



## Town Council - Meeting Agenda

**July 25<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 6/20/23 Regular Council Meeting.

Chair: Shawn O'Neill

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

Lazy Days Restaurant, David A. Begin/Eric Begin, Port Georgia LLC (206-31-19-A), 4 First Street, m-s-v in a Class 1 Restaurant.

Chair: Shawn O’Neill

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

Lazy Days Restaurant, David A. Begin/Eric Begin, Port Georgia LLC (206-31-19-A), 4 First Street, victualers with prep and alcohol.

Dana and Kathleen Kango, (319-3-2), 5 Hampton Ave, 1 seasonal rental, STR.

Heidi and James Sherman Jr., (312-3-7), 104 First Street, 1 year round rental, STR.

Kristin Riciardone, (313-2-11), 3 Bay Ave Unit 23, 1 seasonal rental, STR.

Sully’s Seacoast LLC, Susan and Jeff Sullivan, (304-7-1), 78 East Grand #106, 1 seasonal rental, STR.

Joseph Slattery, (203-1-10), 91 Portland Ave, 1 seasonal rental, STR.

Abby & Wesley Jacobs, (304-7-1), 78 East Grand Ave # 208, 1 year round rental, STR.

LMM Hospitality LLC, Keshia and Zach Pratt, DBA BOBA (206-32-1), 15 Old Orchard St., victualers with prep, no alcohol.

Anne L’Heureux, (311-15-9), 8 Prospect Ave, 1 year round rental.

John & Jessica Mangini, (308-3-12), 74 Central Park, 1 seasonal rental, STR (new).

Dennis & Sharon Platt, (319-2-3), 11 Hampton Ave, 1 seasonal rental, STR (new).

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

Chair: Shawn O'Neill

# TOWN MANAGER REPORT

**NEW BUSINESS:**

**AGENDA ITEM #7925**

**Discussion with Action:** Approve the Old Orchard Beach Police Patrolmen's Association Union Contract for the Police Department effective July 1, 2022 through June 30, 2025.

Chair: Shawn O'Neill

AGREEMENT

BETWEEN

TOWN OF OLD ORCHARD BEACH

AND

OLD ORCHARD BEACH  
POLICE PATROLMEN'S ASSOCIATION  
**July 1, 2022 - June 30, 2025**

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This Agreement is entered into by the Town of Old Orchard Beach, Maine hereinafter referred to as the Town, and the Old Orchard Beach Patrolmen's Association, hereinafter referred to as the Association.

The parties agree as follows:

### **ARTICLE 1 – RECOGNITION**

The Town recognizes the Association as the sole and exclusive bargaining agent for all permanent full-time employees in the Police Department who have successfully completed their probationary period of employment except for the positions of Police Chief, Police Captain, Deputy Chief and Administrative Office Manager for the purposes of bargaining wages, hours of work, and working conditions.

### **ARTICLE 2 - MEMBERSHIP DUES**

The Town shall deduct regular weekly dues upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the local unit as to the amount of dues. All such authorization forms shall be supplied by the Association and be in a form that is satisfactory to the Town. The Town shall forward all dues collected to the Treasurer of the Old Orchard Beach Police Patrolmen's Association by the 10<sup>th</sup> of each month after the month in which deductions were made. The Association shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Association pursuant to this Article.

### **ARTICLE 3 - NON-MEMBER SERVICES**

Any employee who chooses not to become or remain a Unit Member shall be bound by such choice except as provided in this Article. Such an employee shall be entitled to representation by MAP under this Agreement but only upon payment to MAP of reasonable fees, including reasonable fees for employee representative services and for attorneys' fees, costs and expenses, including arbitrators' fees and expenses, incurred by MAP. The current schedule of MAP non-member fees is set forth below.

Any employee complying with these conditions shall be entitled to MAP services under the Agreement on the same basis and under the same terms as MAP members.

Any employee who is required by this Article to select from the options set out above may change his/her status with respect to those options during the twenty (20) calendar day period immediately prior to the expiration of this Agreement by giving written notice to the City and to MAP during that period.

Attorney Fees:	\$200.00 per hour
Field Representative Fees:	\$75.00 per hour

All fees are charged on the basis of minimum 15 minute periods.

## **ARTICLE 4 - WORK WEEK AND HOURS OF WORK**

A. The work week for employees covered by this Agreement shall be the one hundred and sixty-eight (168) hour period beginning each Sunday at 12:00 am and ending each Saturday at 11:59 pm. During each work week each fulltime employee shall be scheduled to work forty (40) hours composed of five (5) consecutive eight (8) hour days, except that the schedule may be modified if mutually agreed upon by the unit and the administration.

B. The schedule may change in limited circumstances, e.g. specialty details, training, etc., if agreed to by the employee. The work schedule will neither increase nor decrease (40 hours per week) unless an emergency is declared by the municipal officials.

C. The Town shall post the signup sheet for shift assignments three times per year. The dates will be December 15<sup>th</sup> and July 15<sup>th</sup> and will take effect at the beginning pay periods closest to January 15<sup>th</sup> and the following Sunday after Labor Day. The summer schedule will be posted no later than April 1st of the current year and will take effect the first full week that the full-time reserve schedule takes effect for the summer and will end one weekend after Labor Day. The Chief of Police may create a schedule that s/he believes meets the summer needs of the department incorporating a five day on and two day off schedule; if that does occur, the parties may modify, by mutual consent, the 5/2 schedule to, for example a 4/10 schedule, for a specific purpose and for a specific period of time.

D. The employees shall be allowed to sign up, within each classification, i.e. Patrol, Corporal, Sergeant, etc., by seniority. The Town shall determine prior to the posting of the shift, the specific makeup of that shift in regards to the numbers and types of classifications per shift.

E. In the event that a vacancy is created on one shift which is expected to last longer than thirty days, the Chief of Police may, in order to meet the needs of the department, modify or adjust the schedule, or make changes to the makeup of the shifts in regards to the numbers and types of classifications per shift. The town shall post for a period of three days the available vacancy to all members qualified to fill in the vacancy. The member with the most seniority within the vacant classification shall be given the opportunity to transfer to the vacancy.

F. Officers working on the 0000-0800 shift shall receive fifty cents (\$0.50)per hour shift differential increase to their normal hourly rates.

## **ARTICLE 5 - OVERTIME RATE OF PAY**

A. All hours worked by permanent, full-time employees in excess of forty (40) hours in any one hundred and sixty-eight (168) hour work week or eight (8) hours in any one day shall be paid at a monetary rate of one and one-half (1.5) times the base hourly rate. A day consists of beginning at 12:00 a.m. and ends at 11:59 p.m.

For purposes of this entire section, "hours worked" shall mean only hours actually worked by the employee. For the purposes of this entire section, "hours worked" shall not include:

1. Hours compensated for by sick leave.

2. Hours compensated for by bereavement leave.

3. Hours compensated for in accordance with Article 12, Outside Police Work.

Preference for overtime work shall be given first, to off-duty and available permanent full-time police officers. To ensure equality, as is current policy, a rotating file will be kept by the Chief or his designee. If an officer is awarded an overtime shift, that officer may work the shift, swap the entirety of the shift to another officer, or swap a portion of the shift with another officer. If a swap takes place, the employee who was originally awarded the shifts name will be checked off. Additionally, the original officer is responsible for covering the shift should the subject that they swapped with become unavailable. This may be accomplished by working the shift or finding another qualified replacement.

These swaps must be reported to the administration and approved prior to the swap taking place.

Each employee shall be limited to a maximum of twenty (20) hours of overtime work in any one hundred sixty-eight (168) hour period beginning Sunday at 12:00 am and ending Saturday at 11:59 pm.

No employee may commence working a double shift unless at least sixteen (16) hours has elapsed since the officer ended a previous double shift.

The Town agrees to provide at least eight bargaining unit positions for permanent full-time police officers during the term of this contract and at least nine such positions in the event that the number of regular full-time police officers in the unit is at any point increased to nine. Accordingly, the Association agrees that the four shifts subject to American Arbitration Association awards dated June 1, 1983, and June 30, 1983, may be offered to part-time dispatchers and special police officers before being offered to full-time police officers.

B. The Town agrees to maintain a two (2) person minimum staffing utilizing unit members. The use of reserve officers may be used only after a shift or detail has been offered to all full-time employees first. Once a non-supervisory patrol shift or detail has been offered to all permanent officers and no permanent fulltime officer takes the shift, or the detail, it may be filled with a reserve officer provided, however, that this shall only be done if the two officer minimum of permanent officers has been met. Shifts requiring a supervisor rank that have been offered and not accepted by a supervisor, may be filled by forced overtime. The Association agrees to give up any claim to the use of Reserve Officers for shifts worked over and above the two man minimum between the dates of April 15<sup>th</sup> to September 30<sup>th</sup>.

C. Employees shall be paid for all overtime worked and there shall be no "compensatory time" allowed for hours worked except for the exceptions listed below:

- Hours accrued through individual training
- Hours accrued through departmental or supervisory meetings and/or departmental training.

Compensatory time will be allowed up to a maximum of forty (40) hours for the above-mentioned reasons; however, employees hired prior to 7/1/2008 are not eligible for such compensatory time. Said compensatory time must (i) be used within the calendar year earned,(ii) must be pre-approved by the Chief or his/her designee, (iii) cannot be used so as to create overtime for the employee or other employees, and (iv) cannot be carried over from one calendar year to the next. Compensatory

time will be accrued on an hour for hour basis and not at the regular overtime rate, except for any compensatory time which is paid out. Compensatory time may only be utilized in such a manner as to not cause any overtime. At the option of management, hours spent at meetings and training may be designated as paid over time or comp time. Upon reaching a maximum of forty (40) hours of comp time, at the agreement of both parties, additional training requests may be handled on a case by case basis utilizing comp time over and above the forty (40) hour maximum. Any comp time granted over the forty (40) ~~16-hour~~ maximum must also be utilized within the calendar year.

## **ARTICLE 6 - OUTSIDE POLICE WORK**

A. The Town agrees to pay the following rates, within two pay periods of the date when the work is performed, for outside special details assigned by the Chief of Police to permanent, full-time police officers off-duty and available for such duties, including private functions, dances, sporting and athletic events, road construction jobs and activities of a public assembly nature:

B. For any school function, the pay rate shall be \$40.00/hour, with a minimum of four (4) hours guaranteed per employee. For any municipal function, the pay rate shall be the overtime rate of the individual officer working that detail with a minimum of four hours guaranteed per employee. For any private function (paid solely by an entity other than the municipality), the pay rate shall be \$80.00/hour, with a minimum of four (4) hours guaranteed per employee.

