



## Town Council - Meeting Agenda

**June 20<sup>th</sup>, 2023 @ 6:30pm**  
**Council Chambers - 1 Portland Avenue**

*[www.oobmaine.com/town-council](http://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](http://oobmaine.com).)*

### **PLEDGE OF ALLEGIANCE:**

### **ROLL CALL:**

### **ACKNOWLEDGEMENTS:**

### **GOOD & WELFARE:**

### **ACCEPTANCE OF MINUTES:**

**Acceptance of the minutes from the 5/17/23 Council Workshop, 5/23/23 Budget Workshop, 5/31/23 Budget Workshop, and the 6/6/23 Regular Council Meeting.**

Chair: Shawn O'Neill

**PUBLIC HEARING – ORDINANCE AMENDMENTS:**

**PUBLIC HEARING:** Shall the Town Council consider amendments to Ch. 78, Art. VI, Sec. 78-869 (b) (2); 78-870 (b); 78-871 (c) (1), (2) and renumber existing (2) and (3). These amendments propose changes to the NC3 District setback, multifamily, and parking standards.

Chair: Shawn O’Neill

**TO: Old Orchard Beach Town Council  
Diana Asanza, Town Manager  
Tim Fleury, Executive Assistant**  
**FROM: Planning Department**  
**SUBJECT: NC3 District Zoning Ordinance Amendments**  
**REQUEST: Schedule Public Hearing for 20 June**  
**DATE: 6 June 2023**

This item proposes zoning ordinance amendments associated with the NC3 District. The amendments propose the following: 1. Allow multifamily building to have units on the sidewalk level; 2. Reduce principal and accessory building setbacks; and 3. Exempt on-site, off-street parking for residential and nonresidential uses. The amendments are proposed by the owners of 20 and 23 Washington Ave.

The NC3 District is one of the smallest zoning districts in OOB, consisting of nine properties in the Washington Ave./Atlantic Ave. intersection area. Uses are a mix of multifamily residential and nonresidential.

The applicant for the amendments is NERG Realty LLC, property owners of 23 Washington Ave (The Local) and 20 Washington Ave (multifamily, laundromat). Planning worked with the applicant to develop the amendment language.

### **Amendment Summary, Planning Board Action, Next Steps**

#### Amendment Summary

1. Sec. 78-869 are amendments associated with the prohibition of sidewalk level dwelling units for multifamily uses in the NC3. To allow sidewalk level dwelling units, “on any floor except sidewalk level” is proposed to be deleted. This means that prohibition will no longer apply and dwelling units will be allowed on the sidewalk level for multifamily buildings in the NC3.

The applicant is requesting this amendment so they can establish a dwelling unit at sidewalk level on the property at 20 Washington Ave.

2. Sec. 78-870 are amendments associated with building (e.g., The Local) setbacks in the NC3. Side setbacks reduced to 5’ (currently 15’ principal and 10’ accessory structure) and rear setbacks to 10’ (currently 20’ principal and 15’ accessory structures) for principal and accessory structures.

The applicant is requesting this amendment so they can expand the building located at 23 Washington Ave. Note: a similar setback reduction amendment was introduced to the PB during 2021. No action was taken at that time.

3. Sec. 78-871 are amendments associated with the parking standard in the NC3. The amendments exempt expansions of existing residential and nonresidential buildings and uses in the NC3 from on-site, off-street parking requirements if an applicant can demonstrate on-site, off-street parking is not available.

This amendment is proposed because current ordinance language allows the exemption for nonresidential uses only if the lot has frontage adjacent to on-street public parking. Based on my review I believe the 23 Washington Ave. lot does not have on-street public parking available along its frontage so the use would not qualify for the exemption. This means any expansion will need on-site parking which will be difficult to secure. To resolve this, a specific standard for NC3 parking has been created and the frontage requirement removed. So, with this amendment, as long as on-street public parking exists anywhere in the NC3 the expansion will qualify for the on-site parking exemption.

In addition to the nonresidential use exemption, the applicant requests the same be applied to residential. Current ordinance language does not have the exemption for residential uses. To address this request, I adjusted language by adding “if the property owner can document on-site off-street parking is not available” at the end of (2).

### Planning Board Action

To date, the Planning Board held a public hearing and voted to recommend Council approve all amendments. The Board had concerns about the changes to the amended parking standard (Sec. 78-871) and requested a change to the proposed language so the parking exemption is only applicable to existing buildings.

### Next Steps

The Council’s next step is to decide if they’d like to move forward with the proposed amendment language and if so, schedule a public hearing. Scheduling a workshop is an option, too.

### **Background Information**

#### Zoning, Land Use, Comp Plan

When reviewing zoning ordinance amendments, we consider how the amendment is consistent with current zoning, existing land use, and the comprehensive plan. Review below.

#### 1. Current Zoning

The amendments are associated with property in the NC3 District which is one of four neighborhood commercial districts. The neighborhood commercial districts purpose is “to provide for the continuation and/or establishment of businesses and services, which support and complement the character of surrounding residential neighborhoods.” Uses allowed in the NC3 include residential and nonresidential. Multifamily uses are allowed in the NC3 but the use cannot have dwelling units on the sidewalk level. Restaurants serving alcoholic beverages are allowed in the NC3.

Current setbacks in the NC3 for accessory and principal structures are: 20’ front (all structures); 10’ side and 15’ rear (accessory); 15’ side and 20’ rear (principal).

Where the town has established on-street parking on public streets within the neighborhood commercial districts (including NC3), new development of nonresidential properties fronting such facilities are exempt from the required amount of off-street parking.

#### 2. Existing Land Use

Existing land uses in the NC3 include multifamily, mixed residential/nonresidential, convenience store, restaurant, laundromat.

#### 3. Comp Plan

According to the adopted comp plan, the neighborhood commercial districts (NC3 included) primary objective is to meet daily needs of nearby residents reducing local reliance on automobile use. “Since minimal automobile use is expected by neighborhood residents, parking requirements should be adequately met by available on-street spaces.” “Uses in these areas might include mom & pop stores, small laundromats, beauty parlors, and barber shops, among other uses.” The neighborhood commercial districts are intended to be overlay districts with the underlying district controlling space and bulk.

The comp plan has 61 overall community goals that outline a basic philosophy of what OOB should be in the future. These goals are under the umbrella of varied subjects such as General Growth, Transportation, and Recreation.

## Zoning, Land Use, Comp Plan Analysis

### 1. Current Zoning

Currently, many residential and nonresidential uses are allowed in the NC3 including the two uses (restaurant and multifamily) located on the applicant's properties. Regarding multifamily, this use is allowed although it's specifically noted as follows: "Multifamily dwellings, on any floor except at sidewalk level." I assume prohibition of residential units on the sidewalk level was to encourage business development, but I found nothing to support this assumption (e.g., comp plan recommendation).

Regarding setbacks, nine properties are in the NC3 District and all do not meet setbacks in some manner. In fact, some buildings are practically on property lines.

On-street parking is allowed if the new development is nonresidential and the lot being developed is fronting on-street public parking. This exemption does not apply to residential.

Regarding the amendment's consistency with existing zoning, they are not entirely consistent because they will allow residential units on sidewalk level and residential on-street parking. The amendments associated with nonresidential, I believe, are consistent because existing zoning seeks to encourage nonresidential uses in the NC3.

### 2. Existing Land Use

I believe the primary question associated with existing land use- do multifamily dwellings exist and do they have dwellings on the sidewalk level. The answer is they do exist and all properties that have multifamily also have units on the sidewalk level. Six of the nine properties in the NC3 are multifamily and all but the applicants have sidewalk level dwelling units. In my opinion, this amendment is consistent with existing land uses in the NC3.

Regarding setbacks, all existing buildings do not meet front, side, or rear setbacks. Some buildings do not meet all three setbacks. In my opinion, this amendment would not create anything different than what already exists.

Regarding parking, property in NC3 have little parking available on-site. Therefore, the majority of vehicles park on-street. Having been through this neighborhood many times, year-round, I have not observed any consistent problems with parking. It's certainly not perfect, but it's hard to be perfect in older, built-out neighborhoods.

Overall, I feel the proposed amendments are consistent with existing land use.

