000,000 per occurrence. Contractor waives all rights against the Town, including any right of or for subrogation, for damages to the extent covered by the employer liability policy required by this paragraph.

During the Term, Contractor shall ensure that all subcontractors maintain liability and other insurance as set forth in this Paragraph 17.

Upon the Town's request, Contractor shall promptly provide proof of insurance required by this Article to the satisfaction of the Town and copies of actual insurance policies for review by the Town.

18. The Contractor shall defend, indemnify and save harmless the Town, its agents, officers and employees, against all claims for injuries to persons or property (including death) ("claims"), to the extent arising out of Contractor's performance of this contract (and all persons acting for, or on behalf of Contractor's performance of this contract), however, in no event

4 shall Contractor indemnify the Town, its agents, officers and employees, for claims to the extent due to the Town's negligent acts or intentional omissions.

19. Neither party to the Agreement shall assign the Agreement or sublet it, as a whole, without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to it hereunder, without the previous written consent of the Town, provided that no consent shall be required should Contractor assign the Agreement or any sums due to its parent or affiliates.

20. The Contractor shall not sublet any part of this Agreement, without the written permission of the Town. The Contractor agrees that it is as fully responsible to the Town, for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

21. **Nothing in this Contract does, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.**

PINE TREE WASTE, INC.:

Witness:

By:

Title:

TOWN OF OLD ORCHARD BEACH:

Witness:

By:

Title:

5

Price Proposal

Automated Collection:

\$473,463/annually

**Price reflects first year of service (7/1/2022-6/30/2023)*

Terms:

- The proposed term is 5 years, commencing on July 1, 2022, with option to renew for 5-years upon mutual agreement.
- Due to the current back log of trucks/ equipment, labor challenges, and to avoid rental truck fees, if awarded the contract, Casella will continue to run manual collection for approximately 1 year.
- Upon termination of the Tri-County disposal Agreement through June 2025, Collection pricing is contingent upon MSW disposal continuing to go to Westbrook Transfer Station.
- Any change in the recycling disposal site, currently Eco Maine in Portland Maine, or MSW disposal site, currently Westbrook Transfer in Westbrook, Maine, will warrant a change in collection price.
- The Town will need to purchase two (2) 64-gallon cart per household designed for automated collection. It is estimated that there are 4,788 households, estimating carts will cost approximately \$625,000 - \$675,000 based on actual household count and 2022 cart pricing from manufacturer. It's important that cart specifications are pre - approved by Casella for compatibility with automated collection vehicles. Casella will help support the Town with coordinating cart vendor selection, distribution, inventory, etc.
- Consumer Price Index for Garbage and Trash Collection, CPI-U Northeast percentage change from the previous year, or 4%, whichever is greater. All line items shall be automatically adjusted based on the change in the monthly CPI in June of the prior year (CPI Old) and the average monthly CPI in June of the current year (CPI New).
$$\text{Rate Adjustment (\%)} = \frac{\text{CPI New} - \text{CPI Old}}{\text{CPI Old}}$$
- Mutually Agreeable Fuel Surcharge

Contractor may assess a fee (the "Fuel Adjustor") on a monthly basis to cover increases in Contractor's costs caused by increases in the cost of diesel fuel over a floor price of \$4.00 per gallon (the "Floor Price") based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index") or a successor index. Each month Contractor will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the "Service Month Index Price") exceeds the Floor Price." The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled "full history". The Fuel Adjustor will be made according to the following formula: $((\text{Service Month Index Price}-4.00)/4.00) (8.2\%) (\text{Monthly Fee}) = \text{Fuel Adjustor}$

Agenda Item #7699

Discussion with Action: Authorize the Town Manager to enter into a three-party agreement with Maine Department of Transportation (MEDOT) and the City of Saco for the purpose of an extended feasibility study to identify ways to improve safety, speed limit compliance and economic development on the transition 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”) for all transportation modes, with an estimated local share of 40% or \$48,000.00, from account #50002-50506 Public Works Road Maintenance CIP, with a balance of \$471,808.73.

Background:

The project continues the “Halfway Intersection” traffic study completed last year in response to Council’s recommendation and feedback. Council requested a more comprehensive study that would include the transition from the I-195 corridor along Ocean Park Road to the Halfway Intersection, including the intersection at Smithwheel Road, to address the safety and high-speed concerns.

The Town approached the City of Saco, and ME DOT about conducting the comprehensive study and the three-party agreement is the result of the collaborative effort to issue an RFP.

The estimated cost of the study is \$120,000, and 50% will be paid by ME DOT, 40% from Old Orchard Beach, and 10% from Saco. Most of the study takes place in Old Orchard Beach.

See attached MEDOT agreement.

Motioned to Authorize by: Councilor Reid

Seconded by: Councilor Mead w/discussion. Town Manager Asanza stated that she had been working on this agreement with Saco and DEP. The RFP went out with a due date of July 8th, 2022. The study is intended to take place during a high traffic flow (i.e., summer months). Vice-Chair Blow stated that when the item first came up he did not find it prudent to focus just on the Halfway. However, acknowledged the increase in the traffic flow and improvements along the entire length of the roadway. Councilor Mead stated he appreciated the push from Town Manager to keep this project moving forward.