The Chief of Police, or her/his designee, shall have the responsibility of assigning outside, special details to those officers off-duty and available. The Chief of Police shall make every reasonable effort to equalize assignments on such outside, special details. A weekly log of these assignments and the hours worked on same shall be maintained by the Chief of Police.

Preference for outside, special details assigned by the Chief of Police shall be given, first, to off-duty and available permanent full-time police officers, and secondly, to other special and part-time police officers.

## **ARTICLE 7- CALL BACK PAY**

Employees called back to work for hours which are not annexed consecutively to one end or the other of the work shift shall receive a minimum of four (4) hours pay at time and one-half their base hourly rates of pay. Employees who have been called back under this article may be released at the sole discretion of the shift supervisor once the obligation for the call back has been fulfilled. This provision does not apply to scheduled overtime, holdover periods, nor to outside special details. As an exception to the call back provisions stated herein, the Department may schedule no more than four (4) department meetings not to exceed two (2) hours and members who attend on off-duty time shall receive three (3) hours pay at time and one-half their hourly rate.

## **ARTICLE 8 COURT TIME**

Police Department personnel covered by this Agreement making an off-duty attendance at District Court, Superior Court, Civil Court or Motor Vehicle Hearings, shall be paid for all hours of actual court time at the rate of time and one half the employee's regular rate or a minimum of four (4) hours regardless of the number of appearances in different proceedings within that four (4) hour time period on the same day; and additionally receive reimbursement for use of personal vehicle at the rate per mile of travel paid by the State of Maine. If any of the previously listed hearings are held via Zoom or such platforms that do not require in-person attendance and can be done from the officer's home, the employee shall receive two (2) hours of paid court time only. If the Zoom meeting takes place at the station, then the employee shall receive four (4) hours of paid court time. No compensatory time will be permitted.

## **ARTICLE 9 - SENIORITY**

A. A seniority list shall be established naming all the employees covered by this Agreement with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of hire. The list shall be made available to the Association.

B. Seniority shall be the governing factor in all matters affecting: promotion, transfer, recall and vacation preference provided the employees are equally qualified.

C. Seniority shall be the governing factor in reduction in work force.

D. In the event it becomes necessary for the Employer to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) calendar week advance notice of lay-off, and the Employer shall meet with the affected employees prior to the actual occurrence of lay-off. Employees shall be recalled from lay-off according to their seniority provided they are qualified to fill the position.

The affected employee has recall rights for eighteen (18) months from the date of such lay-off. The affected employee shall file in writing his or her then mailing address and telephone number, if any, with the Town Manager at her/his office and shall be obligated, as a condition of his recall rights for said eighteen (18) month period, to continue to inform the Town Manager in writing of any change thereafter. If the Town recalls any employee, they shall notify said employee by certified letter and said employee shall notify the Town in writing within fourteen (14) days of receipt of said letter if he/she wishes to return to work. Said employee will be required to report to work within twenty (20) days of giving notice to the Town of his/her desire to work.

## **ARTICLE 10 - MEAL PERIODS**

All employees shall be granted a meal period during each work shift at the discretion of the Police Chief or her/his designated representative. Whenever possible, the meal period shall be scheduled at the middle of each shift. The term meal period shall be construed to mean thirty (30) minutes. Employees are subject to call during meal periods.

## **ARTICLE 11 - HOLIDAYS**

A. The following holidays shall be paid holidays for all employees covered by this

Agreement:

New Year's Day	Indigenous Peoples Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Patriot's Day	Day after Thanksgiving Day
Memorial Day	1/2 Day Christmas Eve
Independence Day	Christmas Day
Labor Day	One Floating Holiday
	Juneteenth

- B. Holiday Pay: Eligible employees who perform no work on a holiday shall be paid holiday pay equal to eight (8) times their base hourly rate of pay.
- C. Holiday Work: If an employee works on any of the listed holidays he shall be paid one and one-half times the base hourly rate in addition to his holiday pay.
- D. If a holiday is observed while an employee is on vacation, he shall not be charged a vacation day for that day.
- E. The election to take holiday time in lieu of holiday pay must be made in writing prior to the first calendar day of the year.

Holiday hours may be taken as follows:

Hire date	# holiday hours allowed to comp	1/2 of time must be scheduled by	Notice given after 4/1 to use time	max allowed to cash in on 12/1	max allowed to rollover into new year	max new hours allowed jf rolling time over
prior to 7/1/2008	116	1/31	3 days	58	40	
						40
7/1/2008 forward	56	1/31	3 days	56	40	40

Effective January 1, 2009, holiday time may not be used during the so called blackout

periods. These blackout periods shall include the three days prior to Memorial Day and Labor Day, and shall include the three days prior to and following July 4<sup>th</sup> {for a total of 12 black out days). Any employee who resigns or retires from active duty with the Town at a time when he/she has used more holiday time than the number of enumerated holidays already celebrated in that year shall forfeit one day (8 hours) of accumulated sick/vacation leave for each eight hours of holiday time used. If, at the time of resignation or retirement, the employee doesn't have a large enough sick/vacation time balance to cover this payback of holidays the appropriate monetary adjustment will be made to his/her final paycheck.

## **ARTICLE 12 - SICK LEAVE**

A. Sick leave shall accrue at the rate of one (1) day for each full calendar month of service beginning with the first full calendar month of employment. Sick time may be accumulated up to a maximum of one hundred two days (102) days.

Sick leave may only be used when personal illness or physical incapacity renders an employee unable to perform the duties of this position unless the employee is capable of other work in the department and is assigned to such other work.

Employees who do not utilize sick days during the first six months of the calendar year or during the second six months shall be eligible for an additional vacation day for each six-month period where no sick leave is utilized. Employees who utilize no sick days during the entire calendar year shall be eligible for a third additional vacation day.

B. When possible, the employee shall notify the Chief of Police at least two (2) hours before the beginning of her/his scheduled shift as to her/his unexpected absence due to sick leave reasons.

C. The Chief of Police may call upon an employee on sick leave, at his/her discretion. Any sick leave usage which lasts three (3) consecutive days or more may require the employee to present a doctor's certificate and the Town will pay the cost of the medical certificate. In cases where the Police Chief suspects abuse of sick leave, the Police Chief shall notify the employee, in writing, that a doctor's certificate shall be required from the employee for all subsequent absences where sick leave is used before payment of sick leave may be made.

D. Employees hired prior to July 1, 2013 who have at least ten (10) years of service shall be compensated for seventy five (75%) of their accumulated unused sick leave, up to 90 days, when they are permanently separated from employment as a result of voluntary resignation or retirement. Employees hired on or after July 1, 2013 shall be compensated for fifty percent (50%) of their accumulated unused sick leave, up to 90 days, with at least ten (10) years or more of service when they are permanently separated from employment as a result of voluntary resignation or retirement. All employees with five (5) years of service, but less than ten years, shall receive twenty five percent (25%) of their accumulated sick leave upon separation. Any employee with less than five years of service shall not receive any cash value for unused sick leave. In the event of the death of the employee, the employee's designated beneficiary will receive the compensation as herein mentioned above.

E. Family Sick

The Town will abide by the State and Federal Family and Medical Leave Acts. Forty (40) hours of sick leave annually may be used for the care of an employee’s ill or injured spouse, parent, or child(ren) and/or step children. Employees may use up to 24 hours of family sick leave and still be eligible for the additional vacation day incentive provided for in Section A of this Article.

F. Sick Leave Bank

The town shall establish an employee sick and vacation donation program for members of the police department that enables members of the department to donate a portion of their accrued sick or vacation time to other employees in need. In order to be eligible for an award of donated sick or vacation time, employees must have completed their probationary period; be on approved medical leave; have qualified for income protection; have exhausted all accrued paid leave and income protection time, and not be receiving compensation through workers compensation or social security disability insurance. Hours of accrued sick or vacation time are donated on a purely voluntary and confidential basis by employees. Employees who intend to donate must maintain a balance of twelve (12) sick days and ten (10) vacation days for personal use. Any employee who wishes to make a sick or vacation leave donation to the sick bank should contact the Human Resources Manager to determine eligibility and to fill out the necessary written authorization. Any single employee who makes application for sick bank usage shall not receive more than sixty (60%) percent of time in the bank.

**ARTICLE 13 - ANNUAL VACATIONS**

A. Permanent, full-time employees hired prior to July 1, 2016, shall be allowed annual vacations with pay based upon the following schedule:

- After being employed one (1) continuous year = eighty (80) hours
- After being employed two (2) continuous years = ninety-six (96)
- After being employed three (3) continuous years = one hundred twelve (112) hours
- 

YEARS OF CONTINUOUS SERVICE (BEGINNING ACCRUAL)	MAXIMUM ANNUAL VACATION HOURS ACCUMULATION	HOURS OF VACATION ACCRUED PER WEEKLY PAY PERIOD
Date of hire through 2 <sup>nd</sup> year	80 hours	1.538 hours
Beginning 3 <sup>rd</sup> year	96 hours	1.846 hours
Beginning 4 <sup>th</sup> year	112 hours	2.154 hours
Beginning 5 <sup>th</sup> year	128 hours	2.462 hours
Beginning 6 <sup>th</sup> year through completion of 10 <sup>th</sup> year	144 hours	2.769 hours
Beginning 11 <sup>th</sup> year through completion of 20 <sup>th</sup> year	160 hours	3.077 hours
Beginning 21 <sup>st</sup> year through retirement	200 hours	3.846 hours

- After being employed four (4) continuous years = one hundred twenty-



- eight (128) hours
- After being employed five (5) continuous years = one hundred forty-four (144) hours
- After being employed ten (10) continuous years = one hundred sixty (160) hours
- After being employed twenty (20) continuous years = two hundred (200) hours

Employees hired July 1, 2016 forward, shall begin accruing eighty (80) hours vacation time annually upon date of hire. Accrued vacation time cannot be used in the first six (6) months of employment without written approval of the Police Chief.

B. Employees hired prior to July 1, 2016 may carry over up to twenty-five (25) days of accumulated vacation time from one year into the next year. Employees hired July 1, 2016 forward, may carry over up to fifteen (15) days of accumulated vacation time from one year into the next year.

#### **ARTICLE 14 - PERSONAL LEAVE TIME**

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

- Thirty (30) hours of personal leave. Application shall be made to the Chief of Police or her/his designee in writing at least three (3) days before taking such leave (except in the case of emergency). No deduction to applicant's sick time shall be made for taking personal leave time hereunder and the time compensated for personal leave shall be considered hours worked for purposes of overtime under this contract.

Personal hours may be used in hourly increments. Personal hours do not accumulate year to year.