### 3. Comp Plan

Interestingly, the neighborhood commercial districts were identified as overlay district in the comp plan's future land use plan. When the comp plan's future land use plan was implemented (i.e., new ordinances and zoning map developed to reflect comp plan goals and policies), this changed and the neighborhood commercial areas became formal zoning districts, not overlays. With the comp plan recommending overlays, I believe the intent was hybrid districts with commercial as the overlay and whatever the underlying district required which in most cases was likely residential. Unfortunately for the neighborhood commercial district, the comp plan focuses on the underlying district and there's little guidance for the neighborhood commercial overlays. What this all means is the comp plan's goals and policies for the neighborhood commercial district is only partially reflected in what was implemented and the key portion that was not included with implementation is the underlying zone. Therefore, it's difficult to rely on the comp plan's future land use plan for 100% accurate guidance.

Regarding consistency with comp plan community goals, we believe the ordinance amendments are supported by several comp plan goals including:

- *Encourage compact neighborhood commercial centers in appropriate locations throughout the Town and in new growth areas.*
- *Promote a wide variety of housing opportunities to meet the needs of various types of households and various income levels.*

Because implementation of the comp plan's future land use plan was not entirely consistent with the comp plan goals and policies (at least regarding the neighborhood commercial districts) it's difficult to say the proposed amendments are not consistent because the comp plan essentially is silent. Where the comp plan isn't silent is the overall neighborhood commercial district vision and the comp plan goals to which I believe the amendments are consistent.

Dear Town Council and Planning Board;

We are a Family who considered Old Orchard Beach our second home for a few generations and many years ago we had decided to invest in a community we cared about. We had an opportunity to invest in the Washington Avenue area and knowing a little about its history we were excited.

We had the unfortunate timing of trying to establish "The Local Eatery & Tap" a restaurant located at 23 Washington Ave in March of 2020 and that created a set back for us. Like many restaurant establishments we are slowly recovering, but trying to find ways to enhance our business. The outdoor seating which the Town allowed was a tremendous help and wanting to extend it beyond the summer season we came up with a plan to make a 3-season area attached to the building. In our attempt to design a small area like that, the major obstacle was the dimensional setbacks.

We would like to propose some zoning revisions to help use revitalize an area we have a vested interest in. We have surveyed all the properties in the NC3 zoning district and discovered the vast majority of structures in the area, do not meet any of the dimensional requirements or some even have zero set back. This revision would allow us to expend the capabilities of the restaurant and hopefully keep our vision of the area going.

The other area of the zoning revision would allow residential use on the ground level in the NC3 zoning district. The picture survey we have provide will show that 99% of the structures have a residential use on the ground level. Another one of our properties has 2 commercial space on the ground level, one which is a laundromat and one which has been vacant for well over 10 years. We have attempted to market the location and there has been zero viable tenants. We feel by removing that restriction we would have the option to add a residential unit with literary no impact. We feel there is plenty of off-street parking on all the streets and this would only help with the revitalization of the area.

We humble ask for you to understand our position and that we are in line with the Towns vision for that area. We were in involved with the Town's plan to rebrand that area "Washington Square" a few years back. The new basketball courts and us opening The Local Eatery & Tap, we felt put the plan in motion in helping to bring some new life to the area. We feel that these revisions will aid in the revitalization of the area.









**34 Washington Ave**

**Parcel ID**

**311 - 16- 15**

**Dimensional setbacks from property line**

**North(Right) - 0'**

**South(Left) - 2'**

**East(Front) - 0'**

**West(Back) - 1'**



**30 Washington Ave**

**Parcel ID**

**308 - 1 - 1**

**Dimensional setbacks from property line**

**North(Right) – 0' to 3'**

**South(Left) – 3'**

**East(Front) – 5'**

**West(Back) – 37'**



**28 Washington Ave**

**Parcel ID**

**308 - 2 - 9**

**Dimensional setbacks from property line**

**North(Right) - 26'**

**South (Left) - 7.5'**

**East(Front) - 0'-5'**

**West(Back) - 9.5'**



**22-26 Washington Ave**

**Parcel ID 308 - 2 - 1**

**Dimensional setbacks from property line**

**North (Right) - 0'**

**South (Left) - 0' To 5'**

**East(Front) - 0'**

**West(Back) - 46' To 49'**



**20 Washington Ave**

**Parcel ID**

**308 - 3 - 11**

**Dimensional setbacks from property line**

**North (Right) - 13'-23'**

**South (Left) - 0'**

**East (Front) - 3'**

**West (Back) - 0'**





**31 Washington Ave**

**Parcel ID**

**312 - 13 - 2**

**Dimensional setbacks from property line**

**North(Left) - 11'**

**South(Right) - 0'**

**East(Back) - 53'**

**West(Front) - 0'**





**76 Atlantic Ave**

**Parcel ID**

**312 - 14 - 2**

**Dimensional setbacks from property line**

**North(Left) - 1'**

**South(Right) - 0'**

**East(Back) - 28'**

**West(Front) - 68'**



**23 Washington Ave**

**Parcel ID**

**309 - 1 - 5**

**Dimensional setbacks from property line**

**North(Left) - 16'**

**South(Right) - 25'**

**East(Back) - 18.5'**

**West(Front) - 25'**



**21 Washington Ave**

**Parcel ID**

**309 – 2 – 14**

**Dimensional setbacks from property line**

**North(Left) – 7' TO 15.5'**

**South(Right) – 0'**

**East(Back) – 72'**

**West(Front) – 0'**

**AMENDMENTS TO CHAPTER 78, ARTICLE VI, SECTION 78-869 (b) (2)**

**Council Review - Draft 1 6/2023**

**Ordinance additions are underlined, deletions are ~~struck~~**

Sec. 78-869. - Conditional uses.

(b) NC-3 district conditional uses. The planning board may authorize the following conditional uses within the NC-3 district:

(2) Multifamily dwellings ; ~~on any floor except at sidewalk level.~~

**AMENDMENTS TO CHAPTER 78, ARTICLE VI, SECTION 78-870 (b)**

**Council Review - Draft 1 6/2023**

**Ordinance additions are underlined, deletions are ~~struck~~**

Sec. 78-870. - Space and bulk requirements.

(b)NC-3 district space and bulk requirements. NC-3 district space and bulk requirements are as follows:

Zoning Standards	All Uses
Minimum lot size	10,000 sq. ft./NDD*
Minimum net lot area per family unit	3,750 sq. ft.
Minimum lot frontage	100 ft.
Minimum lot width	100 ft.
Maximum building coverage	60%
Maximum principal building height	35 ft.
Maximum accessory building height	15 ft.
Minimum front yard setback: all structures	20 ft.
Minimum side yard setback: principal structures and detached garages	<del>15</del> <u>5</u> ft.
Minimum side yard setback: accessory structures, excluding garages	<del>10</del> <u>5</u> ft.
Minimum rear yard setback: principal structures and detached garages	<del>20</del> <u>10</u> ft.
Minimum rear yard setback: accessory structures, excluding garages	<del>15</del> <u>10</u> ft.

**AMENDMENTS TO CHAPTER 78, ARTICLE VI, SECTION 78-871 (c) (1), (2) and renumber existing  
(2) and (3)**

**Council Review - Draft 1 6/2023**

**Ordinance additions are underlined, deletions are ~~struck~~**

Sec. 78-871. - Performance standards.

(c) Parking. Notwithstanding the parking standards specified in division 4 of article VIII of this chapter, all uses in the neighborhood commercial districts, with the exception of residential in neighborhood commercial districts 1, 2, and 4, and lodging establishments, shall conform to the following parking requirements:

(1) Where the town has established on-street parking on public streets within the neighborhood commercial districts 1; and 2, ~~and 3~~, new development of nonresidential properties fronting such facilities are exempt from the required amount of off-street parking specified under division 4 of article VIII of this chapter.

(2) Where the town has established on-street parking on public streets within the neighborhood commercial district 3, expansions of existing buildings and uses on nonresidential and residential properties are exempt from the required amount of off-street parking specified under division 4 of article VIII of this chapter if the property owner can document on-site off-street parking is not available.

(~~2~~ 3)

(~~3~~ 4)



**PUBLIC HEARING – LIQUOR LICENSE & APPROVALS:**

Pizzeria Italiano, Robert Ciampi, (206-26-4-C), 34-C Saco Avenue, m-s-v in a Class A Restaurant/Lounge.