Vote: 5-0



**MAINE DEPARTMENT OF TRANSPORTATION
THREE-PARTY PLANNING PARTNERSHIP INITIATIVE AGREEMENT
FOR OLD ORCHARD BEACH AND SACO I-195 TRANSITION STUDY**

(Payable)

(For MaineDOT Use Only)

Study Location: <u>Old Orchard Beach/ Saco</u>	Estimated Project Amount: <u>\$120,000.00</u>
WIN: <u>026660.00</u>	Agreement Payable Amount: <u>\$60,000.00</u>
Agreement Begin Date: _____	Municipality Vendor Number: <u>VC1000069554</u>
Agreement End Date: <u>June 30, 2024</u>	

This Agreement (**Agreement**) is entered into by the State of Maine Department of Transportation (**MaineDOT**), the Town of Old Orchard Beach (**Town**) and the City of Saco (**City**), jointly hereinafter referred to as the “**Parties**”.

Whereas, the Town approached the City and MaineDOT about conducting a study that seeks to improve safety and accessibility while supporting economic development (the “**Study**”); and,

Whereas, the Study encompasses a defined area (the “**Study Area**”) and a scope of work (the “**Work**”) that is more particularly described in in attached Appendix A; and,

Whereas, the Study is a collaborative effort between the Parties; and,

Whereas, the Parties have a mutual interest in ensuring that the results of the Study are delivered on a reasonable schedule and within the budget programmed, using a process that maximizes communication and cooperation; and,

Whereas, the purpose of this Agreement is to identify the Parties’ responsibilities during the performance of the Study; and,

Whereas, the completion of the Study does not obligate any Party to fund any future capital improvements to implement the recommendations of the Study; and,

Whereas, this Agreement shall become effective on the date last signed and that date shall constitute the earliest date for which work may commence. This Agreement expires on the Agreement End Date above and the Work cannot continue after the expiration date without a written modification in place to extend the Agreement.

NOW THEREFORE, in consideration of the forgoing, the Parties hereby establish and agree to the following terms and conditions:

The following attachments are hereby incorporated into this Agreement:

- Appendix A – Scope of Work
- Appendix B – MaineDOT Standards to be used in Soliciting Proposals for I-195/ Ocean Park Road Transition Safety and Economic Development Improvements

1. Cost

The Parties agree to share in the funding of the Study up to a maximum amount of \$120,000.00 unless otherwise negotiated by mutual agreement of the Parties, in accordance with the table below:

MaineDOT Share	OOB Share	Saco Share	Maximum Study Amount
50%	40%	10%	
\$60,000.00	\$48,000.00	\$12,000.00	\$120,000.00

- A. The Work cannot begin until authorized by MaineDOT.
- B. If the actual cost of the Study is less than the Agreement Maximum amount, the share amounts owed will be in accordance with the percentages stated above.
- C. Any changes to the financial commitments set forth above must be in writing and approved by the Parties.
- D. If the cost of the Study exceeds \$120,000.00, those costs above \$120,000.00 will be borne by the Town (80%) and City (20%) unless otherwise agreed upon by the Parties.

2. The Town shall:

- A. Agree that any future capital project resulting from this study will include a local share (municipal, private, or other non-federal share).
- B. Fund the Study costs in accordance with the Cost section of this Agreement.
- C. Lead the Study in a timely professional manner in accordance with all applicable state and federal requirements.
- D. Be the sole administrator of the Study contract(s) and pay up front all costs, subject to cost sharing.
- E. Appoint a project manager (the "Project Manager") who shall be certified or make a reasonable effort to become certified in MaineDOT's Local Project Administration process. This Project Manager will be the primary point of contact with the City and MaineDOT.
- F. Hire a qualified consultant to perform the Work utilizing an advertised Request for Proposals (RFP) process conducted in accordance with requirements associated with MaineDOT's Local Project Administration Manual and its consultant contracting procurement process.
- G. Introduce the Study as a locally requested and sponsored effort at all public involvement efforts associated with the Study.
- H. Lead all public and media inquiries.
- I. Provide meeting space, audio visual aids, etc., during public meetings associated with the Study.
- J. Invoice the City and MaineDOT monthly for reimbursement based on Study progress with invoices submitted on the Municipality's letterhead and referencing the WIN, Contract, and CSN numbers set out on page one of this Agreement.
- K. Provide supporting documentation with these invoices which will include but is not limited to:
 - 1) A monthly progress report that will be used to keep the City and MaineDOT Project Managers informed of the Work performed since the last invoice; information will include but is not limited to:
 - 2) An estimate of the Work completed since the prior invoice.
 - 3) Any information needed from the City and MaineDOT to complete the Study and avoid delays.
 - 4) A description of anticipated problems and possible solutions.
 - 5) Copies of the invoices from the consultant for which the Municipality seeks reimbursement.
- L. Consult with City and MaineDOT before making any changes to the Scope of Work for the Study.
- M. Ensure the Study is completed in accordance with the Scope of Work and State and Federal laws and regulations.