#### **ARTICLE 15 - BEREAVEMENT LEAVE**

In the event of a death in the employee's immediate family, employees may be granted a leave of absence with pay of up to forty (40) hours. Immediate family is defined as an employee's spouse, domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. In the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, and/or sister-in-law, the employee may be granted up to twenty-four (24) hours leave of absence with pay. This leave is intended for use during the days that fall within the family member's time of death and the day after the funeral. This leave may also be used for delayed burials/services with the prior approval of the departmental supervisor. Additionally, up to twenty-four (24) hours sick leave may be used by the member in the event of the death of any of the above.

#### **ARTICLE 16 - TIME OFF PROVISIONS**

- A. The Town agrees to accept all requests for use of time off under Articles 5,11,

13, & 14, on the basis of seniority, except as provided in Section B of this Article, in order to assure time off to all employees, provided that minimum manning of all shifts is assured.

B. One half (1/2) of all vacation and holiday comp time earned by the employee during the calendar year shall be scheduled by the employee prior to January 31 st of that year. It is the intent that the officer will take the vacation as submitted unless some event occurs beyond the control of the officer. Time off submitted during this period will be granted on the basis of seniority, except that periods of time off consisting of five days or more will be given priority over time off consisting of one to four days off. Once all time off has been submitted and approved, this time may not be subject to any "bumping rights" regardless of seniority. A schedule of all approved time off during this period will be posted in a conspicuous manner no later than the last day of February. Employees will be limited to only three (3) weeks of time off during the summer schedule as defined in Article 4. Once all employees have had an opportunity to lock in their time off, additional requests for time off may be requested subject to seniority. During this time period only one officer can be off per shift in a 24-hour period provided that no more than two (2) of these employees hold a supervisory rank. This paragraph shall not pertain to the positions of Detective, Detective Sergeant or Lieutenant. Time off scheduled by these employees shall not be counted towards the three (3) employees allowed time off in a 24-hour period. No time off shall be allowed during the blackout periods as referred to in Article 11. The Chief may at his discretion allow any time off requested during the blackout periods based on seniority.

C. Requests for time off outside of the initial window period shall be handled in the following manner:

Any request made and approved more than thirty (30) days in advance will not be subject to "bumping rights" regardless of seniority or type of day off. For any day off request made in under a thirty (30) day period, preference shall be first given to personal day requests, and then seniority shall be the deciding factor, except in instances when a personal day request would create a conflict for a request consisting of four (4) or more consecutive days off.

The most senior employees on a shift requesting use of time off will be allowed to take that time subject to the provisions of this Article. Should additional employees request use of time off on the same shift: the second most senior employee making the request will be permitted to take the time off if a qualified volunteer replacement can be found. No further requests for use of time off will be allowed for that shift. Every effort will be made by the Town to accommodate a request for use of time off consistent with the provisions of this Article. Notwithstanding the requirements of this Article, the Chief of Police or her/his designee may (a) deny the use of time off to meet emergencies; (b) require employees to work overtime in order to meet emergencies or to fill the shift of the first employee on on a shift requesting use of time off; or (c) at their discretion, waive the requirements of the Article for use of time off and approve requests for use of time off.

## **ARTICLE 17 - INSURANCE AND RETIREMENT**

A. A comprehensive health insurance plan is available to regular full time employees. The Town will pay eighty percent (80%) of the premium cost of this coverage for the employee and his/her qualifying dependents. The Town may offer more than one

plan choice to employees. The Town agrees that the MMEHT (Maine Municipal Employees Health Trust) Comprehensive Point of Service (POS C) plan or equivalent will be offered as a choice to full time employees. An employee may only change to another plan during the Open Enrollment period. Employees may change coverage type (single, emp/spouse, etc.) for qualifying events at the time of the qualifying event.

Each employee covered under this bargaining agreement will pay twenty percent (20%) of the premium cost for their individual health insurance plan.

Eligibility for our group health insurance plan is determined according to the guidelines set forth by the health insurance plan administrator. Employees who choose not to enroll under our group health insurance plan and who can provide documentation that they have health insurance coverage under a spouse/partner's plan may be eligible to receive cash in-lieu-of this benefit. Employees who are eligible for the in-lieu-of benefit will receive twenty-five percent (25%) of the Town's share of annual single rate premium from the POS plan. Cash-in-lieu payments will be made on a weekly basis through regular payroll processing. Any cash-in-lieu payments will be taxed in conjunction with an individual's regular gross taxable earnings.

B. The Town agrees to provide a dental insurance plan for the employees covered by this unit. The Town agrees to provide fifty percent (50%) payment for said dental insurance plan. For example: depending upon each employee's legal status, the Town will pay fifty percent (50%) family coverage, or fifty percent (50%) employee and spouse coverage, or fifty percent (50%) single employee coverage. The employee's share shall be paid through payroll deduction. The Town will provide coverage under the Maine Municipal Employees Health Trust Dental Plan A or equivalent.

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

If an employee chooses to enroll under the ICMA plan, the Town will contribute eight (8%) percent of an individual's gross earnings to their plan. In addition to this employer portion, the employee has the option of contributing to the plan as well (up to the annual percentage limits set forth by the ICMA plan). Participants are fully responsible for any fees assessed by the Plan and are responsible for choosing from among a number of investment options.

If an employee chooses to enroll under MainePERS, both the participant's portion and the Town's matching contributions will be determined and set by MainePERS. Unit employees hired prior to October 12, 1992 shall be enrolled in MainePERS Plan 1C which allows a police officer to retire after twenty years of service. Any unit member hired on or after October 12, 1992 shall be enrolled in MainePERS Plan 3C. Employee contributions for either plan will be withheld through payroll deductions. The Town is not liable for any tax implications to individual plan participants.

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

D. The Town shall continue to maintain with the Maine Public Employees Retirement System the option allowing the purchase of military time.

E. The Town currently provides income protection coverage (i.e., short term disability insurance) to all full time employees through the Maine Municipal Employees Health Trust. The Town currently pays to insure each employee for fifty-five percent (55%) of his/her base pay. Employees may choose a coverage level higher than the fifty-five percent (55%) and may pay the additional premium for this coverage through a weekly payroll deduction.

It shall be the employees' responsibility to complete and submit all claim forms in accordance with the rules and requirements of the insurer and/or plan administrator. Employees may obtain copies of the applicable forms and instructions from the Town's Human Resource Office upon request. All determinations regarding eligibility for benefits will be made by the insurer and/or the plan administrator. Any dispute between an employee and the insurer and/or plan administrator regarding this benefit shall not be the subject of a grievance under this Agreement.

Employees who are eligible to receive Short Term Disability benefits will receive sick time pay during the benefit eligibility waiting period. Thereafter, they will receive the percentage of pay covered by this benefit for the duration of the disability coverage period. All Short Term Disability eligible employees will also be given the option of using their accumulated sick time as an offset to the 45% or 30% not covered by this benefit. The amount received between the Short Term Disability payments and an employee accumulated sick time shall not exceed the employee's base weekly wage during the duration of their disability. Any sick time paid out during an employee's period of disability will be processed through the Town's payroll system.

F. Employees not participating in the MEPERS shall be reimbursed up to one percent (1%) of base wage in the initial year of employment and up to one percent (1%) of W-2 wages earned thereafter for payment towards the purchase of disability insurance.

G. Employees who are covered by this Agreement and who are injured on the job shall receive for each day they are absent from work due to such injury in addition to compensation paid or payable under the Workers' Compensation Act an amount equal to the difference between such payments and eight (8) times their hourly wage provided the officer was not acting in a negligent manner or in violation of any departmental rule when the injury occurred. These payments shall continue until the employee is returned to active duty or separated from employment but not longer than 365 days for any one injury. Absence because of such injuries shall not be charged to accumulated sick leave.

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

I. Retirement Health Savings:

Effective December 1, 2021, the Town shall set up a Retirement Health Savings Account

(' RHTSA") for employees with employee contributions being made per the schedule outlined below. It is anticipated that the RHTSA will be administered through ICMA.

1. Participation is required of each employee.

2. The Town will make a one-time \$350.00 payment to each member's individual RHTS account for each member employed on December 1, 2021.

3. Sick leave accruals will be adjusted as follows:

a. Reduce maximum allowed to 720 hours.

b. Each employee who, as of December 1, 2021, has sick leave accruals above 720 hours will have 75% of the hours in excess of 720 hours put into RHTS account. This will bring their balance to 720 hours.

c. Annually, each employee who as of December 31, has an accrual balance between 784 and 816 hours will have the cash value of 50% of the hours exceeding 720 deposited into his/her RHTS account and will have their accrual balance reduced to 720 hours. Each employee who has an accrual balance between 720.01 and 783.99 hours, will have their accrual balance reduced to 720 hours, with 0% of excess sent to RHTS.

4. Vacation time accruals will be adjusted as follows:

a. Annually, each employee who, as of December 31, has an accrual balance over 200 hours will have the cash value of hours exceeding 200 hours, up to a maximum of 50 hours deposited into his/her RHTS account.

5. Holiday Comp

a. Annually, each employee as of December 31 will have the cash value of all accrued hours in excess of 40 hours deposited into his/her RHTS account.

6. Personal Time

a. Annually, the cash value of each employee's unused personal time hours as of December 31 will be deposited into his/her RHTS account.

7. Separation

a. Upon Separation each employee will have the cash value of all accrual benefits they are entitled to receive deposited into his/her RHTS account according to the service years as shown below:

i. 0-10 years - 25%

ii. 11-15 years - 30%

iii. 16-20 years - 50%

iv. 21-25 years - 60%

v. 26 + years - 75%

8. All paid out time is reported to MainePERS.

9. All separated employees will receive a 1095 tax form for the Affordable Care Act.

10. Withdrawal of Funds from the RHS Account may only occur upon separation from employment with the Town or at age 55 if still employed.

11. In the event that there is a "forfeiture" of funds in a particular RHS Account due to a lack of surviving qualified beneficiaries of that Account, the funds will be split equally among those Unit Members who are participating in RHS Program at that time.

## **ARTICLE 18 - EMPLOYMENT**

A. Employees shall serve a probationary period of twelve (12) months. Except as provided below, time served at the Maine Criminal Justice Academy Basic Law Enforcement Training Program shall not count towards the twelve (12) month probationary period. For employees that are hired who have graduated the Maine Criminal Justice Academy or who have attendance at the Academy waived by the Academy Directors, the probationary period shall be twelve (12) months from date of hire. Under no circumstances, however, shall any employee's probationary period last longer than eighteen (18) months. All employees who have worked said one (1) year period and have satisfactorily completed their probationary period shall be classified as permanent, full-time police officers and the probationary period shall then be considered as part of their seniority time.