Patron's Mexican Restaurant, Anel Seina, (206-27-13), 8 Heath Street, m-s-v in a Class A Restaurant/Lounge.

Chair: Shawn O'Neill

**PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:**

Pizzeria Italiano, Robert Ciampi, (206-26-4-C) 34-C Saco Avenue, victualers w/prep and alcohol.

Red Door Market, Anna Ayotte, (206-31-8), 39 Old Orchard Street, sidewalk café added to existing shop.

John Morich, (313-2-1-24), 1 Bay Avenue #24, one seasonal rental – STR.

Royal Real Estate Partners of New England, David Crowell, (316-13-20), 16 Union Ave, two year round rentals – STR.

Amie Lynn Santos, (304-7-1-209), 78 East Grand Ave #209, one year round rental – STR.

Dana and Audrey Cabral, (321-23-5), 12 Casco Avenue, one seasonal rental – STR.

Dennis Platt, (319-2-3), 11 Hampton Ave, one seasonal rental – STR.

Eric Hobin, (106-5-17), 9 Birch Lane, one year round rental – STR.

Patron's Mexican Restaurant, Anel Seina, (206-27-13), 8 Heath Street, victualers with prep and alcohol.

Beach Days LLC, John Day, (205-17-14), 7 Smith Avenue, one year round rental – STR.

Chair: Shawn O'Neill

**PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:**

Jimmy the Greeks, Dmitri Inc., James Albert, (211-9-1), 215 Saco Ave, bands, comedy, DJ.

Chair: Shawn O'Neill

# TOWN MANAGER REPORT

**NEW BUSINESS:**

**AGENDA ITEM # 7915**

**Discussion with Action:** Canvass and Certify the Results of the June 13th RSU #23 Budget Validation Referendum and the Special Municipal Election.

Chair: Shawn O'Neill

## **AGENDA ITEM # 7916**

**Discussion with Action:** Approve & certify the information on the Annual Report April 1, 2022 through March 31, 2023 for the Affordable Housing Tax Increment Financing District relative to the public purpose of the affordable housing district as reported by The Pines at Ocean Park and Milliken Heights TIF Districts.


Chair: Shawn O'Neill

**Annual Report for Tax Year April 1, 2022 – March 31, 2023**  
**Affordable Housing Tax Increment Financing District**  
**Submission Deadline of April 30, 2023**

**Municipality:** Old Orchard Beach

**Municipal official submitting this report:**

Jordan Miles  
**Printed name**

  
**Signature**

6/9/2023  
**Date**

**Title:** Finance Director  
**Mailing address:** 1 Portland Ave, Old Orchard Beach, ME 04064  
**Phone number:** 207-937-5622  
**Email address:** j miles@oobmaine.com

**Name of Affordable Housing Development District:**

The Pines at Ocean Park LP

**Date the municipal legislative body approved this Report (not the District):**

\_\_\_\_\_, 20\_\_\_\_

*In submitting this report, the legislative body of the municipality certifies that the public purpose of the affordable housing district is being met and that the required housing affordability and other conditions of approval, including limitations on uses of tax increment revenues for approved development project costs, set forth in the Certificate of Approval issued by Maine State Housing Authority for the District and the related Affordable Housing Development Program are being maintained.*

**Status of affordable housing within the District:** *"Affordable" means for households earning no more than 120% area median income.*

Type of housing unit	# of Existing affordable units	# of Existing market units	# of Planned affordable units	# of Planned market units
Rental (family)				
Rental (senior)	55	5		
Owned home/condo				



**Please list property sales within the District (NOTE: impact on affordability is not required by the statute for this item and in any event would be captured in the chart above):**

N/A

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**Please describe any changes from what was described in the approved Development Program for the District, such as changes to the type, scope or timing of development within the District. If the Development Program and Certificate of Approval for the District allow alternative uses of funds, please list how funds are being used in practice.**

N/A

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**Please list property sales within the District (NOTE: impact on affordability is not required by the statute for this item and in any event would be captured in the chart above):**

N/A

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**Please describe any changes from what was described in the approved Development Program for the District, such as changes to the type, scope or timing of development within the District. If the Development Program and Certificate of Approval for the District allow alternative uses of funds, please list how funds are being used in practice.**

N/A

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## **AGENDA ITEM # 7917**

**Discussion with Action:** Approve the purchase of two 5' by 100' Mobi-mats and one 5' by 16.4' Mobi-mat for \$9,664.68 from account 20151-50511 Public Works Grounds Maintenance with a balance of \$10,607.44 to replace a boardwalk at the Randall Ave beach access. The mats provide ADA compliant access to the beach.

Chair: Shawn O'Neill

Deschamps Mats Systems, Inc.

218 Little Falls Rd, #12  
Cedar Grove, NJ 07009

# Quote

Date	Quote #
6/13/2023	E8841

Customer	Ship To
Old Orchard Beach 1 Portland Avenue, Old Orchard Beach, ME 04064	PUBLIC WORK Old Orchard Beach 1 Portland Avenue, Old Orchard Beach, ME 04064 Lisa Wilson 207-934-2250

Terms	Rep	FOB	Quotation valid until
Net 30	SCB	New-Jersey	09/30/2023

Item	Description	Qty	Cost	Total
300259-3040	Mobi-mat (RecPath) AFX blue jay 5' x 100' 2h 20" staples + spikes	2	4,089.00	8,178.00
300256-0500	Mobi-mat (RecPath) AFX blue jay 5' x 16.4' 2h 20" staples + spikes	1	829.00	829.00
DELIVERY NT	Boxing/crating, Shipping, Handling, Delivery		657.68	657.68

Freight Quote is an estimate only and may be subject to change at time of shipment	<b>Subtotal</b>	\$9,664.68
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If authorized by your terms of sales or approved by your representative your signature below will act as consent to proceed with this order as quoted and will become a binding agreement to purchase. Credit Card Payments will be assessed a 3.5% fee.	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$9,664.68

Currency Shown in U.S. Dollar - Foreign customers please remit payment in USD to avoid re-invoicing of any exchange rate loss or fees.

**Signature**

\_\_\_\_\_

## **AGENDA ITEM # 7918**

**Discussion with Action:** Approve the quote from Lowe's for \$10,899.99 to purchase a Simpson mobile trailer 4000 PSI 4 GPM hot water gas pressure washer from account # 20151-50501 Pub Works Operating Supplies with a balance of 27,217.45.

Chair: Shawn O'Neill

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Scarborough Lowe's Open until 10 PM

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Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

*3 year engine warranty  
5 year pump warranty*

Outdoors / Outdoor Tools & Equipment / Pressure Washers / Gas Pressure Washers

**SIMPSON Mobile Trailer 4000 PSI 4-Gallons-GPM Hot Water Gas Pressure Washer**

Item #1242468 Model #95005

Shop SIMPSON ★★★★★ 1



**\$10,899.99**

**\$10354.99** when you choose 5% savings on eligible purchases every day. [Learn how](#) OR **\$181/mo** with 84 month financing. [Learn how](#)

HONDA GX390 engine with electric start and low oil shutdown feature  
Reliable COMET industrial triplex plunger pump  
Armor hose 3/8-In x 100-Ft hot water hose with quick connect fittings

Pickup & Delivery Options

**FREE Pickup**  
Ready Wed, Jun 21 (Est.)  
At Scarborough Lowe's  
Curbside Available

**Delivery 04074**  
Wed, Jun 21 (Est.) - FREE

[More Delivery Options](#)

- 1 +

Does Not Ship to California

**Easy & Free Returns**  
Return your new, unused item in-store or ship it back to us free of charge. [Learn More](#)

Overview

This powerful SIMPSON® hot water mobile pressure washing system will handle all your commercial jobs. It is perfectly suited for contract cleaners, mobile detailer, municipalities, and resorts. The trailer is dot certified as an over-the-road pressure washer system. Job-site set-up is a snap. Pull up to the work area, connect the spray gun, start the engine, and begin cleaning. Equipped with a 49-state compliant HONDA® engine with an electric start, a 200 gallon water tank, and a reliable COMET triplex pump.