3. The City shall:

- A. Agree that any future capital project resulting from this study will include a local share (municipal, private, or other non-federal share).
- B. Fund the Study costs in accordance with the Cost section of this Agreement.
- C. Appoint a project manager who shall be the primary point of contact for the Study.
- D. Proactively participate in all Study meetings.
- E. Provide planning, regulatory, and engineering input and guidance to the Municipality and the successful consultant.
- F. Make all invoice payments within 30 days from receipt of an acceptable invoice.

4. MaineDOT shall:

- A. Fund the Study in accordance with the Cost section of this Agreement.
- B. Appoint a project manager who shall be the primary point of contact for the Study.
- C. Proactively participate in all Study meetings.
- D. Provide planning, regulatory, and engineering input and guidance to the City, Town and the successful consultant.
- E. Make all invoice payments within 30 days from receipt of an acceptable invoice.

5. Parties shall:

- A. Cooperate in evaluating RFP responses from qualified consultants and in the consultant selection process.
- B. Actively participate in the Study.
- C. Ensure that any build alternative(s) that are an outcome of the Study conform to all appropriate state and/ or federal standards.
- D. Hereby acknowledge that participating in this Study does not constitute a commitment by any of the Parties to participate in any future projects recommended by the Study or to incur any operational or capital costs.

6. 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
16 State House Station
Augusta, ME 04333-0016
Attn.: Martin Rooney
Email: martin.rooney@maine.gov

Old Orchard Beach: Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064
Attn.: Chris White
Email: cwhite@oobmaine.com

Saco: City of Saco
300 Main Street
Saco, ME 04072
Attn.: Patrick Fox
Email: pfox@sacomaine.org

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

7. Entire Agreement

This Agreement represents the entire agreement between the parties. Any modification of this Agreement must be in writing and signed by both of the Parties to be effective.

8. Set-Off Rights

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's option to withhold for the purposes of set-off monies due the City and the Town under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, any other Agreement, any other Contract with any State Department or Agency, including any Contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State for any other 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.

9. Non-Appropriation

Anything herein to the contrary notwithstanding, the City and the Town acknowledge and agree that although the execution of this agreement by the 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, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.

10. Indemnification

The Municipalities agreement with the successful proposer will include language stating the successful proposer will indemnify and hold MaineDOT harmless, their agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the successful proposer, its 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.

11. Termination

Any Party may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the other Party and in no event, shall any such action be deemed a breach of contract. Upon termination, all Parties will be responsible to pay their share of Study costs incurred at the time of termination. Postponement, suspension, abandonment or termination may be taken by MaineDOT for any reason that jeopardizes the public interest or specifically as the result of a failure by the City and/or the Town to perform any material obligation under this Agreement, to the satisfaction of MaineDOT.

IN WITNESS WHERE OF, the Parties, for itself, its successors and assigns, hereby execute this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Agreement Documents.

_____ Date _____ |

Diana Asanza, Manager
Town of Old Orchard Beach

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.

_____ Date _____ |

Bryan Kaenrath, City Administrator
City of Saco

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.

_____ Date _____ |

Dale Doughty, Director, Bureau of Planning
Maine Department of Transportation

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.

Appendix A – Scope of Work

Town of Old Orchard Beach/ City of Saco I-195/ Ocean Park Road Transition Safety and Economic Development Improvements

Introduction

The Town of Old Orchard Beach, City of Saco and the Maine Department of Transportation (MaineDOT) are conducting a feasibility study to identify ways to improve safety, speed limit compliance and economic development on the transition of I-195 along Ocean Park Road to the Ocean Park, Saco Avenue, Temple Avenue, Old Salt Road and Old Orchard Road intersection for all transportation modes. The study will also evaluate safety, Level of Service and long-term improvements of the Main Street and Route 5 intersection in Saco. The study will include an evaluation of reasonable transportation alternatives including but not limited to a roundabout where controlled access ends on I-195 and a signalized intersection at Smithwheel Road. This study does not include a comprehensive evaluation of the Ocean Park, Saco Avenue, Temple Avenue, Old Salt Road and Old Orchard Road intersection but should assess how corridor recommendations would correspond to recommendations to the Half-Way Intersection Study recommendations from a study completed in Fall 2021. This study will include active transportation deficiencies and needs within the study area. The study area includes an independent analysis of the Main Street/ Route 5 Intersection in Saco but is otherwise limited to Ocean Park Road Transition from I-195 to the Halfway Intersection.

Task 1 – Project Coordination and Meetings

The consultant will work closely with the project team throughout all phases of the project and the completion of the scope of services. The consultant will conduct up to four meetings with the study team consisting of representatives from Old Orchard Beach, Saco and MaineDOT. At a minimum, the kick-off meeting should accomplish the following:

- 1) Identify and understand local issues, economic development opportunities, relevant state, and local regulatory requirements.
- 2) Finalize the project schedule and scope of work.
- 3) Identify data needs and gaps, and previous related study efforts in order to develop a plan and schedule to gather additional data to complete this study.
- 4) Identify at least a preliminary range of alternatives to be evaluated.
- 5) Draft a preliminary study purpose and need.

The consultant team's proposal should include an approach to effectively inform and solicit feedback from the public and other stakeholders throughout the process. The consultant should plan for up to two public meetings and one Town or City Council Meeting in both Old Orchard Beach and Saco in addition to the regular project team meetings to keep the team informed throughout the project.