Termination of employment during the probationary period shall not be subject to the grievance procedure of this contract. The probationer shall be covered by all other benefits of this contract after six (6) months from date of hire. Employees who are promoted within this unit shall serve a probationary period of six (6) months. Demotions during this probationary period shall not be subject to the grievance procedure of this contract. The probationer shall be covered by all other benefits of this contract.

B. Any rehired police officer, regardless of whether he or she has already served the probationary period, shall be required to serve another probationary period and shall not be entitled to prior seniority rights. The Town Manager may grant a leave of absence to any employee and during the period of absence, the employee shall not lose his/her seniority rights. During a leave of absence, the employee shall not accept employment elsewhere unless permission is obtained from the Town Manager.

C. All persons appointed to the position of probationary police officer shall live within a twenty (20) mile radius of the Old Orchard Beach Police station. This section shall also apply to all permanent, full-time police officers.

D. All new police officers, including rehired police officers, shall have a physical examination prior to employment. All employees shall have a physical examination at least every two (2) years. The Police Chief can require a physical examination of any employee at any time. Physicians for all examinations under this subsection shall be graduated from a Class A medical school, and are to be selected by the employee subject to the objection of the Town stated in advance with respect to any particular physician. The cost for all examinations under this subsection shall be absorbed by the Town, less insurance provided. Report of these examinations shall be made to the Police Chief on forms provided by the Town and the same shall become a part of the employee's personnel record. Should the employee refuse a physical examination at the request of the Police Chief, s/he will be summarily suspended, without pay, until the examination is completed.

## **ARTICLE 19 - DISCIPLINE AND DISCHARGE**

A. The Town shall furnish each new employee with a copy of all existing work rules upon employment and shall update working rules each year for distribution to all permanent, full-time employees. Any violation of the Departmental Rules and Regulations may constitute grounds for discipline and discharge. It will be the responsibility of employees to read the bulletin board or memoranda daily for working rules and amendments thereto.

## **ARTICLE 20 - SETTLEMENT OF DISPUTES**

A. Grievance and Arbitration Procedure: Any dispute which arises between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1 - Any grievance shall be presented in writing by a member of the Association to the department head within ten (10) calendar dates of its occurrence or within ten (10) days from the time the member had knowledge of the grievance. The department head shall respond to the Association or member, in writing, within ten (10) calendar days.

Step 2 - If the grievance still remains unadjusted, it shall be presented, in writing, within ten (10) calendar days after the response of the department head is due, by the Association to the Town Manager. The Town Manager shall respond to the Association within ten (10) calendar days.

Step 3 - If the grievance is still unsettled, either party may, within twenty- five (25) working days after the reply of the Town Manager is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Association within ten (10) calendar days after notice has been given. If the parties are unable to agree to a single arbitrator or to utilize the services of the Maine Board of Arbitration Association, either side may request the services of the American Arbitration Association, in accordance with the American Arbitration rules. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be required to issue his decision within (30) days after the conclusion of the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employee and the

Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Grievances initiated by the employer shall be processed in the same manner.

B. Processing Grievances during Working Hours - The Association may investigate and process grievances during working hours without loss of pay but in no case shall such time off exceed a total of two (2) hours per week for investigation except with the permission of the Police Chief.

## **ARTICLE 21 GENERAL PROVISIONS**

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

B. All references to employees in this Agreement designate both sexes, and wherever the male gender issued, it shall be construed to include both male and female employees.

C. The Town and the Association both mutually agree to not interfere with the rights of the other with regard to:

- Town and Association activities.

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

## **ARTICLE 22 - BULLETIN BOARD**

The Employer agrees to furnish and maintain a suitable bulletin board in the squad room. The Association shall limit its posting of notices and bulletins to such bulletin board.

## **ARTICLE 23 - ASSOCIATION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**

A. The employer agrees that during work hours on the Town's premises and without loss of pay, providing it does not impose any hardship on the employer and is done within a period of time that will not infringe upon the employee's duties and responsibilities to the Town, the Association representative shall be allowed to:

1. Post Association notices
2. Distribute Association literature
3. Transmit communications, authorized by the Association or its President, to the Town
4. Consult with the employer, his representative, local Association officers or



other Association representatives from the State, County and National unit concerning the enforcement of any provisions of this Agreement

5. Investigate grievances subject to the limitations set forth in Article 20, Section B
6. Attend negotiating meetings
7. Association Activities listed in Sections 1,2,3, and 4 shall be limited to two hours per week. Section 5 shall be limited as stated

#### **ARTICLE 24 - POLITICAL ACTIVITY**

Police Department employees of the Town are expected to exercise their legal rights as citizens to vote except that they will not engage in any political activities insofar as Town government is concerned and shall not participate in town election campaigns or hold any town elected office or position. Any employee choosing to become a candidate for a town elected office will be expected to first resign from the service of the Town.

#### **ARTICLE 25 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

A. The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Association acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

B. When existing rules are changed or new rules are established, providing such rules do not conflict with this Agreement, they shall be posted prominently on all bulletin boards for a period of three (3) consecutive working days before becoming effective.

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

#### **ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING**

If any employee is required to wear uniform, protective clothing or any type of protective device (including but not limited to riot clothing and protective vests) as a condition of employment, such uniform, protective clothing or protective device and accessories and accouterments shall be furnished by the Town to the employee. The cost of maintaining the protective clothing, device, uniform, accessories and accouterments in proper working condition shall be paid by the Town. The Town agrees to provide the Detectives with a plain clothes allowance of up to \$250.00 per year. Said clothing and method of payment shall be approved by the Chief of Police or his/her designee. It will be the responsibility of the Detectives to maintain and clean the plain clothes purchased as part of this allowance.

#### **ARTICLE 27 - STRIKES AND SLOWDOWNS PROHIBITED**

A. The Association agrees that during the term of this Agreement, neither it nor its officers or members will engage in, sanction, support or suggest any (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignations, (5) picketing which would involve suspension of or interference with normal working of the department of other Town Departments, The Town agrees that there will be no lockouts during the term of this Agreement.

B. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such duties and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the Town.

## **ARTICLE 28 - SAVING CLAUSE**

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions.

## **ARTICLE 29 - PAY SCALE**

Wage rate negotiated and agreed to by both parties shall become part of this contract and attached to this document as Exhibit #1. The field training officer shall be paid an addition \$1.00/hour for only those hours performing FTO duties.

At the sole discretion of the Town, newly hired officers may be placed up to the level of the 10 year step in the wage scale for qualified candidates. A qualified candidate is defined as one who has graduated from the Maine Criminal Justice Academy Basic School, or has a waiver from the Maine Criminal Justice Academy Board of Trustees. Advancement in the scale in such circumstances will continue as if the employee had completed the years of service at the place in the wage scale they were placed in at hire. Any employee hired as a "lateral" entry according to this section shall accrue vacation at a rate that is reflective of the years of service at the placement step on the wage scale. All other seniority and benefit issues shall be based on the actual date of hire, unless otherwise specified within this agreement.

## **ARTICLE 30 - OFF-DUTY INJURIES**

If a police officer, while off-duty, responds to a law enforcement type situation and gets injured while doing so, the Town shall assume responsibility for, and pay for, all medical, surgical and hospital expenses and any wages which might be lost as a result thereof. The police officer shall, however, seek payment or reimbursement for these expenses and wages from any insurance policy available to cover the same. In the first instance, the police officer will seek coverage through the workers compensation system, and then if necessary move to other forms of insurance that may be available, like disability insurance and general health insurance.

## **ARTICLE 31 - LEGAL AID AND PROTECTION**

The Town shall provide police professional liability coverage for members covered by this Agreement to the extent and limits stated in such policy of insurance. Such insurance policy shall cover the member when sued for damages as a result of acts as stated, defined and limited in said policy which arise out of and in the regular course of duty. The Town agrees to indemnify police officers for claims and suits which may arise which exceed the liability limits of the police liability policy within the same limitations as the police liability policy and provided that there is no willful negligence on behalf of the officers who are sued or against whom litigation is filed.

- The limits of liability coverage as stated in said policy meet or exceed the following limits:

Each Person  
\$1,000,000

Policy Period Aggregate  
\$1,000,000

### **ARTICLE 32 - TRAINING**

The Town will provide forty (40) hours of training per year for full-time members of this unit. Employees will be paid at the regular rate of pay for the time spent at the training sessions.

Notwithstanding Article 4 and Article 5 of this Agreement, any vacancy created by training may be filled by an officer at straight time pay to the extent permitted by applicable wage and hour laws.

### **ARTICLE 33 - MEMBERS' RIGHTS**

#### A. Investigation of Police Misconduct

1. Members of the Old Orchard Beach Police Department hold a unique status as police officers, and the security of the Town and its citizens depends to a great extent upon the manner in which members of the department perform their many duties, of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the action of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority. To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established:

a. The interrogation will be conducted at a reasonable time taking into consideration the working hours of the members and the legitimate interests of the department. The officer conducting the interrogation shall advise the member that an official investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall

identify the complainant. If it is known that the member being interrogated is a witness only, he shall so be informed.

b. In any case in which a police officer has been identified as a suspect in a criminal investigation, the so-called Garrity Warning shall be given to the member concerned, prior to the commencement of any questioning. The Garrity Warning shall be as follows:

“Officer, you are being questioned as part of an official investigation of the Old Orchard Beach Police Department. You will be asked questions relating to the performance of your official duties and conduct. You are entitled to assert your Fifth Amendment rights during the investigation. If you do so, you may be subject to suspension, termination or some other appropriate penalty. If you decide not to invoke the Constitutional privilege, anything said of an incriminating nature may not be used against you in a criminal proceeding.”

The interrogation shall be tape-recorded and the tape shall be preserved by the investigating officer until the investigation is completed and all charges are dropped or processed to conclusion. At his request, the member or his attorney may listen to, transcribe, or copy all or any portion of the tape.

The interrogation shall be conducted with as much confidentiality as possible. The interrogation of a member suspected of violating Departmental rules and regulations shall be limited to questions which are directly, narrowly and specifically related to the member's performance as it related to the alleged violation.

c. If the member is under arrest or is likely to be, that is, if he is suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.

d. In all cases in which a member is interrogated concerning a violation of Departmental rules and regulations which, if proven, would be likely to result in his removal from the department, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Association before being interrogated, and his attorney and/or a representative of the Association may be present during the interrogation.

e. The taking of a polygraph examination is voluntary. If the member under investigation is requested and agrees to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.

f. The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

- B. Disciplinary Proceedings - Any member who is charged with a violation of Department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty, or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the Chief or his representative no more than five (5) days after the date when the charge was made.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the Chief, or in his absence or incapacity, the acting Chief, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Association. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak on his behalf. Any disciplinary action taken against a member shall be subject to the grievance procedure.