- HONDA GX390 engine with electric start and low oil shutdown feature
- Reliable COMET industrial triplex plunger pump
- Armor hose 3/8-In x 100-Ft hot water hose with quick connect fittings
- 9-Ft (4-Ft x 5.5-Ft platform)
- 13-In premium 6-ply tires for ease of maneuverability across rugged terrain
- 5 Quick connect nozzle tips: 0 deg, 15 deg, 25 deg, 40 deg, and soap to use for a variety of cleaning applications
- 3500-Lb single axle
- Adheres to national association of trailer manufacturers (natl) guidelines
- 3 Year limited commercial engine warranty | 5 year limited pump warranty | 1 year limited frame warranty | 90 day limited accessory warranty



CA Residents: [Prop 65 Warning\(s\)](#)

Specifications

Reviews ★★★★★ 1

Community Q & A

Here are some similar items ...

SIMPSON Mobile Trailer 4200 PSI 4-Gallons-GP... ★★★★★ 3 <b>\$5,999.99</b>	SIMPSON Mobile Trailer 4200 PSI 4-Gallons-GP... ★★★★★ 4 <b>\$6,799.99</b>	SIMPSON Powershot 4000 PSI 3.5-Gallons-GPM C... ★★★★★ 138 <b>\$949.00</b>	SIMPSON Mobile Trailer 3200 PSI 2.8-Gallons-... ★★★★★ 6 <b>\$4,799.99</b>	SIMPSON PowerShot 3700 PSI 2.5-Gallons-G... ★★★★★ 161 <b>\$849.00</b>	SIMPSON P. 4400 PSI 4-... ★★★★★ <b>\$859.99</b> <small>8859.99 SAVE</small>
<input type="button" value="+ Add to Cart"/>	<input type="button" value="+ Add to Cart"/>	<input type="button" value="+ Add to Cart"/>	<input type="button" value="+ Add to Cart"/>	<input type="button" value="+ Add to Cart"/>	<input type="button" value="+ Add to C"/>

Online  
Questions?  
Get Lowe's Support

## BETTER TOGETHER

CURRENT ITEM     Selected     Selected     Selected



+



+



+



**SIMPSON** Mobile Trailer 4000  
PSI 4-Gallons-GPM Hot Water  
Gas Pressure Washer

**\$10,899<sup>99</sup>**

**SIMPSON** Industrial 20-in 4500  
PSI Rotating Surface Cleaner for  
Gas and Electric Pressure

**\$449<sup>99</sup>**

**SIMPSON** Universal Pressure  
Washer Replacement Nozzles  
Rated Up To 3600 Psi Orifice Size

**\$18<sup>42</sup>**

**SIMPSON** 4500 PSI Plastic  
Pressure Washer Replacement  
Spray Gun

**\$34<sup>39</sup>**  
~~\$42~~ Save \$8.6

Subtotal for (4) items

**\$11,402.79**

Add to cart 4 items

## SPONSORED PRODUCTS



Sponsored  
**\$999<sup>00</sup>**  
★★★★☆ 361

**EGO POWER+** Select Cut XP with Speed  
IQ 56-volt 21-in Self-propelled Cordless  
Lawn Mower 12 Ah (Battery & Charger...

Add to Cart



Sponsored  
**\$114<sup>00</sup>**  
★★★★☆ 110

**Oregon** CS1500 15 Amps 18-in Corded  
Electric Chainsaw

Add to Cart



Sponsored  
**\$399<sup>00</sup>**  
★★★★☆ 4190

**EGO POWER+** 56-volt 18-in Brushless  
Cordless Electric Chainsaw 5 Ah (Battery  
and Charger Included)

Add to Cart



Sponsored  
**\$299<sup>00</sup>**  
★★★★☆ 35

**Greenworks Pro** 80-  
Electric Pole Saw 2 A  
Included)

Add

## PARTS AND ATTACHMENTS



**\$119<sup>00</sup>**  
★★★★☆ 63

**SIMPSON SIMPSON** Monster Hose 3/8-in x  
50-ft Pressure Washer Hose

Add to Cart



**\$22<sup>39</sup>**  
~~\$27.99~~ SAVE 20%  
★★★★☆ 14

**SIMPSON** 4500 PSI Steel Pressure Washer  
Extension Wand

Add to Cart



**\$34<sup>39</sup>**  
~~\$42.99~~ SAVE 20%  
★★★★☆ 4

**SIMPSON** 4500 PSI Plastic Pressure  
Washer Replacement Spray Gun

Add to Cart



**\$26<sup>98</sup>**  
~~\$28.99~~ SAVE 6%  
★★★★☆ 20

**SIMPSON** Turbo Noz  
Psi

Add

## REGULARLY BOUGHT TOGETHER



**\$449<sup>99</sup>**  
★★★★☆ 22



**\$29<sup>00</sup>**  
★★★★☆ 0



**\$39<sup>99</sup>**  
★★★★☆ 2



**\$12<sup>99</sup>**  
★★★★☆ 0

Online

Questions?  
Get Lowe's Support

Start Chat





pressure washer



**FREE GIFT CARD on All Orders Over \$100**

< Gas-Hot Water Pressure Washers / Item# 157595

Top Seller

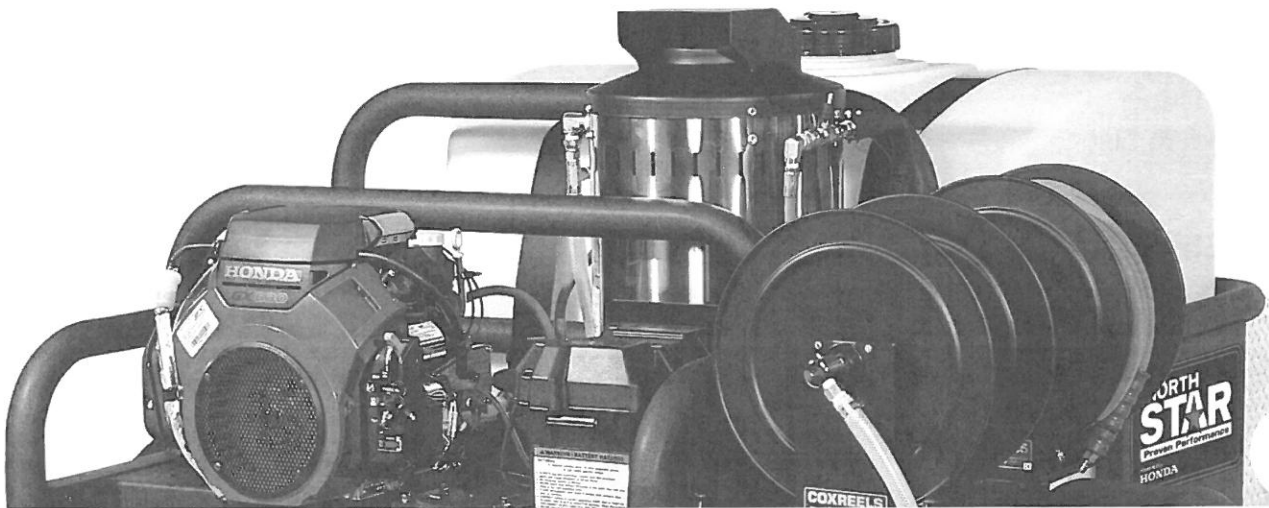
# NorthStar Trailer-Mounted Hot Water Commercial Pressure Washer — 4000 PSI, 4.0 GPM, Honda Engine, 200-Gal. Water Tank



4.6 (46)

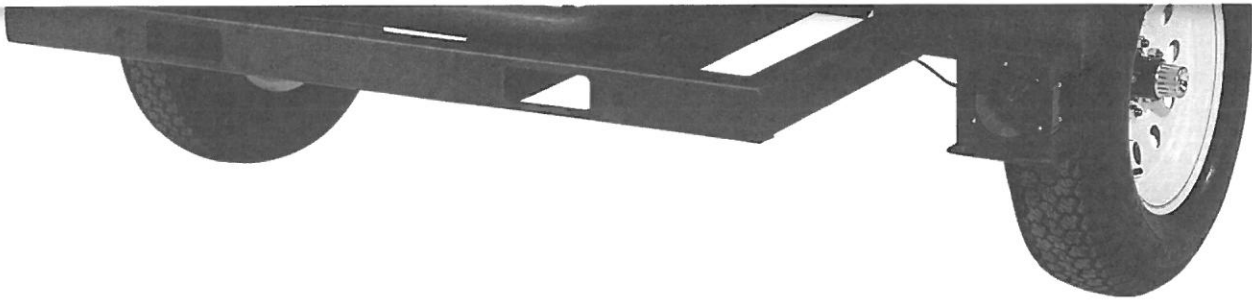
[Write a Review](#)

[Ask a Question](#)



Add Northern Tool to Home Screen





+13 More

Click or Tap image to Zoom

How can we improve these images?