Deliverable: Project Kick off meeting, regular project team meetings, up to 2 public meetings and up to 2 local elected official meetings including documentation such as meeting minutes, presentation materials, etc. for all meetings.

Task 2 – Assess Available Data and Current Conditions

The consultant team will review available information and previous planning documents provided by Old Orchard Beach, Saco and MaineDOT. Information includes, but will not be limited to, the following:

- 1) Local Comprehensive Plan(s).
- 2) Halfway Intersection Report.
- 3) Available transportation data including crash history and traffic counts.
- 4) Other relevant reports, studies, and policies.
- 5) Desktop screening of environmental conditions to identify known environmental resources in the study area.

Deliverable: Technical memorandum on existing conditions.

Task 3 – Assessment of Future Scenarios and Improvement Alternatives

The consultant team will evaluate future traffic volume based on traditional growth forecasts and take known development and land use changes underway into account. It will include:

- 1) A 2045 forecast of traffic volumes in the study area, based on historical traffic data and available MaineDOT traffic forecasts.
- 2) Evaluation of alternatives to improve safety and speed limit compliance while facilitating economic growth, including but not limited to the following:
 - a. A roundabout at the connection between I-195, Route 5 and Ocean Park Road.
 - b. An independent analysis of the safety cost/benefits of a traffic signal and /or restricting movements at Smithwheel Road.
 - c. Evaluation of safety, Level of Service and long-term improvements of the Main Street and Route 5 intersection in Saco.
 - d. Access management improvements / restrictions.
 - e. Signage / wayfinding improvements, including locations for overhead signage.
 - f. Bicycle and pedestrian safety.
 - g. Recommendations should include planning level cost estimates, benefit/ cost assessment and a narrative discussing any potential implementation issues such as challenges associated with local, state and regulatory requirements.
- 3) Analysis will include predicted change in mobility and crash rates and a benefit cost analysis for each alternative.
- 4) Analysis of geography
- 5) Evaluation of existing right-of-way ownership
- 6) Evaluation of stream crossings and wetland information
- 7) Identify and assess baseline environmental data including, but not limited to, the following:
 - a. Registered historic properties.
 - b. Public parks and recreation areas.
 - c. Wetlands.
 - d. Endangered species such as bald eagle nests.

Deliverable: Matrix depicting alternatives and technical memorandum.

Task 4 – Draft Feasibility Report and Recommendations

The consultant will prepare a draft report with segments for implementation and project phasing where applicable. The consultant will prepare a detailed report documenting the feasibility and potential for improvements as well as the evaluation of any alternatives not moving forward as recommendations. It will include a detailed cost estimate including estimates for additional environmental analysis, right-of-way, construction, and construction engineering.

Deliverable: Draft Feasibility Report including detailed cost estimating showing cost for any additional environmental analysis, preliminary engineering, right-of-way construction and construction engineering. The report will include concepts on latest available aerials.

Task 5 – Develop Final Report

The Consultant will create a final narrative report documenting the project and including conceptual plans, profiles, and cost estimates. The report should provide an understanding of the steps required to move the project through the design and permitting phases and onto construction. The report should identify proposed improvements, resolve any environmental permitting issues, provide an appropriate location for the projects and an estimate of construction costs, and identify ROW issues.

Deliverable: Final Report

APPENDIX B

MaineDOT Standards to be used in Soliciting Proposals for I-195/ Ocean Park Road Transition Safety and Economic Development Improvements

Any Transportation improvements would need to meet the following conditions, if applicable:

- 1) All design features must reflect MaineDOT design guidance for Highway Corridor Priorities (HCPs).
- 2) All capacity, queuing, and level-of-service analyses will be done in accordance with the 2010 Highway Capacity Manual (HCM) methodologies. Signalized and stop sign controlled intersections will be modeled using the latest version of Synchro/SimTraffic. Computer modeling showing impacts of queuing and level of service will be provided to MaineDOT.
- 3) The design hour volumes will be based on estimated 30th highest hourly volumes for the design year.
- 4) Design year traffic estimates will be 2040.
- 5) Design speed – match existing posted speed.
- 6) Clear zone – per corridor priority 3 standards.
- 7) Side slopes 4:1 or flatter or as approved by MaineDOT.
- 8) Safety analysis of any proposed design will include an inventory of existing crashes, a prediction of crashes with the proposed design, and a comparative evaluation. Crash analysis will be based on the most recent five years of data available from MaineDOT. Safety analysis will generally follow Highway Safety Manual methodologies.
- 9) Drainage – needs to match into surrounding drainage structures.
- 10) Signing shall be in accordance with MUTCD (including potential changes to existing overhead signage in the area).
- 11) Any proposed lighting shall meet minimum AASHTO light levels.
- 12) The Design Vehicle for the major intersections shall be a WB-67, all other intersection shall be for a bus/fire truck.
- 13) Any new traffic signal recommendations must be accompanied by a warrant analysis justifying the recommendation.

Agenda Item #7700

Discussion with Action: Approve the proposal from Portland Pump Company to repair the heating oil tank pad by removing, disposing and replacing the 6' X 14' tank pad, a spill bucket and manhole cover in the amount of \$12,648.00, from account number 51002-50842 Town Hall Capital Improvements account with a balance of \$288,032.90.