- C. Personnel Files - Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other Town officials, in connection with official business, and in accordance with state and federal laws, except upon legally authorized subpoena or written consent of the member.

Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the department. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his personnel file a written refutation of any material which he considers detrimental.

No written reprimand which has not previously been the subject of a hearing shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

#### **ARTICLE 34- EDUCATIONAL INCENTIVE PLAN**

A. To encourage professional and academic development, the Town agrees to implement an educational incentive plan as set forth in this section. Any permanent employee who is a member of the bargaining unit shall be entitled to receive additional annual compensation based on the level of educational degree obtained based as follows: Associate's Degree = \$1000/year, for Bachelor's Degree = \$1,500/year. There shall be no annual incentive payout for members who have only partially completed a degree program. Payments under this Article shall be in addition to the base pay, and shall be made during the first pay period in December of each calendar year.

B. Any employee who obtains or maintains a level of EMT shall be entitled to receive a one-time payout of \$500 per year that the license is maintained. Payments under

this article shall be in addition to base pay and shall be made during the first pay period in December of each calendar year.

### **ARTICLE 35 - PHYSICAL FITNESS REQUIREMENT**

A. The Town of Old Orchard Beach and the Old Orchard Beach Police Patrolmen's Association jointly recognize that an employee's physical condition and fitness can have significant implications for the employee while in the performance of his or her duties. Therefore, all employees covered by this contract are encouraged to maintain a level of physical fitness appropriate to the demands of police work.

B. In order to assist employees in reaching and maintaining a high level of physical fitness, the Town shall provide to the employees the necessary and proper space and equipment for the training to meet the requirements of the physical examination. The physical fitness test shall not be required but shall be voluntary for those employees who elect to participate. Employees shall not be compensated for the time used to take the test.

C. The Town of Old Orchard Beach and the Old Orchard Beach Police Patrolmen's Association jointly recognize that in accordance with Article 17, Section A, of this agreement, no standards established in this agreement will be discriminatory and the standards set are the minimum standards. Different levels are established versus age.

D. The minimum test performance standards are established based upon the Maine Criminal Justice Academy physical fitness standards and programs. Employees shall be considered passed for the purpose of the examination, if the employee meets or exceeds the requirements in all categories, or fails no more than two (2) individual test components.

E. The Town shall offer the test twice per year, once in the Spring and once in the Fall.

F. The Town of Old Orchard Beach and the Old Orchard Beach Police Patrolmen's Association jointly agree that although the standards set forth in this Article are minimum standards, the demand of police work requires an officer to maintain physical fitness beyond the established minimum standards. The Town and OOBPPA both encourage officers to work to exceed the standards.

G. An employee who meets or exceeds every requirement of the physical examination in the spring and the fall attempt shall receive a cash bonus of \$500 for each physical examination passed (total annually of \$1,000) to be paid within one month of the examination.

### **ARTICLE 36 - TERM OF AGREEMENT**

This Agreement shall cover the rights of the parties from July 1, 2022 through and including June 30, 2025.

TOWN OF OLD ORCHARD BEACH

BY:

DATE: \_\_\_\_\_, 2023

OLD ORCHARD BEACH POLICE PATROLMEN'S ASSOCIATION

BY:

DATE: \_\_\_\_\_, 2023

WAGE SCALE 07/01/2022 THROUGH 06/30/2023

8%		0-2 yrs	2-5 yrs	5-10 yrs	10-15 yrs	15-20 yrs	20-25 yrs	25+ yrs
<b>Patrol Officer</b>	Step	0	1	2	3	4	5	6
	Annual	58518.72	62045.57	65774.59	67751.42	69144.19	70514.50	71907.26
	Weekly	1125.36	1193.18	1264.90	1302.91	1329.70	1356.05	1382.83
	Hourly	28.13	29.83	31.62	32.57	33.24	33.90	34.57
<b>Corporal</b>	Step		0	1	2	3	4	5
	Annual		69169.90	71165.95	73367.42	74805.12	76310.21	77837.76
	Weekly		1330.19	1368.58	1410.91	1438.56	1467.50	1496.88
	Hourly		33.25	34.21	35.27	35.96	36.69	37.42
<b>Sergeant</b>	Step		0	1	2	3	4	5
	Annual		72828.29	76444.99	79500.10	81095.04	82712.45	84397.25
	Weekly		1400.54	1470.10	1528.85	1559.52	1590.62	1623.02
	Hourly		35.01	36.75	38.22	38.99	39.77	40.58
<b>Detective</b>	Step		0	1	2	3	4	5
	Annual		63955.01	67751.42	69773.18	71046.29	61781.18	74041.34
	Weekly		1229.90	1302.91	1341.79	1366.27	1188.10	1423.87
	Hourly		30.75	32.57	33.54	34.16	29.70	35.60
<b>Lieutenant</b>	Step			0	1	2	3	4
	Annual			83835.65	85587.84	87250.18	89002.37	90754.56
	Weekly			1612.22	1645.92	1677.89	1711.58	1745.28
	Hourly			40.31	41.15	41.95	42.79	43.63



WAGE SCALE 07/01/2023 THROUGH 06/30/2024

5%		0-2 yrs	2-5 yrs	5-10 yrs	10-15 yrs	15-20 yrs	20-25 yrs	25+ yrs
<b>Patrol Officer</b>	Step	0	1	2	3	4	5	6
	Annual	61444.66	65147.85	69063.32	71139.00	72601.40	74040.22	75502.63
	Weekly	1181.63	1252.84	1328.14	1368.06	1396.18	1423.85	1451.97
	Hourly	29.54	31.32	33.20	34.20	34.90	35.60	36.30
<b>Corporal</b>	Step		0	1	2	3	4	5
	Annual		72628.39	74724.25	77035.80	78545.38	80125.72	81729.65
	Weekly		1396.70	1437.00	1481.46	1510.49	1540.88	1571.72
	Hourly		34.92	35.93	37.04	37.76	38.52	39.29
<b>Sergeant</b>	Step		0	1	2	3	4	5
	Annual		76469.70	80267.24	83475.10	85149.79	86848.07	88617.11
	Weekly		1470.57	1543.60	1605.29	1637.50	1670.16	1704.18
	Hourly		36.76	38.59	40.13	40.94	41.75	42.60
<b>Detective</b>	Step		0	1	2	3	4	5
	Annual		67152.76	71139.00	73261.84	74598.60	64870.24	77743.41
	Weekly		1291.40	1368.06	1408.88	1434.59	1247.50	1495.07
	Hourly		32.28	34.20	35.22	35.86	31.19	37.38
<b>Lieutenant</b>	Step			0	1	2	3	4
	Annual			88027.43	89867.23	91612.68	93452.49	95292.29
	Weekly			1692.84	1728.22	1761.78	1797.16	1832.54
	Hourly			42.32	43.21	44.04	44.93	45.81

WAGE SCALE 07/01/2024 THROUGH 06/30/2025

3%		0-2 yrs	2-5 yrs	5-10 yrs	10-15 yrs	15-20 yrs	20-25 yrs	25+ yrs
<b>Patrol Officer</b>	Step	0	1	2	3	4	5	6
	Annual	63288.00	67102.28	71135.22	73273.17	74779.44	76261.43	77767.71
	Weekly	1217.08	1290.43	1367.99	1409.10	1438.07	1466.57	1495.53
	Hourly	30.43	32.26	34.20	35.23	35.95	36.66	37.39
<b>Corporal</b>	Step		0	1	2	3	4	5
	Annual		74807.24	76965.98	79346.87	80901.74	82529.49	84181.54
	Weekly		1438.60	1480.11	1525.90	1555.80	1587.11	1618.88
	Hourly		35.97	37.00	38.15	38.90	39.68	40.47
<b>Sergeant</b>	Step		0	1	2	3	4	5
	Annual		78763.79	82675.26	85979.35	87704.29	89453.51	91275.62
	Weekly		1514.69	1589.91	1653.45	1686.62	1720.26	1755.30
	Hourly		37.87	39.75	41.34	42.17	43.01	43.88
<b>Detective</b>	Step		0	1	2	3	4	5
	Annual		69167.34	73273.17	75459.70	76836.56	66816.35	80075.71
	Weekly		1330.14	1409.10	1451.15	1477.63	1284.93	1539.92
	Hourly		33.25	35.23	36.28	36.94	32.12	38.50
<b>Lieutenant</b>	Step			0	1	2	3	4
	Annual			90668.25	92563.25	94361.07	96256.06	98151.06
	Weekly			1743.62	1780.06	1814.64	1851.08	1887.52
	Hourly			43.59	44.50	45.37	46.28	47.19

## **AGENDA ITEM #7926**

**Discussion with Action:** Approve the Local 2247 International Association of Firefighters AFL-CIO-CLC Union Contract for the Fire Department effective July 1, 2023 through June 30, 2026.

Chair: Shawn O'Neill

The current contract expired at the end of June, 2023. This is the new contract that covers through June, 30th, 2026. It is the result of multiple meetings between all parties.

**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF OLD ORCHARD BEACH**  
**&**  
**LOCAL 2247 INTERNATIONAL ASSOCIATION OF**  
**FIREFIGHTERS**  
**AFL-CIO-CLC**  
**JULY 1, 2023-JUNE 30, 2026**



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*APPENDIX A - CONTRACT PERIOD 07/01/2020-06/30/2021.....* **Error! Bookmark not defined.**

*APPENDIX B - CONTRACT PERIOD 07/01/2021-06/30/2022 .....**Error! Bookmark not defined.***  
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This Agreement is made and entered into this 1st day of July, 2023 by and between the Town of Old Orchard Beach, hereinafter referred to as "Town" and Local 2247, International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as "Local Union".

## **ARTICLE 1 - PREAMBLE**

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

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

## **ARTICLE 2- RECOGNITION**

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

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

Definitions:

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



the Fire Chief, Career Deputy Fire Chief, and Office Manager.

### **ARTICLE 3 - RELATIONSHIP**

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

### **ARTICLE 4 - DUES DEDUCTION**

The Town shall deduct union dues weekly from the first pay period upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the Local Union as to the amount for dues. All such forms shall be supplied by the Union and be satisfactory to the Town. The Town shall forward all such dues so collected to the Treasurer of the Local Union each month. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

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

### **ARTICLE 5 - SENIORITY**

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

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

### **ARTICLE 6 - DUTIES**

The duties of the uniformed members of the Old Orchard Beach Fire Department shall be the prevention, control and extinguishment of fires, performing all

emergency medical services for the community, and the saving of lives. They shall perform minor maintenance duties such as cleaning, sweeping, and minor repairs in the building and on the grounds, and minor maintenance on the equipment and apparatus.