# \$10,999.99

Easy Financing Available | [Learn More](#)

Quantity

Qty: 1

**Add to Cart**

 Save to List

 **Shipping:**

Free shipping (lower 48 states) - Available now

[See Shipping Options](#)



PW Reference #5

Proposal

Page No.

of

Pages

R. N. CRAFT, INC.

170 John Roberts Rd. Unit 19  
SO. PORTLAND, MAINE 04106  
(207) 772-3600 Fax (207) 772-4412  
1-800-287-7839

PROPOSAL SUBMITTED TO <b>TOWN OF O.O.B. D.P.W.</b>		PHONE	DATE <b>2/16/23</b>
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

1. ALKOTA Hot High Pressure Washer Trailer UNIT  
To include 5-Gal 3500 PSI Washer, 200 Gallon  
WATER Supply TANK, Two Hose Reels, ONE For WATER  
Supply Hose ONE For High Pressure Hose AND Trailer

	LIST	\$ 15800.00
	MUNICIPAL DISC	- \$ 940.00
<b>PW Power Washer</b>	SALE DISC.	\$ 3960.00
	TOTAL SALE	\$ 13900.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ **13900** ).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

## **AGENDA ITEM # 7919**

**Discussion with Action:** Approve the purchase of a 2017 Bandit 12xpc Drum Chipper from Okechobee Lake Winter Resort from account 50002-50551 CIP Public Works Operating Equipment with an approved FY 24 budget of \$100,153.09. This purchase will take place after July 1, and is part of the approved FY 24 CIP Budget.

Chair: Shawn O'Neill

## Council Information

Department: Public Works

Meeting date: June 20, 2023

Subject: Purchase used wood chipper

Commentary: The department has the opportunity to purchase a 2017 Bandit woodchipper that has 112 hours of use for \$17,000.00. As a cost saving measure Council recommended and approved the purchase of a used wood chipper in the FY 24 Capital Budget. After researching locally and online, this unit was located and the chipper is in excellent condition and was inspected by staff and was also seen in operation.

Information included: Quote from Okechobee Lake Winter Resort LLC for \$17,000. Quote for a 2018 Bandit with 70 hours for \$39,900. Quote for a 2019 Bandit with 625 hours for \$38,000. Quote for a 2023 (new) Morbark wood chipper is \$65,374.40.

Recommendation: Approve quote from Okechobee Lake Winter Resort LLC for \$17,000.

### **Discussion with action:**

**Account 50002-50551 CIP Public Works Operating Equipment**

**Balance FY 24 \$100,153.09**

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent



Used 2019 BANDIT Chipper  
**INTIMIDATOR 12XP**

Stock # 61223-2

\$38,000

**Mach 1 Machinery**

**Popularity Stats**

- 👁 You are the first user to view this listing
- ♥ Be the first user to .
- 📉 The price has not decreased recently

**Description**

Stock # 61223-2

2019 BANDIT, INTIMIDATOR 12XP Forestry Equipment - Wood Chippers - Towable, 2019 Bandit 12XPC Portable Chipper C/W: PSI 3.0L Gas, 49HP, 12" Capacity, Throat Opening is 14.25" X 17", 24" Diameter Drum X 18.75" Width, 360 Degree Manual Discharge Chute, Slide Box Feed System w/17" Feed Wheels, S/A Trailer Mounted. Hours: 625 Condition: Good Tires: 30% FOR SALE - \$38,000 USD FOB: Redding, CA Serial Number:

**Message From Mach 1 Machinery**

Please feel free to contact us for any questions or if you need shipping quotes to your location. We ship globally and can quote you shipping costs via truck, ocean freight via RO/RO or container and air freight.

**Detailed Specifications**

<b>Condition:</b>	Used
<b>Year:</b>	2019
<b>Make:</b>	BANDIT
<b>Model:</b>	INTIMIDATOR 12XP
<b>Class:</b>	FORESTRY
<b>Category:</b>	Chipper
<b>Location:</b>	Redding, CA
<b>Horse Power:</b>	49
<b>Stock Number:</b>	61223-2
<b>Hours:</b>	625

[See more Equipment from this dealer](#) 🔍

Featured



\$25,000

3,763 hours

Featured



\$99,000

1,726 hours

Featured



\$59,000

Featured



\$65,000

370 hours

1. Have a question?

**Mach 1 Machinery:** Hi, how can I help you?

Chat flow

June 14, 2023

Okechobee Lake Winter Resort, LLC

2018 SE 21<sup>st</sup> Street

Cape Coral, FL 34974

Quote for Used 2017 Bandit 12XPC Drum Chipper

GM 3.0 liter 89 HP Engine with PGL Auto Clutch/6K Tot Flex Axle with Electric Brake

Reversing auto feed hydraulic Lift Cycle for top feed wheel hydraulic flow control

112 hours

\$17,000 or \$17,500 with new tires

Equipment is located in located in Old Orchard Beach





PROMO

Used 2018 Bandit Chipper  
**INTIMIDATOR 12XP**

Stock # BC18B12XPFLCN

\$39,900

### NEF Equipment

#### Popularity Stats

- 👁️ **Seen 2 times** (last 30 days)
- ♥️ Be the first user to .
- 💎 The price has not decreased recently

#### Description

Stock # BC18B12XPFLCN

2018 Bandit, INTIMIDATOR 12XP, Wood Chippers, 2018 Brush Bandit 12 XP Chipper 3.9 Gas engine with 70 original hours, Hydraulic Lift Cylinder.

Length (tray open): 16' 2"  
Width: 6' 8"  
Height: 8' 2"  
Weight: 5,500 lbs.

#### Message From NEF Equipment

SUPPLYING CUSTOMERS AND DEALERS WITH WHAT THEY NEED

USED COMMERCIAL & HEAVY EQUIPMENT DEALER.

We provide buyers with product application consulting, financing and transportation needs. Our staff with 55 years of combined experience in the construction, service training, product application and sales in various equipment markets makes us your best choice!

#### Detailed Specifications

<b>Condition:</b>	Used
<b>Year:</b>	2018
<b>Make:</b>	Bandit
<b>Model:</b>	INTIMIDATOR 12XP
<b>Class:</b>	FORESTRY
<b>Category:</b>	Chipper
<b>Location:</b>	Ocala, FL
<b>Stock Number:</b>	BC18B12XPFLCN

[View on Dealer's Website](#)



**Presque Isle**  
260 Missile St  
207-498-3196

**BANGOR**  
59 Contractor Dr  
207-848-2050

**Maine**  
**SCARBOROUGH**  
14 Gibson Rd  
207-885-0600

**KNOX**  
3 Knox Ridge Rd S  
207-568-3245

**NH**  
**CONCORD**  
231 Sheep Davis  
(603) 225-6621

**VT**  
**COLCHESTER**  
28 Jasper Mine Rd  
(802)893-1555

# Quotation

Date:

3/2/2023

To: **Old Orchard Beach Waste Wtr** Phone **207-934-4416**  
24 Manor St Cell Phone **207-934-4416**  
Old Orchard Beach, ME 04064 E-Mail **cwhite@oobmaine.com**  
United States of America

Attn: **Chris White** County **York**

Equip: **MORBARK E BEEVER 1415 Chipper** **NM7479**

Spec: 12" CHIPPING CAPACITY, REVERSING AUTOFEED SYSTEM, MANUAL 360 DEGREE CHUTE CRANK. PSI 4.X  
145 HP GAS, ENGINE W/ AUTOMOTIVE STYLE CLUTCH, CHOCKS AND CHOCK, HOLDERS, ELECTRONIC  
FUEL GUAGE, WINCH WITH 5000 LB, PULL CAPACITY.