Background:

See attached Council Memo and Proposal

Motioned to Approve by: Councilor Reid

Seconded by: Vice-Chair Blow **w/discussion.** Vice-Chair questioned if the company was paying for all or part of this item? Town Manager responded that the Town has received the insurance claim yet. Vice-Chair Blow questioned if this item would hamper the settlement with the insurance company. Town Manager noted that it would not and that the adjuster would be out before the work began.

Vote: 5-0

Old Orchard Beach MAINE

June 16, 2022

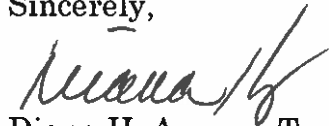
To: Town Council Members
From: Diana H. Asanza, Town Manager
Re: Repairs to the Town Hall heating oil fuel tank pad
CC: Chris White, Director of Wastewater and Public Works

I received a proposal from the Portland Pump Company for the excavation, and replacement of the damaged concrete pad and manhole cover for the underground heating oil tanks. The tanks are located in the lower-level parking lot, and the concrete pad and manhole cover has been deteriorating over the years. The concrete pad has been disintegrating and the manhole cover has rusted through. Recently the company that performed the work to replace the Town Hall roof drove their lift truck over the manhole cover that was rusted through and caused it to collapse further. The tanks are in good shape and will not be replaced based on the Portland Pump's review of the site. The proposal does not include paving of the area therefore, after the work has been completed, Public Works will schedule paving of the area.

In the meantime, we have filed an insurance claim on the damage and are waiting on the results of the claim, however this must be fixed as soon as possible to avoid further damage or injury.

I am recommending Portland Pump Company to perform the repairs as soon as possible after approval from Town Council.

Sincerely,



Diana H. Asanza, Town Manager

Office of the Town Manager | One Portland Avenue | Old Orchard Beach, Maine 04064

Phone: (207)937-5626 | Fax: (207) 934-0755 | dasanza@oobmaine.com



PORTLAND PUMP COMPANY
Petroleum Facility Services

Proposal: 40092A

May 10, 2022

To: Michael Casasanto
 Town of Old Orchard
 1 Portland Ave.
 Old Orchard Beech, Me 04064

*TANK REPLACEMENT
 NOT INCLUDED*

From: Charles Wilson Stephen Redmond Rik Jordan
 Portland Pump Company

Location:

Project Summary: Remove, dispose of, and replace 6'x14' tank pad, (1)-15-gallon spill bucket, (1)-18" manhole and (1)-42" manhole. See scope detail below.
PAVING NOT INCLUDED.

Proposal Total: \$ 12,648

Portland Pump Company (PPC) is pleased to submit this proposal subject to terms, conditions and exclusions noted. The scope is to furnish (unless noted) and install the equipment listed and to provide the following services:

<u>Section</u>	<u>Description</u>
1. Permits:	a. Application for the Maine DEP Underground Fuel Tank Project Permit by PPC. b. DigSafe and Ok-to-Dig permits by PPC.
2. Site Preparation:	a. Install temporary fencing and/or barricades around construction area. b. Remove drop tube, adapter, and cap and set aside.
3. Demolition:	a. Excavate and remove the tank top concrete pad. b. <i>Demolition of concrete dispenser and tank pad is based on being no thicker than 8". If concrete is found to be thicker this will be considered extra work and the price adjusted according to the thickness of concrete and length of delay.</i>
4. Piping System:	(1)-Emco Wheaton 15-gallon double wall overspill container. (1)-OPW 4" overfill valve. (1)-4" swivel adapter and cap.
5. Concrete Pads:	(1)-14'x6'x8" concrete tank pad with surface manholes. (1)-42" manhole. (1)-18" manhole. a. Pads constructed with 5000 PSI concrete with rebar 12" o.c. bw.
6. Paving:	a. Not Included. _____ please initial.
7. Exclusions:	a. Contaminated soils. b. Paving. _____ please initial here. c. Electrical. d. Surface repair including landscaping. e. All other exclusions listed.
8. Special Notes:	1. Due to current steel and material price volatility, this proposal offering is subject to adjustment at time of shipping.



Terms and Conditions

This proposal, when accepted by the Purchaser, will constitute a bona fide contract between us, subject to all terms and conditions to follow and to the approval of the Seller's credit manager. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. Prices good for 20 days and, unless otherwise specified, are subject to change without notice after that date. Material prices will be held for 20 days after signing the contract. If the project is delayed, the prices are subject to change if not purchased and invoiced within 20 days.

Warranty policy-Equipment furnished as a part of this proposal is warranted by the manufacturers. These warranties are passed through the seller to the buyer according to the manufacturer's policy. Portland pump is not responsible for any electrical or mechanical failure on existing equipment. If repairs are needed you will be notified for authorization.

Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, ledge, frost, water or running sand are encountered or damaged during the performance of the contract, the price shall be adjusted to cover same. Additional costs resulting shall be borne by the Purchaser but shall in no case exceed existing rate scales for labor and materials had the quotation been based on time and material. If site conditions do not allow proper sloping to meet OSHA regulations, shoring will be required. This will be considered extra work and at a price to be agreed on.