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

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

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

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

Eight (8) firefighter positions, two (2) per shift, not including the Officer in charge, must be a paramedic position in order to provide the highest emergency medical services to the community. Whenever a vacancy occurs among the twenty (20) recognized positions and the vacancy that occurs will cause less than the eight (8) total paramedic positions, the vacancy must be filled with a paramedic. All other job requirements also apply. Any firefighter having a Paramedic, Basic or Advanced License at the time of hire (occurring after July 1, 1995), must always maintain their respective license levels at all times as a condition of hire. Failure to do so is automatic just cause for dismissal.

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

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

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

If a firefighter is expected to be absent from his/her shift for ninety (90) days or greater, a temporary firefighter can be hired for the length of the employee's absence. The temporary firefighter shall meet all requirements for permanent hire which include the specifics of this Article, have a valid Maine driver's license,

pass a new hire physical fitness test, and background investigation. Both the Union and Management shall have the right to modify these requirements upon mutual agreement.

Should the Department hire an individual for a fire fighter position that is in addition to the number of permanent, full-time fire fighter positions authorized by the Town Council, that individual so hired shall possess a Fire Fighter I certification recognized by the Maine Fire Service Institute and shall be able to operate as a licensed EMT-A in the State of Maine at the time of appointment. As a condition of employment, the employee shall be enrolled or shall enroll in the first available EMT-Paramedic course recognized by Maine Emergency Medical Services, and shall become a Maine Emergency Medical Technician licensed to the Paramedic level.

## **ARTICLE 7 LATERAL TRANSFER AGREEMENT**

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

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

Advancement in the scale in such circumstances will continue as if the employee had completed the years of service at the place in the wage scale they were placed in at hire. Any employee hired as a “lateral” entry according to this section shall accrue vacation at a rate that is reflective of the years of service at the placement step on the wage scale. All other seniority and benefit issues shall be based on the actual date of hire, unless otherwise specified within this agreement.

## **ARTICLE 8- SHIFT SUBSTITUTIONS AND SWAPS**

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

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

## ARTICLE 9 - HOLIDAYS

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

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

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

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

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

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

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

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

# ARTICLE 10 - VACATIONS

## Section 1-Firefighter

### Firefighter Vacation

Service Months		Weekly Accrued Amount	Max Limit
From	To		
0	12	0.923	48
13	60	1.846	96
61	120	2.769	144
121	240	3.69	192
241	999	4.615	240

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

Employees may carry no more than the maximum limit plus 96 hours at any time.

Employees who are separated in good standing (as stated in Article 11) from the Fire Department and who have accrued vacation to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation.

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

No more than two (2) Firefighters per shift shall be on vacation at a time during a week unless authorized by the Fire Chief.

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

Employees who use their vacation time in increments of twenty-four (24) hours

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

## Section 2- Office Manager

### **Office Manager vacation**

<b>Service Months</b>		<b>Weekly Accrued Amount</b>	<b>Max Limit</b>
<b>From</b>	<b>To</b>		
0	59	2.13	111
60	119	2.85	148
120	999	3.5577	185

Employees may carry no more than the maximum limit plus 74 hours at any time. Vacation leave accrues on a pro-rata basis each month during the year it is accrued, commencing on the employee's date of employment. Accrued vacation time will be reflected on employees' paycheck stubs. No vacation may be utilized during the first six months of employment.

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

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

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

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

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

**ARTICLE 11 - SICK LEAVE**

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

Section 1-Firefighters

**Firefighter sick (hired before 7/1/13)**

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

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

**Firefighter sick (hired after 7/1/13)**

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

Payout would be fifty percent (50%) of accumulated sick hours with a maximum

payout of seven hundred and twenty (720) hours, after a minimum service of ten (10) years of continuous service and separation is in good standing.

Separation in good standing means:

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

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

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

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

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

Section 2-Office Manager

**Office Manager sick**

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

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



If an employee completes six (6) months (calculations will be July-December & January-June) continuous service without using any sick leave, that employee shall receive seven (7) hours regular pay in addition on his/her next scheduled paycheck.

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

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

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

Section 4-Family Leave Hours

Firefighters will be allowed 48 hours to be used as Family Leave hours, these hours shall not be carried year to year (Jan-Dec). Firefighter requests shall be made to Fire Chief, Deputy Chief or in his/her absence, the on duty OIC, at least two days before taking such leave, except in the case of emergency. For the purposes of this section, the immediate family is defined as including those living in the household as a family unit, grandparents, parents, brothers, sisters, children, step-children, spouse and domestic partner.

Days used under Section 4 shall be subtracted from unused sick leave.

**ARTICLE 12 - PERSONAL LEAVE TIME**

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

Section 1-Personal Hours

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

	Personal Hours
--	----------------

Firefighters	48
Office Manager	14

## **ARTICLE 13 - BEREAVEMENT LEAVES**

In the event of a death in the employee's immediate family, employees may be granted a leave of absence with pay of up to four (4) consecutive calendar days. Immediate family is defined as including those living in the household as a family unit, an employee's spouse, domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. In the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, and/or sister-in-law; the employee may be granted up to two (2) days leave of absence.

This leave is intended for use during the days that fall within the family member's time of death and the day after the funeral. This leave may also be used for delayed burials/services with the prior approval of the Fire Chief or Deputy Chief.

## **ARTICLE 14 - WORKER'S COMPENSATION**

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

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

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

In the event that an employee collecting Worker's Compensation is determined by the applicable physician to be available to work light duty assignments, the Fire Chief shall determine if a suitable light duty assignment is available and the

schedule that the employee will work. The schedule may be Monday through Friday with hours similar to the administration office, up to forty-two (42) hours per week.

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

## **ARTICLE 15 - INSURANCE**

### Section 1: Health Insurance

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

Premiums will be paid as shown below:

Health Insurance	Town will pay	Employee will pay
Firefighters	80%	20%
Office Manager	85%	15%

Eligibility for our group health insurance plan is determined according to the guidelines set forth by the health insurance plan administrator. Employees who choose not to enroll under our group health insurance plan and who can provide documentation that they have health insurance coverage under a spouse/partner's plan may be eligible to receive cash in-lieu-of this benefit. Employees who are eligible for the in-lieu-of benefit will receive twenty-five percent (25%) of the Town's share of annual single rate premium from the POS plan. Cash-in-lieu payments will be made on a weekly basis through regular payroll processing. Any cash-in-lieu payments will be taxed in conjunction with an

individual's regular gross taxable earnings.

Upon retirement a firefighter may continue his/her membership in the Town's health insurance program, at his/her own expense.

Firefighters shall be given the option to enroll in the Maine State Health Subsidy Program at hire or for up to five (5) years of employment. Terms of enrollment are set by the Program administrators.

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

## Section 2: Dental Insurance

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

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

## Section 3: Life Insurance

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

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

## Section 4: Short Term Disability Insurance

The Town currently offers income protection coverage (i.e., short term disability insurance) to all full time employees through the Maine Municipal Employees Health Trust. Employees may choose a coverage level of either 55% or 70% of their salary. Employees shall pay the premium for the selected coverage through

a weekly payroll deduction. Employees may opt to not enroll for coverage, but may have to complete additional information and may be denied, if enrolling at a later date.

It shall be the employees' responsibility to complete and submit all claim forms in accordance with the rules and requirements of the insurer and/or plan administrator. Employees may obtain copies of the applicable forms and instructions from the Town's Human Resource Office upon request. All determinations regarding eligibility for benefits will be made by the insurer and/or the plan administrator. Any dispute between an employee and the insurer and/or plan administrator regarding this benefit shall not be the subject of a grievance under this Agreement.

Employees who are eligible to receive Short Term Disability benefits may use sick time pay during the benefit eligibility waiting period. Thereafter, they Employees must use enough sick time to cover all benefits for each weekly payroll

## **ARTICLE 16 - CLOTHING ALLOWANCE**

If any firefighter is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or protective device and accessories shall be furnished by the Town to the firefighter. The cost of maintaining the protective clothing, device, and accessories in proper working condition shall be paid by the Town. The Town shall provide uniforms for the first (1<sup>st</sup>) year of employment. The uniforms provided will be at the discretion of the Fire Chief.

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

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

Firefighters beginning their second (2<sup>nd</sup>) year of employment prior to the start of the fiscal year, shall receive a clothing allowance in the amount equal to the prorated adjustment for the number of weeks remaining until the start of the fiscal year.

Clothing allowance shall not rollover year to year.

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

## **ARTICLE 17 - RETIREMENT**

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

If an employee chooses to enroll under the ICMA plan, the Town will contribute eight percent (8%) of an individual's gross earnings to their plan. In addition to this employer portion, the employee has the option of contributing to the plan as well (up to the annual percentage limits set forth by the ICMA plan). Participants are fully responsible for any fees assessed by the Plan and are responsible for choosing from among a number of investment options.

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

Effective August 1, 2023, If a firefighter chooses to enroll under MainePERS, both the participant's portion and the Town's contributions will be determined and set by MainePERS. Firefighters shall be enrolled in MainePERS Plan 3103C which allows a firefighter to retire after twenty five years of service, with cola and no minimum age. The Town shall allow regular Firefighters the option to purchase military time from MainePERS at no cost to the Town. The Town shall adopt the Survivors Benefit and Retirement Adjustment Allowance provision of MainePERS.

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

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

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

## **ARTICLE 18 - PAY SCALE**

Wage rate negotiated and agreed to by both parties shall become part of

this contract and attached to this document as Exhibit # 1.

To encourage professional and academic development, the Town agrees to implement an educational incentive plan as set forth in this section. Any permanent employee who is a member of the bargaining unit shall be entitled to receive additional annual compensation based on the level of educational degree obtained based as follows: Associate's Degree = \$1000/year, for Bachelor's Degree = \$1500/year. There shall be no annual incentive payout for members who have only partially completed a degree program. Payments under this Article shall be in addition to the base pay, and shall be made during the first pay period in December of each calendar year.

## ARTICLE 19 - EMERGENCY CALL BACK TIME

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

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

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

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

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

Time worked by regular Fire Fighters, off duty, who come back to work to fill in for another Fire Fighter due to sick leave, bereavement or vacation time, shall not be considered callback time.

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

## ARTICLE 20- HOURS OF WORK

## Section 1- Firefighters:

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

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

Sleep and meal time will constitute hours of work.

## Section 2- Firefighter Overtime Distribution:

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

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

The procedure for distributing overtime shall be a mutually agreed upon process between Local 2247 and the management team. This agreement shall be found in Appendix O of this document. At no time shall either party change the overtime distribution process unilaterally. The change in process shall only be implemented after a 7 day notification/withdrawal period by either party without cause or explanation. After the 7 day notification/withdrawal period, the overtime distribution process shall be placed in effect on the first day of the next month starting at 0700 hours.