**Options  
Incl**

	Purchase Price	\$65,374.40
	Sub Total	\$65,374.40
	ME Tax & Fees	
	Misc	
<b>1 Year Full Machine Warranty</b>	Total	\$65,374.40

**Finance**

**Lease**

Term _____	Lease Term _____
Int Rate* _____	Annual Hours _____
Payoff _____	Advance Payt _____
Down Pay't _____	<input type="checkbox"/> RV _____
<b>Payment</b> _____	<b>Payment</b> _____

\* Interest Rates quoted are subject to change without notice.

Joshua Maley \_\_\_\_\_

Customer \_\_\_\_\_

## AGENDA ITEM # 7920

**Discussion with Action:** Approve the quote from AAA Police Supply for the purchase of ammunition for the Police Department for \$21,882.00 from account #20131-50501 Police Operating supplies and Equipment with a balance of 39,831.20.

Chair: Shawn O'Neill

QUOTE



# AAA POLICE SUPPLY



Thanks for your order

Order #27469

Items shipped to 16 E. Emerson Blvd., Old Orchard Beach, Maine, 04064, United States



**Federal | LE13200 (250 Rounds)**

LE13200  
\$142.00 USD

Qty: 10    **\$1,420.00 USD**



**Federal | LEB127LRS (250 Rounds)**

LEB127LRS  
\$149.00 USD

Qty: 10    **\$1,490.00 USD**



**PMC | 556X (1000 Rounds)**

556X  
\$440.00 USD

Qty: 7    **\$3,080.00 USD**

**CCI | 53619 (1000 Rounds)**53619  
\$332.00 USDQty: 3      **\$996.00 USD****Federal | AE9N2 (1000 Rounds)**AE9N2  
\$264.00 USDQty: 53      **\$13,992.00  
USD****Hornady | 90080 (250 Rounds)**90080  
\$215.00 USDQty: 1      **\$215.00 USD****Federal | AE380AP (1000 Rounds)**AE380AP  
\$272.00 USDQty: 1      **\$272.00 USD****Targets | Multiple Options**IALEFI-QPMA(CS)  
Style: 200 / Case | "MASS MPTC" on Heavy  
Cardstock Paper  
\$115.00 USDQty: 3      **\$345.00 USD**

Subtotal:	<b>\$21,810.00 USD</b>
Shipping:	<b>\$72.00 USD</b>
Tax:	<b>\$0.00 USD</b>
Grand Total:	<b>\$21,882.00 USD</b>
Payment method:	<b>NET 30 (Must use agency billing address)</b>
Shipping method:	<b>UPS GROUND for \$72.00 USD</b>

The outstanding balance of your order is \$21,882.00 USD

This option is available for agency accounts that have the ability to invoice clothing allowances / make agency purchases.

Please note - Customer is responsible for paying the total of the order if the purchase is denied by the agency.

## Shipping address

### **William Watson**

OLD ORCHARD BEACH POLICE  
DEPARTMENT  
16 E. EMERSON BLVD.  
OLD ORCHARD BEACH, MAINE 04064  
UNITED STATES  
207-934-4911

### **ADDRESS LOCATION**

AGENCY / COMMERCIAL

## Billing Address

### **William Watson**

OLD ORCHARD BEACH POLICE  
DEPARTMENT  
16 E. EMERSON BLVD.  
OLD ORCHARD BEACH, MAINE 04064  
UNITED STATES  
207-934-4911

### **ADDRESS LOCATION**

AGENCY / COMMERCIAL

[Check order status](#)



**AAA Police Supply**  
[aaapolicesupply.com](http://aaapolicesupply.com)

[Go shopping](#)

## **AGENDA ITEM # 7921**

**Discussion with Action:** Adopt the Personnel Policy Manual as required by Charter Section 502.8, with changes to Article III, Non-Discrimination and Article IV, Conditions of Employment.

Chair: Shawn O'Neill

will be promptly disciplined. Disciplinary measures may consist of suspension or termination depending upon the severity of the offense.

No employee will be punished or penalized in any way for reporting, complaining about or filing a claim concerning discriminatory harassment, or for participating in any investigation of a discriminatory harassment complaint.

**Sec. 3-2 Disability Reasonable Accommodations for Employees**

The Town complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, and all applicable state or local laws. Consistent with those requirements, the Town will reasonably accommodate qualified individuals with a disability if such accommodation would allow you to perform the essential functions of the job, unless doing so would create an undue hardship or a direct threat to others or the employee.

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Under the Maine Human Rights Act, if an employee is a member of a protected class (as described in the Town's Equal Employment Opportunity Policy, above, they may be entitled to a reasonable accommodation if such an accommodation is needed to allow them to perform the essential functions of their position.

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If you believe that you need a workplace accommodation in order to do your job or enjoy equal access to the workplace, you should make a written request to Human Resources Director describing the specific accommodation requested and explaining the need for accommodation.

Upon such request, the Town will promptly engage in an interactive exchange with you, as needed, in order to determine the feasibility of providing the requested accommodation, or any other reasonably available accommodation. In some cases, particularly when the disabling condition is not obvious (such as use of a wheelchair), the Town may request medical documentation from your medical or mental health provider. The documentation requested allows the Town to better understand several things: (1) describe the nature, severity, and duration of any impairment, (2) the activities that may be limited by the applicable condition(s); and (3) to substantiate the need, feasibility, and potential efficacy of your requested accommodation. You are not required to provide confidential health care information beyond that which meets the substantiation criteria.

~~The Town of Old Orchard Beach is committed to complying fully with the Americans with Disabilities Act (ADA) and the Maine Human Rights Act, and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.~~

~~Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential duties of the position.~~



~~Reasonable accommodation is available to all disabled employees where their disability affects the performance of job functions. Employees who believe they may require an accommodation should consult with their supervisor. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.~~

~~Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classification, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.~~

~~The Town will not discriminate against any qualified employees or applicants because they are related to or associated with a person with a disability. Furthermore, the Town is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and the Maine Human Rights Act.~~

**Sec. 3-3 Lactation Break**

In addition to the breaks required by law, the Town will provide adequate unpaid break time or permit an employee to use paid break time or mealtime each day to express breast milk for a nursing child.

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The Town will make reasonable efforts to provide a clean room or other location, other than a bathroom, where an employee may express breast milk in privacy. The Town will not discriminate in any way against an employee who chooses to express breast milk in the workplace.

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**ARTICLE IV CONDITIONS OF EMPLOYMENT**

**Sec. 4-1 Employment Classification**

**Regular full-time employees** work the standard work week (usually 37 or 40 hours) and are hired for an indefinite period of time, unless otherwise provided by agreement of the parties. Such employees may be exempt or non-exempt, based on the federal Fair Labor Standards Act criteria. Non-exempt employees are paid on an hourly basis and are eligible for overtime pay; exempt

#### **Sec. 4-15 Resignations**

An employee may resign from Town service in "good standing" upon the submittal of a written notice to the Department Head fourteen (14) calendar days in advance of the last day of actual work. Failure of a resigning employee to comply with this rule may be cause for denying future employment with the Town. The Town Manager may permit a shorter period of notice if extenuating circumstances exist. A statement should accompany the resignation by the department head as to the resigning employee's service performance and pertinent information concerning the cause of resignation. The effective date of the employee's termination with the Town is considered to be the last day actually worked.

Upon separation, the Town shall pay all wages owed as well as earned accruals due to the employee, if any, on the next regular pay day.

#### **Sec. 4-16 Lay Offs and Rehires**

During periods when the workload dictates, or a shortage of funds exists, the Town may be forced to lay off employees. In all lay off cases, the employee shall receive either a two-week notice or two week's pay.

#### **Sec. 4-17 Dress Code & Personal Hygiene**

The Town of Old Orchard Beach's objective in establishing a business casual dress code is to allow our employees to work comfortably in the workplace, while maintaining a professional presentation for our customers, potential employees, and community visitors. Business casual dress is the standard for this dress code.

Because all casual clothing is not suitable for the office, these guidelines will address what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests may not be appropriate for a professional appearance at work.

Clothing that reveals too much is not appropriate for a place of business, even in a business casual setting. Graphic/offensive tees, pajamas, spandex, gym clothes, overalls, and torn, dirty or frayed clothing are unacceptable.

Fridays are dress down days, jeans that are not ripped, torn or frayed, can be worn with a casual top. There may be other "theme" days when slightly more casual attire may be allowed.