If any of the excavated material is contaminated and causes delays or needs to be disposed of and replaced with new, this will be considered extra work and the price adjusted according to the degree of contamination and length of delay.

Price based on tanks being empty at the time of removal. Any material that needs to be removed and disposed of by us shall be considered extra work and the price adjusted to cover same.

Price based on tanks not being anchored by any other means than the normal under tank pad method. Removal of other methods in order to extract tanks will be considered extra work and the price adjusted to cover same. The price shall be adjusted for fiberglass lined tank disposal.

Purchaser will be responsible for filling all underground storage tanks with liquid ballast upon setting of tanks. In the event any tank should float because of lack of ballast, the Seller shall be held blameless. All expense for equipment, labor, and materials to reinstall tanks shall be borne by the Purchaser.

If proper depth is not attainable the price will be adjusted according to the method used to remedy the situation.

Owner to obtain all permits except where noted. Sales Tax NOT is included.

Terms of financing: 30% upon acceptance, Equipment paid in full at time of shipment from factory. Balance Net 10 upon invoicing.

Invoicing to be progressive, 1.5% interest per month added for invoice amounts over 10 days old. All collection fees will be paid by the purchaser.

Credit card processing fees of 3% will be in addition to the invoice amount for amounts over \$5,000.

AGREED TO BY:

 Purchaser Name /Title Date

Agenda Item #7701

Discussion with Action: Accept the amendments as written to the Personnel Policy– Worker’s Compensation & Light Duty, Article 8, Section 8.

Background:

See attached personal policy red line documents.

Motioned to Accept Amendments by: Councilor Mead

Seconded by: Vice-Chair Blow

Vote: 5-0

**TOWN OF OLD ORCHARD BEACH MUNICIPAL EMPLOYEES
PERSONNEL POLICIES AND PROCEDURES**

Amended June 21, 2022

Deleted: October 5, 2021

Town Council reviewed and adopted the Personnel Policy Manual as required by Charter Section 502.8, on June 21, 2022, and adopted with changes to Article VIII Employee Benefits, Programs & Services,

Deleted: October 5, 2021

Deleted: IV

Deleted: Conditions of Employment, Article VI Employee Compensation and Advancement, Article VII Time off from Work, Article VIII Employee Benefits, Programs and Services, and updating references to Assistant Town Manager and Finance Director to Director of Human Resources. Updated picture from Town Hall to tree logo.



Sec. 8-7 Social Security

If employees have worked the required length of time and retire, die or become disabled, Social Security provides monthly cash benefits to replace part of their working earnings; through Medicare, funded by Social Security payments, employees may also be eligible for medical insurance after the age of 65. The Social Security program is supported equally by the employee and the Town. Every dollar the employee contributes under the required deduction is matched by the Town and the combined total is forwarded to the employee's Social Security account, administered by the federal government. The amount of your retirement benefit will depend on the employee's pre-retirement earnings and the age at which the employee retires.

Sec. 8-8 Workers' Compensation Insurance

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

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

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

day waiting period. The weekly amount paid to an employee through the combination of sick time pay and Workers' Compensation benefits during the period of eligibility shall not exceed the employee's regular weekly base pay prior to the injury.

Until such time as the employee is capable of returning to his/her position, the Town may assign the employee to other duties or to another position within the Town on a temporary or regular basis consistent with the abilities of the employee based on restrictions set by the physician. If the employee refused to carry out the light duty assignment, the employee may be subject to discipline.

Deleted: The Town pays the full cost of Workers' Compensation insurance for all employees as of their first day on the job. The Workers' Compensation policy is designed to provide partial salary coverage and coverage for medical expenses if an employee experiences a job-related injury or disability. Workers' Compensation insurance does not provide benefits for injuries or illnesses arising out of employees' voluntary participation in off-duty recreational, social or athletic activities which are not part of their job duties.¶
Because the cost of Workers' Compensation insurance is directly related to the number of work-related injuries the Town's employees experience, it is in everyone's best interest to work safely and to take all necessary precautions to protect themselves and others from injury.¶

Agenda Item #7702

Discussion with Action: Convey foreclosed property identified as 36 GOOSEFARE DRIVE, Parcel Number T2006-00000-00000 to owners of record LADAKAKOS KAROL, for the total amount of \$11,594.67 in outstanding taxes and accumulated interest, due on the effective date of conveyance, including FY10, FY,11, FY12, FY13, FY14, FY15, FY16, FY17, FY18, FY19,FY20, FY21, FY22 and estimated taxes for FY23 taxes, plus any legal costs incurred by the Town of Old Orchard Beach.

Motioned to Convey by: Councilor Mead

Seconded by: Vice-Chair Blow

Vote: 5-0

Agenda Item #7703

Discussion with Action: Canvass and Certify the Results of the RSU #23 Budget Validation Referendum held June 14th, 2022

Background:

Election results attached.

Motioned to Certify by: Councilor Reid

Seconded by: Vice-Chair Blow

Vote: 5-0

June 17, 2022

TO: MEMBERS OF THE TOWN COUNCIL
FROM: KIM M. MCLAUGHLIN, TOWN CLERK
SUBJECT: CERTIFY AND CANVASS ELECTION RESULTS

The results of the RSU #23 Budget Validation Referendum are as follows:

RSU #23 Budget Validation Referendum

ARTICLE 1

YES	665****
NO	142
BLANKS	12

ARTICLE 2

YES	604****
NO	196
BLANKS	19

****Denotes the highest number of votes for the respective question and consequently the successful referendum result for that question.