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

The parties by mutual agreement may modify this section.

## Section 3-Office Manager

The Office Manager will work a 37 hour week. The week will consist of four (4) days at seven and a half (7 ½) hours and one (1) day at seven (7) hours, unless otherwise authorized by the Chief.

Overtime will not be paid until the Office Manager has worked forty (40) hours, according to FLSA guidelines. The Office Manager will have a one (1) hour



unpaid lunch break.

#### Section 4- Compensatory Time

If an employee makes a request to receive compensatory time for overtime hours worked, The Chief shall make the sole determination as to whether to grant compensatory time off or pay the overtime. Compensatory time shall only accrue up to twenty-four (24) hours. Compensatory time must be used by December 15<sup>th</sup> or be paid out by the last payroll of the calendar year. Use of compensatory time must be used with the permission of the Chief and not create overtime.

### **ARTICLE 21 - ABSENTEEISM**

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

### **ARTICLE 22 - VACANCIES AND PROMOTIONS**

#### **Eligibility**

Eligibility

1. To be eligible for promotion to the position of Lieutenant, an employee must have a Paramedic license and have served a minimum of two (2) years of continuous, full-time service in the Old Orchard Beach Fire Department. Any employee who will become eligible for promotion during the period that the list of qualified candidates is valid may take the exam. Final eligibility will be determined by the date on which the Fire Chief is notified in writing of a vacancy.
2. To be eligible for promotion to the position of Captain, an employee must be currently working as a full-time Lieutenant in the Old Orchard Beach Fire Department or have a Paramedic license and have a minimum of ten (10) years continuous service as a full-time firefighter, five (5) years of which must be in the Old Orchard Beach Fire Department. Any employee who will become eligible for promotion during the period that the list of qualified candidates is valid may take the exam. Final eligibility will be determined by the date on which the Fire Chief is notified in writing of a vacancy.

#### Establishing a "List of Qualified" Candidates

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

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

The list of Qualified Candidates will be active for 1 year after posting of results for any future vacancies.

## Procedure

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

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

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

The Chief shall provide to all potential candidates, a study guide/reading list consistent with the written exam sixty days (60) prior to the exam.

## Scoring

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

Written Exam	30 points
Oral/Assessment	30 points
Box Drill	10 points
Length of Service	10 points
Certifications	20 points

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

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

<b>Certifications</b>	<b>Points</b>
Firefighter 2	1
Fire Instructor 1	1
Fire Instructor 2	1
Fire Officer 1	1
Fire Officer 2	1
Fire Officer 3	1
Fire Officer 4	1
FTO	1
Incident Safety Officer (ProBoard)	1

Managing Fire Officer	2	
Hazmat Tech	1	
Preceptor/EMS Students	1	
ACLS Instructor	1	
PALS Instructor	1	
CPR Instructor	1	
IC/EMS	1	
AVOC/EVOC Instructor	1	
Lieutenant	1	
Military	1	
Associates or Bachelors	2 or 3	based on highest level, noncumulative

### **Appointment of Promotion**

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

The parties by mutual agreement may modify this article.

### **ARTICLE 23 - DETAILS TO OTHER TOWN DEPARTMENTS OR UTILITY COMPANIES**

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

### **ARTICLE 24 - OPERATING FIRE FIGHTING APPARATUS**

At no time shall unqualified personnel operate any fire apparatus, not including the service truck, unless the service truck is utilized as a Brush unit or in the case of an emergency. The Fire Chief shall determine who is qualified. At all times, this provision may not be used to lay off any full time employees. Except as where otherwise specifically allowed within the contract, the Town agrees to a four (4) full time equivalent person minimum manning at all times. In the event of a vacancy during a shift, regardless of the cause, the first vacancy will not be routinely filled with overtime as long as the minimum staffing level is maintained.

### **ARTICLE 25 - GRIEVANCE PROCEDURE**

Section 1: Grievance and arbitration procedure - Any dispute, which arises

between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

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

B. If the Union and the Fire Chief have not resolved the grievance within ten (10) calendar days, and the Union wishes to continue the grievance process, the Union shall submit the details of such grievance in writing to the Town Manager. Within ten calendar days thereafter, the Town Manager may meet with the representatives of the Union for the purpose of adjusting or resolving such grievances. The Town Manager shall render his/her written decision within ten (10) calendar days from said meeting.

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

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

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

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

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

F. All grievances shall be commenced not later than fourteen (14) calendar days after the occurrence of the event giving rise to the grievance, or within

fourteen (14) calendar days after the time such event became known to the Union or to the employee or employees concerned, whichever shall be later.

Section 2: Grievance Committee - Employees selected by the Union to act, as Union representatives shall be known as "Stewards". The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Town by the Local Union and the individuals so certified shall constitute the Union Grievance Committee. The purpose of the grievance committee will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Town other issues, which would improve the relationship between the parties.

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

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

## **ARTICLE 26 - UNION BULLETIN BUSINESS**

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

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

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

## **ARTICLE 27 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

Section 1: The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Local Union recognizes that the Town has the right to issue rules and regulations governing the selection, promotion, appointment, dismissal, and hiring for the Fire Department; however, said rules

and regulations will be discussed with Union Representative(s) before implementation. This does not; however, make said rules and regulations subject to Union approval, unless the subject matter involves changes to mandatory subject of bargaining. Nothing in this agreement shall be construed to imply that the unit members have given up the statutory right to just cause provision on all issues relating to discipline and discharge issues.

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

Section 3: The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective by electronic email, data diskette or paper. New employees shall be provided with a copy of the rules at the time of hire.

## **ARTICLE 28- SCHOOLING AND TRAINING**

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

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

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

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

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

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

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

#### Bridge Program

To encourage the professional development of the department, the Town agrees to implement an incentive plan as set forth in this section. A firefighter who enters the bridge program as an EMT-B or EMT-A, the Town will pay the cost of a paramedic program. Upon completion of the program, the employee will be committed to maintaining employment with the Town for a minimum of a five (5) year period. If the employee separates before completion of the program, they will be responsible to repay the full amount of the program to the Town. If the employee separates after completing the program but before the five years has been completed, the employee will be responsible to repay a prorated amount to the Town. If an employee does not pass on the first attempt, any additional attempts will not be paid for by the Town.

## **ARTICLE 29 - GENERAL PROVISIONS**

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

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

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

## **ARTICLE 30 - SAVINGS CLAUSE**

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

## **ARTICLE 31 - HEALTH AND SAFETY**

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

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

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

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

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

## **ARTICLE 32 - PHYSICAL EXAMINATIONS**

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

## **ARTICLE 33 - PHYSICAL FITNESS REQUIREMENT**

Section A: Firefighters shall have two (2) opportunities to take the physical fitness examination. The first offering will be in the Spring (April or May) and the second will be in the Fall (September or October). The physical fitness examination standards (Exhibit #2) shall be set with the approval of both the Union and Fire Chief on the validity of the standards. Firefighters shall be considered passed for the purpose of the examination, if the firefighter meets or exceeds the requirements in all categories.

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



Section C:

The Town shall provide a maximum of twelve hundred dollars (\$1200) fiscally, towards the Fire Department physical fitness program.

Section D: Any firefighter who meets or exceeds every requirement of the physical examination shall receive a bonus of two hundred and fifty dollars (\$250) payable in a separate check on the next pay period for each examination passed in the calendar year.

The parties agree to cooperate to develop a comprehensive fitness and wellness program.

**ARTICLE 34 - FIRE INSPECTOR POSITION SIDE BAR**

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

**ARTICLE 36- TERM OF AGREEMENT**

This Agreement shall govern the rights of the parties from July 1, 2023 until and including June 30, 2026.

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

LOCAL UNION 2247  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS

TOWN MANAGER  
OLD ORCHARD BEACH

BY: \_\_\_\_\_

By: \_\_\_\_\_

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

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

FIRE CHIEF

By: \_\_\_\_\_

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

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

**APPENDIX B - CONTRACT PERIOD 07/01/2023-06/30/2024**

		<b>0-1 YRS</b>	<b>2-3 YRS</b>	<b>4-5 YRS</b>	<b>6-8 YRS</b>	<b>9-12 YRS</b>	<b>13-15 YRS</b>	<b>16-18 YRS</b>	<b>19-22 YRS</b>	<b>23+ YRS</b>
	<b>STEP</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Firefighter EMT B</b>	Annual	\$52,484.14	\$54,286.16	\$59,473.77	\$64,829.66	\$65,637.44	\$65,904.06	\$66,376.51	\$66,816.88	\$67,138.09
	Weekly	\$1,009.31	\$1,043.96	\$1,143.73	\$1,246.72	\$1,262.26	\$1,267.39	\$1,276.47	\$1,284.94	\$1,291.12
	Hourly	\$24.03	\$24.86	\$27.23	\$29.68	\$30.05	\$30.18	\$30.39	\$30.59	\$30.74
<b>Firefighter EMT A</b>	Annual	\$54,883.92	\$56,744.24	\$62,240.48	\$67,665.43	\$68,654.32	\$68,929.24	\$69,325.07	\$69,688.75	\$70,231.94
	Weekly	\$1,055.46	\$1,091.24	\$1,196.93	\$1,301.26	\$1,320.28	\$1,325.56	\$1,333.17	\$1,340.17	\$1,350.61
	Hourly	\$25.13	\$25.98	\$28.50	\$30.98	\$31.44	\$31.56	\$31.74	\$31.91	\$32.16
<b>Firefighter EMT P</b>	Annual	\$58,749.60	\$60,890.97	\$66,789.86	\$72,766.27	\$73,741.41	\$74,107.45	\$74,571.49	\$75,132.17	\$75,591.14
	Weekly	\$1,129.80	\$1,170.98	\$1,284.42	\$1,399.35	\$1,418.10	\$1,425.14	\$1,434.07	\$1,444.85	\$1,453.68
	Hourly	\$26.90	\$27.88	\$30.58	\$33.32	\$33.76	\$33.93	\$34.14	\$34.40	\$34.61
<b>Lieutenant EMT P</b>	Annual	\$67,092.48	\$68,686.13	\$73,138.58	\$77,630.49	\$78,285.58	\$78,585.25	\$78,958.32	\$79,329.50	\$79,674.19
	Weekly	\$1,290.24	\$1,320.89	\$1,406.51	\$1,492.89	\$1,505.49	\$1,511.25	\$1,518.43	\$1,525.57	\$1,532.20
	Hourly	\$30.72	\$31.45	\$33.49	\$35.55	\$35.85	\$35.98	\$36.15	\$36.32	\$36.48
				<b>STEP</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Captain EMT B</b>	Annual				\$68,167.01	\$71,062.99	\$73,051.01	\$74,258.87	\$75,571.88	\$77,424.83
	Weekly				\$1,310.90	\$1,366.60	\$1,404.83	\$1,428.06	\$1,453.31	\$1,488.94
	Hourly				\$31.21	\$32.54	\$33.45	\$34.00	\$34.60	\$35.45