No dress code can cover all contingencies, so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business casual attire for work, please ask your supervisor or Director of Human Resources before doing so. If you have medical or religious issues that impact upon your choice of clothing, please also bring them to our attention in advance.

If clothing fails to meet these standards, as determined by the employee's supervisor and Director of Human Resources, the employee will be asked not to wear the inappropriate item to work again.

If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. All other policies about personal time use will apply. Progressive disciplinary action may be applied if dress code violations continue.

Town of Old Orchard Beach employees are expected to meet hygiene requirements during regular business hours for the duration of their employment.

- Maintain personal cleanliness by bathing daily.
- Oral hygiene (brushing of teeth) required.
- Use deodorant / anti-perspirant to minimize body odors.
- No heavily scented perfumes, colognes and lotions. These can cause allergic reactions, migraines and respiratory difficulty for some employees.
- Clean and trimmed fingernails
- Wash hands after eating, or using the restrooms.

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## ARTICLE V. EMPLOYEE CONDUCT AND DISCIPLINE

### Sec. 5-1 Employee Conduct

The Town requires that all employees treat the public with promptness, patience, courtesy and respect. The Town also expects all employees conduct themselves in a manner non-discreditable to the Town or their respective departments.

### Sec. 5-2 Progressive Discipline

The Town has a policy of progressive discipline of employees, which means that repeated instances of poor job performance or misconduct will be subject to progressively more severe sanctions, which may include oral or written warnings, counseling, and suspension with or without pay, demotion or termination. Progressive discipline does not mean that the initial disciplinary response to unsatisfactory job performance or misconduct will always be the same.

Serious job performance problems or misconduct such as, but not limited to, dishonesty, violence or theft may result in more severe disciplinary sanctions, up to and including dismissal, even on the first occurrence.

When in the judgment of the appointing authority, whether a department head or the Town Manager, an employee's work performance or conduct justifies disciplinary action, the employee may be disciplined. Consideration shall be given to the severity of the performance problem or misconduct and prior disciplinary sanctions, in any, against the employee prior to imposing any

## AGENDA ITEM # 7922

**Discussion with Action:** Approve the quote from ICC Community Development Solutions for electronic document management for \$14,083.00 from account 20107-50310 Town Clerk Service Contracts Expense with a FY 24 balance of 28,275.00. This purchase will take place after July 1, and is part of the approved FY 24 Budget.

Chair: Shawn O'Neill

# Town of Old Orchard Beach

York County

## Enterprise Content Management System – Cloud System

June 9, 2023

Valid for 30 days



**Bruce Cadman**  
**Director of Sales**  
**518-441-6496**  
[BCadman@icc-cds.com](mailto:BCadman@icc-cds.com)

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## LASERFICHE CLOUD SITE LICENSE OVERVIEW- UNDER 10K POPULATION

The Laserfiche Cloud site license introduces a straightforward software license that includes a wide variety of features to benefit all departments of the municipality. The ICC-CDS package includes document management automation, a public portal to host public records and all training necessary to get started. All of this is hosted on Amazon Web Services, so no internal IT resources are required.

While many features and functionality are available, listed below, we start with the described base package and provide training and resources to get you started. As you become more familiar, we can add automation, integrations with 3<sup>rd</sup> party applications and more.

### Laserfiche Cloud Features

Features		Cloud Add-Ons	
Full Users	Up to 100	Quick Fields Complete with Agent	10+
100 GB storage per user	✓	Workflow Bots for Process Automation	1+
Document Management	✓	Public Portal	Unlimited
Audit Trail	Advanced with Watermarks	Forms Portal	Unlimited
Direct Share	✓	Participant or Community Users	Can be Purchased
Data Encrypted at Rest	✓	<b>Cloud Integrations</b>	
Automated and Encrypted Backups	✓	Microsoft 365 Integration w/ Co-Editing	✓
Automated Text Extraction (OCR)	✓	Integration with DocuSign	✓
Import Agent with Email Archiving	✓		
Connector	✓		
Surveys	✓		
Records Management	✓		

\*As a cloud-based system, updates and new features are automatically pushed out, no IT involvement.

**\*Note that this Municipal Site license includes anywhere from 1-100 licenses**

### Annual Software and Support

On a monthly basis Laserfiche adds features and performance enhancements to an existing version of its software known as "updates." Licensee will receive all updates as released.

### Additional Module Training

The Laserfiche site license comes with the ability to create online Forms and Surveys, use Laserfiche Connector to manipulate data in 3<sup>rd</sup> party programs, use Quick Fields to capture batches of documents to save time, and much more. Some of these modules are easy to learn in 1-2 hours while others may take 4-6 hours. We will work with you to determine the number of hours of training you would like and agree before proceeding with any training.

**Automation Configuration with Laserfiche Process Automation Tools**

Tools included with the Laserfiche Cloud include Workflow, Robotic Process Automation, online Forms, Records Management, and more. We work to understand your process and use the existing tool set to build automation suited specifically to your environment. All projects will be scoped out ahead of time and the hours/price agreed to before beginning the work.

**Access to Online Support Resources**

The Laserfiche Support Site contains detailed technical information to increase your product knowledgebase. The Laserfiche Cloud Help Files contain useful information to help you get started with your Laserfiche Cloud account. Laserfiche also has numerous help videos which walk you through the product to help you become more familiar and comfortable with all the different features. Additionally, Laserfiche Cloud Answers is an online forum that allows Laserfiche Cloud subscribers to collaborate on ideas and solutions.

**Pricing/Services**

Product	Description	Qty	Model#	Unit Price	Total Price
<b>Cloud System</b>	1 to 100 Full Users	1	CLXGOV10	\$5,000.00	\$5,000.00
<b>Storage</b>	100 GB per user included (Overages will be \$30 per 10 GB annually) Storage is pooled	-		-	-
<b>Configuration and Training</b>	Onsite	2		\$2,200.00	\$4,400.00
<b>Laserfiche Forms Training</b>	Onsite	2		\$2,200.00	\$4,400.00
<b>Data Migration</b>	Legacy Laserfiche Data Migration to Cloud - remote	1		\$700.00	\$700.00
<b>Project Coordination</b>	Remote	1		\$300.00	\$300.00
<b>*Laserfiche Trade-In Credit</b>	Legacy Laserfiche Software Trade-In Credit	1		-\$717.00	-\$717.00
<b>Total</b>					<b>\$14,083.00</b>

***This is a 3 Year Contract: Year 2 and 3 for the described Laserfiche Cloud solution: \$5,000.00***

***\*This is a one-time credit and estimated.***

***Note that this Municipal Site license includes anywhere from 1-100 licenses***



**Adjustments to Performance Schedule; Delays:**

**Adjustments to Schedule:** Upon the mutual consent of the Municipality and ICC Community Development Solutions, the "Performance Schedule" may be changed or extended as provided under "Delays" below.

**Delays:** Client must notify ICC Community Development Solutions, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables within each step of the Implementation timeline. Such notification must identify the reason for the delay, as well as the anticipated period of delay. Any delay on the part of the customer that extends 10 working days beyond the target date for completion of any step will result in a project restart and additional charges will be identified as part of a change order provided to the customer. This clause shall not apply in case of force majeure.

## AUTHORIZATION & AGREEMENT

The Town of Old Orchard Beach, York County, Maine hereby agrees to the procedures outlined above, to ICC Community Development Solutions Terms & Conditions and to the License Agreements for the software referred to above, all of which are available at <https://icc-cds.com/terms-conditions>, and are incorporated herein by reference, and authorizes ICC-CDS to proceed with the project.

### **Electronic Document Management Project**

**\$14,083.00**

*Estimated Annual support fee second year forward (SAAS): \$5,000.00*

*If/when the client wishes to implement the additional modules included with their licenses, there may be additional development, configuration and training time required. These additional service fees would not apply until you are ready and agree to implement additional components.*

### **SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE**

\$4,283.00 of the project price shall be invoiced upon customer site activation.

\$4,700.00 of the Configuration and Training services shall be invoiced as completed.

\$4,400.00 of the Forms Training services shall be invoiced as completed.

\$700.00 of the Data Migration services shall be invoiced as completed.