Agenda Item #7704

Discussion with Action: Appoint Irvin Paradis as a Zoning Board of Appeals Associate, term to expire 12/31/24.

Motioned to Appoint by: Councilor Reid

Seconded by: Vice-Chair Blow

Vote: 5-0



Agenda Item #7705

Discussion with Action: Appoint Richard Pelletier as Design Review Committee Associate, term to expire 12/31/23.

Motioned to Appoint by: Councilor Mead

Seconded by: Vice-Chair Blow

Vote: 5-0

LINE ITEM TRANSFERS

Agenda Item #7706

Discussion with Action: Approve the line item transfer for the Police Department in the amount of \$6,318.93: \$1,500 from account #20131-50127 Physical Fitness, with a balance of \$1,500, and \$1,185.91 from account #20131-50128 Physical Fitness, with a balance of \$1,185.91, and \$3,633.02 from account #20131-50405 Heating Fuel, with a balance of \$6,735.36, to account #20131-50453 Vehicle Repair, with a balance of (\$4,818.93).

Motioned to Approve by: Councilor Mead

Seconded by: Vice-Chair Blow

Vote: 5-0

Agenda Item #7707

Discussion with Action: Approve the line item transfer for the Fire Department in the amount of \$6,000.00 from account #20138-50536 EMS supplies, with a balance of \$13,139.64, to account # 20138-50510 Vehicle Fuel, with a balance of (\$3,644.27)

Motioned to Approve by: Councilor Tousignant

Seconded by: Councilor Mead

Vote: 5-0

Agenda Item #7708

Discussion with Action: Approve the line item transfer for the Finance Department in the amount of \$2,740.76 from account #20105-50101 Department Head Salary), with a balance of \$53,058.02, to account #20105-50500 Admin/Office Supplies, with a balance of (\$2,740.76).

Motioned to Approve by: Councilor Reid

Seconded by: Councilor Mead

Vote: 5-0

Agenda Item #7709

Discussion with Action: Approve the purchase of 8 laptops with docking stations and 8 desktop computers as part of the IT Replacement Plan for \$18,214.64 from account #51002-50903 CIP IT Equipment Replacement, with a balance of \$18,732.46.

Background:

The purchase of this equipment is part of the Council adopted FY'23 Budget for the Town's hardware replacement plan.

Motioned to Approve by: Councilor Tousignant

Seconded by: Councilor Mead

Vote: 5-0



OUTSOURCED IT SERVICES
FOR SMALL AND MID-SIZED BUSINESSES



We have prepared a quote for you

Computer Purchase: Lenovo Multi-Unit

Quote # 000846
Version 1

Prepared for:

Old Orchard Beach

Jordan Miles
jmiles@oobmaine.com

Lenovo Laptop 15.6"

* Contains Declined Option(s)



Description		Price	Qty	Ext. Price
Laptop, Dock, Optional 8gb additional RAM				
20X30077US 	Lenovo ThinkPad L15 Gen2 15.6" Notebook - Full HD - 1920 x 1080 - Intel Core i5 11th Gen i5-1145G7 Quad-core (4 Core) 2.60 GHz - 8 GB Total RAM - 256 GB SSD - Black - Intel Chip - Windows 10 Pro - Intel Iris Xe Graphics - In-plane Switching (IP)	\$974.40	8	\$7,795.20
40AN0135US 	DOCK: Lenovo ThinkPad Thunderbolt 3 Dock Gen 2 - US - for Notebook - 135 W - USB Type C - Thunderbolt - Wired	\$201.60	8	\$1,612.80
5WS0A14086 	Lenovo Onsite Support (Add-On) - 3 Year - Service - On-site - Maintenance - Parts & Labor	\$99.00	8	\$792.00
DMS25600-818	8 GB RAM: (Optional) Sodimm, 8GB DDR4, 3200 MHz RAM Stick: Sodimm, 8GB DDR4, 3200 MHz	\$54.95	8	\$439.60
24" Monitors				
62AEKAT2US 	Lenovo ThinkVision S24e-20 23.8" Full HD WLED LCD Monitor - 16:9 - Raven Black - 24" Class - Vertical Alignment (VA) - 1920 x 1080 - 16.7 Million Colors - FreeSync - 250 Nit Typical - 4 ms - 60 Hz Refresh Rate - HDMI - VGA	\$138.00	1*	\$138.00

* Optional Subtotal: **\$138.00**

Subtotal: **\$10,639.60**

Lenovo PC

* Contains Declined Option(s)

Description	Price	Qty	Ext. Price	
PC: comes with 3 year on site warranty				
11MY001SUS  Lenovo ThinkCentre M70q Gen 2 Desktop Computer - Intel Core i5 11th Gen I5-11400T Hexa-core (6 Core) 1.30 GHz - 8 GB RAM DDR4 SDRAM - 256 GB M.2 PCI Express NVMe SSD - Tiny - Black - Intel B560 Chip - Windows 10 Pro 64-bit - Intel UHD Graphics	\$670.88	8	\$5,367.04	
DM50 334-1	8 GB RAM: (Optional) 8GB SO-DIMM DDR4-2666 8GB SO-DIMM DDR4-2666	\$54.95	1*	\$54.95
24" Monitors				
62AEKAT2US  MONITOR: (Optional) Lenovo ThinkVision S24e-20 23.8" Full HD WLED LCD Monitor - 16:9 - Raven Black - 24" Class - Vertical Alignment (VA) - 1920 x 1080 - 16.7 Million Colors - FreeSync - 250 Nit Typical - 4 ms - 60 Hz Refresh Rate - HDMI - VGA	\$138.00	16	\$2,208.00	

* Optional Subtotal: **\$54.95**

Subtotal: **\$7,575.04**

Computer Purchase: Lenovo Multi-Unit



Prepared by:
Eagle Network Solutions
 Amy Jacob
 603-466-7477
 Fax 603-585-5668
 ajacob@eaglesp.com

Prepared for:
Old Orchard Beach
 1 Portland Avenue
 Old Orchard Beach, ME 04064
 Jordan Miles
 (207) 937-5622
 jmiles@oobmaine.com

Quote Information:
Quote #: 000846
 Version: 1
 Delivery Date: 06/16/2022
 Expiration Date: 06/28/2022

Quote Summary

Description	Amount
Lenovo Laptop 15.6"	\$10,639.60
Lenovo PC	\$7,575.04
Total:	\$18,214.64


*Declined Options

Description	One-Time
Lenovo Laptop 15.6"	\$138.00
Lenovo PC	\$54.95
Optional Subtotal:	\$192.95

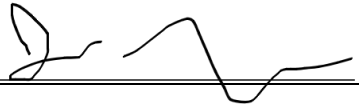
Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. This quote is subject to the terms and conditions of the Eagle Network Solutions Master Service Agreement located at <http://www.eaglenetsolutions.com/MSA%2004%202020.pdf>.



Eagle Network Solutions

Signature: 
Name: Amy Jacob
Title: Director of Operations
Date: 06/16/2022

Old Orchard Beach

Signature: 
Name: Jordan Miles
Initials: JCM
Date: 6/16/2022 12:03:20 PM
IP Address: 71.255.147.114
Email Address: jmiles@oobmaine.com
PO Number: TBD

Agenda Item #7710

Discussion with Action: Confirm the appointment of Elise Chard as Police Chief for the Town of Old Orchard Beach, effective June 21st, 2022, at a salary of \$105,395.00.

Background: Town Manager Asanza was pleased to announce the permanent appointment of Chief Elise Chard to the Old Orchard Beach Police Department. Chief Chard thanked Town Manager, Council and her fellow colleagues for the abundance of support. Chair O'Neill recognized Chief Chard's tenure within the Town of Old Orchard Beach. Councilor Mead stated he held Chief Chard in the highest regard and was grateful for the show of support. Vice-Chair Blow noted he was 110% in support of this confirmation and remarked on the positive support shown by the officers standing in the room during Council meeting. Councilor Mead offered spiritual blessings.

Motioned to Confirm by: Councilor Reid

Seconded by: Vice-Chair Blow

Vote: 5-0

Agenda Item #7711

Discussion with Action: Amend the schedule of License, Permit & Application Fees by changing parking at all pay stations, meters, and pay-by-parking app from \$3.00/hour to \$4.00/hour.

Motioned to Amend by: Councilor Tousignant

Seconded by: Councilor Mead w/discussion. Town Manager Asanza spoke with Chair O'Neill and requested that Council consider "holding off" on the parking fee increase until after this year - for several reasons; citing current inflation, gasoline pricing, etc. Town Manager would like to reassess after looking at parking permit revenues and see how the summer "goes." Vice-Chair Blow agreed with Town Manager's reasoning. He noted that if the Town gets that rate too high it will push people into private lots and away from meters. Vice-Chair requested a motion to remove without prejudice. Motioned by Councilor Reid. Councilor Tousignant withdrew initial motion. Councilor Mead Seconded to remove without prejudice. Councilor Mead agreed with the rationale and encouraged a reassessment over the winter. He noted that the Town has the capacity to approach meters differently - providing the example that meters may be lowered to \$2/hr and then moved up in fee progressively. Chair O'Neill stated, "this Council will listen and does listen. We are hear to work for you and with you." He thanked the residents for paying attention and offering feedback to Council.

Motioned to remove without prejudice by: Councilor Reid

Seconded by: Councilor Mead

Vote: 5-0

Motioned to Adjourn by: Councilor Mead **Seconded by:** Vice-Chair Blow **Vote: 5-0**

The Old Orchard Beach Town Council adjourned at 7:19pm on Tuesday, June 21, 2022.

Executive Session – *Labor Contracts*

Executive Session is to provide guidance to the Town Manager to discuss labor contracts as defined under Title 1 M.R.S.A. Section 405(6)(D).

Council Entered in Executive Session @ 7:30pm

Motioned by: Councilor Mead **Seconded by:** Councilor Reid **Vote: 5-0**

Council Exited out of Executive Session @ 8:40pm

Motioned by: Vice-Chair Blow **Seconded by:** Councilor Reid **Vote: 5-0**