**(Client please fill out) Invoice for this Project to be sent to:**

**Department:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

### **TOWN OF OLD ORCHARD BEACH, YORK COUNTY, MAINE**

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

### **ICC-CDS, LLC**

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**To authorize the project:**

- 1. Sign the Proposal and return to your Solutions Account Executive**
- 2. Fax or email the Authorization & Agreement Section only to: [ICCCDS@icc-cds.com](mailto:ICCCDS@icc-cds.com) • fax (585) 328-8189**
- 3. Mail the signed Proposal to ICC-CDS at: 781 Elm Grove Road • Rochester, NY 14624**

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## APPENDIX A – INSTALLATION, TRAINING AND SUPPORT

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### **Pre-Installation Teleconference and Technical Review**

Prior to the installation and training, one of ICC-CDS's technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda.

### **Customized Training**

ICC-CDS provides practical training sessions to ensure that your users keep pace with "best practices" and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

**Our standard Laserfiche user training** covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

**Administrator Training** covers the system administrative functions and typically takes place throughout the sessions, as appropriate.

### **TECHNICAL SUPPORT-SAP**

Technical Support covers all questions that might arise with your Laserfiche system should a technical issue arise.

The first line of technical support is via telephone, using our toll-free number (855-436-5500) or via e-mail at [lfsupport@icc-cds.com](mailto:lfsupport@icc-cds.com). With Basic SAP service, technical support requests not immediately addressed will be acknowledged within 8 business hours, with the majority of response times within 2 hours. ICC-CDS's support technician will discuss the issue with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you. You will also receive a Case number for future reference. By providing remote diagnostics and remediation to our clients, we can provide you with quick resolution of your issues to keep you up and running.

**SOFTWARE PATCHES AND UPGRADES:**

In addition to receiving technical support, customers with a current LSAP/SAAS contract will receive **critical program updates within the current version of Laserfiche**. This is extremely important because Laserfiche is continuously improved to be even more powerful and efficient. You will receive routine system updates automatically.

Services covered under Support:

- Remote troubleshooting and repair to the best of our ability of any errors generated by Laserfiche
- Remote troubleshooting and repair to the best of our ability any Laserfiche functionality that is not working
- Respond to request calls within 8 business hours, if not immediately
- Provide technical support between the hours of 8:00 AM - 5:00 PM EST
- User group meetings
- Access to Laserfiche's knowledgebase
- Access to webinars

Services not covered under Support:

- Training - New user or refresher training - either on-site or remote
- Addition of custom features or functionality to the software
- Support or troubleshooting of third-party software
- Faults or problems caused by unauthorized access to configuration information or changes to components by the user or a third party.
- Problems or faults caused by use of the product outside its normal operating conditions.
- On-site technical support, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.
- On-site consulting or training, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.

Customer's Obligation:

- To have Internet access on all workstations where the Laserfiche client is installed and be willing to allow our Support Technicians remote access to the Customer's Laserfiche system via GoToAssist or other acceptable remote access tool.
- To designate an IT contact and to provide the name, phone number and e-mail address on the registration form.
- To describe technical issues completely in order to provide ICC-CDS's Support Technician sufficient information to be able to diagnose and reproduce the problem, including any identified error codes.

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## APPENDIX B – LASERFICHE CLOUD MIGRATION CONSIDERATIONS

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### Laserfiche Cloud Migration Considerations - Migrating Data From A Self-Hosted Laserfiche Repository Into Laserfiche Cloud

Disclaimer: In the event that installation of the migration utility on the customer's server is not feasible, the customer hereby authorizes us to securely transfer and migrate their data to our server, and the customer agrees to promptly provide us with the necessary data for successful migration.

The Repository Export Client is a batch upload tool that processes and uploads data from a self-hosted Laserfiche repository to a Laserfiche Cloud repository as part of a multi-phase process. Please review the below requirements for information on the Repository Export Client.

#### System requirements for the Repository Export Client:

Windows Server 2012 R2 and later, Windows 10 and later, 64-bit Windows operating system

Microsoft .NET Framework 4.8 or later

Microsoft Visual C++ Redistributable for Visual Studio 2019 (x64)

Laserfiche Server 8.2 or later

1 Laserfiche repository

2 GB of RAM.

*Note: The Repository Export Client must be run on the machine hosting Laserfiche Server.*

#### Supported source database engines:

Microsoft SQL Server 2012 (Service Pack 2) or later

Microsoft SQL Server 2014

Microsoft SQL Server 2016

Microsoft SQL Server 2019

*Note: The Repository Export Client does not support repositories hosted in Oracle Database.*

## **AGENDA ITEM # 7923**

**Discussion with Action:** Approve the quote from Kofile for electronic document management for \$7,860.00 from account 20107-50310 Town Clerk Service Contracts Expense with a FY 24 balance of 28,275.00. This purchase will take place after July 1, and is part of the approved FY 24 Budget.

Chair: Shawn O'Neill

6/10/2023

**Kim McLaughlin**

# **2023 Preservation Project**

**Old Orchard Beach, ME Town Records**

**SUBMITTED BY:**

Carolyn Yetto

Account Executive

Carolyn.Yetto@Kofile.com

518.526.6288

**Kofile** 

6300 Cedar Springs Road, Dallas, TX 75235

p: 214.442.6668 | f: 214.442.6669

[info@kofile.com](mailto:info@kofile.com) | [www.kofile.com](http://www.kofile.com)



Town of Old Orchard Beach, ME  
Kim McLaughlin  
1 Portland Avenue  
Old Orchard Beach, ME 04064

Dear Kim,

This proposal addresses the Town of Old Orchard Beach's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments and rehousing, including deacidification treatment and rebinding of each volume. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete your modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC) and is an Awardee of a Library of Congress FEDLINK Preservation Services for Library & Archival Collections contract.

### **SCOPE OF SERVICES**

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

#### *Pre-Preservation—Preparation for Image Capture & Archival Re-housing (PRE-PRV)*

- Remove fasteners, such as clips and brads. Surface clean to remove deposits.
- Flatten and humidify sheets, as needed.
- Files returned in acid-free file folders and corrugated archival boxes, as requested and appropriate.

#### *Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)*

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.



- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than  $\pm .5$ .
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1 ¼" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- Re-Binding/sewing style will be "case construction" with reinforcement in the end papers, cover to text attachment and cover construction. Any re-sewing should follow existing sewing stations and include sewn-in end papers.
- Boards to be of acid-free binders board of the best quality available and must be of sufficient thickness to preclude sagging or warping due to moisture or use. Cover material to be leather, imitation leather, buckram or canvas.
- A dedication/treatment report is included in each binder.

**PROJECT PRICING & OVERVIEW**

Without a signed agreement, prices are good for 90 days. This quote is based on estimated page counts and all final pricing is contingent upon lab evaluation at intake.

RECORDS SERIES TITLE	PAGE COUNTS	PRESERVATION COST
Town Records v. 18 (1968)	503	\$3,525.00
Town Records v. 19 (1969)	598	\$4,200.00
Estimated Return Shipping:		\$135.00
<b>PROJECT TOTAL:</b>		<b>\$7,860.00</b>

This proposal shall be governed by the terms of use found at [www.kofile.com/termsandconditions/](http://www.kofile.com/termsandconditions/).  
 Payment Terms: 100% upon executed agreement and delivery of materials to Essex VT lab (net 30 days).

**CUSTOMER ACCEPTANCE**

**KOFILE ACCEPTANCE**

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 Signature of Authorized Official

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 Signature of Authorized Official

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 Print Name of Authorized Official

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 Date

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 Date

### ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. The Town of Old Orchard Beach is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of the Town of Old Orchard Beach. This policy applies to any agreement, verbal or written, between the Town of Old Orchard Beach and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and the Town of Old Orchard Beach. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving the Town and working together for the preservation and access of its public and historical assets.

Sincerely,

Carolyn D. Yetto

*Carolyn D. Yetto*

c: 518.526.6288

e: Carolyn.Yetto@Kofile.com

**AGENDA ITEM # 7924**

**Discussion with Action:** Renew the liquor license for Jimmy the Greeks, (211-9-1), 215 Saco Avenue, m-s-v Class X in a Class A Lounge.

Chair: Shawn O'Neill

**ADJOURNMENT**

Chair: Shawn O'Neill