<b>Captain EMT A</b>	Annual				\$69,560.40	\$73,694.71	\$75,878.41	\$77,507.79	\$78,995.68	\$81,421.89
	Weekly				\$1,337.70	\$1,417.21	\$1,459.20	\$1,490.53	\$1,519.15	\$1,565.81
	Hourly				\$31.85	\$33.74	\$34.74	\$35.49	\$36.17	\$37.28
<b>Captain EMT P</b>	Annual				\$75,522.72	\$79,650.91	\$81,766.40	\$83,170.00	\$84,988.89	\$87,497.03
	Weekly				\$1,452.36	\$1,531.75	\$1,572.43	\$1,599.42	\$1,634.40	\$1,682.64
	Hourly				\$37.44	\$38.34	\$38.81	\$39.12	\$39.51	\$40.06

		0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS
	STEP	0	1	2	3	4	5	6
<b>Office Manager</b>	Annual	\$49,100.48	\$50,967.02	\$52,833.23	\$54,041.10	\$55,328.98	\$55,934.61	\$58,033.87
	Weekly	\$944.24	\$980.13	\$1,016.02	\$1,039.25	\$1,064.02	\$1,075.67	\$1,116.04
	Hourly	\$25.52	\$26.49	\$27.46	\$28.09	\$28.76	\$29.07	\$30.16

**APPENDIX B - CONTRACT PERIOD 07/01/2024-06/30/2025**

		0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	19-22 YRS	23+ YRS
4%	STEP	0	1	2	3	4	5	6	7	8
<b>Firefighter EMT B</b>	Annual	\$54,580.78	\$56,466.01	\$61,849.13	\$67,413.96	\$68,254.37	\$68,549.64	\$69,026.63	\$69,480.90	\$69,821.61
	Weekly	\$1,049.63	\$1,085.88	\$1,189.41	\$1,296.42	\$1,312.58	\$1,318.26	\$1,327.44	\$1,336.17	\$1,342.72
	Hourly	\$24.99	\$25.85	\$28.32	\$30.87	\$31.25	\$31.39	\$31.61	\$31.81	\$31.97
4%										
<b>Firefighter EMT A</b>	Annual	\$57,079.28	\$59,009.93	\$64,733.76	\$70,366.73	\$71,411.56	\$71,684.12	\$72,092.97	\$72,479.10	\$73,046.94
	Weekly	\$1,097.68	\$1,134.81	\$1,244.88	\$1,353.21	\$1,373.30	\$1,378.54	\$1,386.40	\$1,393.83	\$1,404.75
	Hourly	\$26.14	\$27.02	\$29.64	\$32.22	\$32.70	\$32.82	\$33.01	\$33.19	\$33.45
4%										
<b>Firefighter EMT P</b>	Annual	\$61,099.58	\$63,325.52	\$69,458.19	\$75,681.72	\$76,681.11	\$77,067.24	\$77,544.23	\$78,134.78	\$78,611.77
	Weekly	\$1,174.99	\$1,217.80	\$1,335.73	\$1,455.42	\$1,474.64	\$1,482.06	\$1,491.24	\$1,502.59	\$1,511.76
	Hourly	\$27.98	\$29.00	\$31.80	\$34.65	\$35.11	\$35.29	\$35.51	\$35.78	\$35.99
4%										
<b>Lieutenant EMT P</b>	Annual	\$69,776.18	\$71,434.27	\$76,067.85	\$80,746.85	\$81,428.26	\$81,723.53	\$82,109.66	\$82,495.80	\$82,859.21
	Weekly	\$1,341.85	\$1,373.74	\$1,462.84	\$1,552.82	\$1,565.93	\$1,571.61	\$1,579.03	\$1,586.46	\$1,593.45
	Hourly	\$31.95	\$32.71	\$34.83	\$36.97	\$37.28	\$37.42	\$37.60	\$37.77	\$37.94
4%										
				<b>STEP</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Captain EMT B</b>	Annual				\$70,889.15	\$73,910.05	\$75,976.99	\$77,226.24	\$78,589.06	\$80,519.71
	Weekly				\$1,363.25	\$1,421.35	\$1,461.10	\$1,485.12	\$1,511.33	\$1,548.46

	Hourly				\$32.46	\$33.84	\$34.79	\$35.36	\$35.98	\$36.87
4%										
<b>Captain EMT A</b>	Annual				\$72,342.82	\$76,635.69	\$78,907.05	\$80,610.57	\$82,155.09	\$84,676.30
	Weekly				\$1,391.21	\$1,473.76	\$1,517.44	\$1,550.20	\$1,579.91	\$1,628.39
	Hourly				\$33.12	\$35.09	\$36.13	\$36.91	\$37.62	\$38.77
4%										
<b>Captain EMT P</b>	Annual				\$85,039.72	\$87,083.94	\$88,151.48	\$88,855.60	\$89,741.43	\$90,990.68
	Weekly				\$1,635.38	\$1,674.69	\$1,695.22	\$1,708.76	\$1,725.80	\$1,749.82
	Hourly				\$38.94	\$39.87	\$40.36	\$40.68	\$41.09	\$41.66

		0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS
4%	<b>STEP</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Office Manager</b>	Annual	\$51,064.50	\$53,005.43	\$54,946.36	\$56,206.97	\$57,547.61	\$58,167.91	\$60,348.95
	Weekly	\$982.01	\$1,019.34	\$1,056.66	\$1,080.90	\$1,106.68	\$1,118.61	\$1,160.56
	Hourly	\$26.54	\$27.55	\$28.56	\$29.21	\$29.91	\$30.23	\$31.37

**APPENDIX B - CONTRACT PERIOD 07/01/2025-06/30/2026**

		0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	19-22 YRS	23+ YRS
4%	<b>STEP</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Firefighter EMT B</b>	Annual	\$56,764.01	\$58,724.65	\$64,323.10	\$70,110.52	\$70,984.54	\$71,291.63	\$71,787.70	\$72,260.14	\$72,614.47
	Weekly	\$1,091.62	\$1,129.32	\$1,236.98	\$1,348.28	\$1,365.09	\$1,370.99	\$1,380.53	\$1,389.62	\$1,396.43
	Hourly	\$25.99	\$26.89	\$29.45	\$32.10	\$32.50	\$32.64	\$32.87	\$33.09	\$33.25
4%										
<b>Firefighter EMT A</b>	Annual	\$59,362.45	\$61,370.33	\$67,323.11	\$73,181.40	\$74,268.02	\$74,551.49	\$74,976.69	\$75,378.26	\$75,968.82
	Weekly	\$1,141.59	\$1,180.20	\$1,294.68	\$1,407.33	\$1,428.23	\$1,433.68	\$1,441.86	\$1,449.58	\$1,460.94
	Hourly	\$27.18	\$28.10	\$30.83	\$33.51	\$34.01	\$34.14	\$34.33	\$34.51	\$34.78
4%										
<b>Firefighter EMT P</b>	Annual	\$63,543.57	\$65,858.54	\$72,236.52	\$78,708.98	\$79,748.36	\$80,149.93	\$80,646.00	\$81,260.18	\$81,756.24
	Weekly	\$1,221.99	\$1,266.51	\$1,389.16	\$1,513.63	\$1,533.62	\$1,541.34	\$1,550.88	\$1,562.70	\$1,572.24
	Hourly	\$29.10	\$30.16	\$33.08	\$36.04	\$36.51	\$36.70	\$36.93	\$37.21	\$37.43
4%										
<b>Lieutenant EMT P</b>	Annual	\$72,567.23	\$74,291.64	\$79,110.56	\$83,976.72	\$84,685.39	\$84,992.47	\$85,394.05	\$85,795.63	\$86,173.58
	Weekly	\$1,395.52	\$1,428.69	\$1,521.36	\$1,614.94	\$1,628.57	\$1,634.47	\$1,642.19	\$1,649.92	\$1,657.18
	Hourly	\$33.23	\$34.02	\$36.22	\$38.45	\$38.78	\$38.92	\$39.10	\$39.28	\$39.46
4%										
				<b>STEP</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

<b>Captain EMT B</b>	Annual				\$73,724.71	\$76,866.46	\$79,016.07	\$80,315.29	\$81,732.62	\$83,740.50
	Weekly				\$1,417.78	\$1,478.20	\$1,519.54	\$1,544.52	\$1,571.78	\$1,610.39
	Hourly				\$33.76	\$35.20	\$36.18	\$36.77	\$37.42	\$38.34
4%										
<b>Captain EMT A</b>	Annual				\$75,236.53	\$79,701.11	\$82,063.33	\$83,834.99	\$85,441.29	\$88,063.35
	Weekly				\$1,446.86	\$1,532.71	\$1,578.14	\$1,612.21	\$1,643.10	\$1,693.53
	Hourly				\$34.45	\$36.49	\$37.57	\$38.39	\$39.12	\$40.32
4%										
<b>Captain EMT P</b>	Annual				\$88,441.31	\$90,567.30	\$91,677.54	\$92,409.83	\$93,331.09	\$94,630.31
	Weekly				\$1,700.79	\$1,741.68	\$1,763.03	\$1,777.11	\$1,794.83	\$1,819.81
	Hourly				\$40.50	\$41.47	\$41.98	\$42.31	\$42.73	\$43.33

		0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS
4%	<b>STEP</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Office Manager</b>	Annual	\$53,107.08	\$55,125.65	\$57,144.22	\$58,455.25	\$59,849.51	\$60,494.62	\$62,762.91
	Weekly	\$1,021.29	\$1,060.11	\$1,098.93	\$1,124.14	\$1,150.95	\$1,163.36	\$1,206.98
	Hourly	\$27.60	\$28.65	\$29.70	\$30.38	\$31.11	\$31.44	\$32.62

## APPENDIX D-OVERTIME DISTRIBUTION

### Scheduled Overtime:

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

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

### Emergency Overtime:

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

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

- Shift will be paged out on Aladtec to notify crew members of the vacancy.
- Person filling overtime will start at top of overtime list and call crew member and leave voice message stating the shift available, and what time they are calling.
- A **5-minute wait period** after leaving voice message is required before calling next crew member.
- Person filling overtime should pay attention to Aladtec when filling, if a crew member

signs up on Aladtec and is next to call, crew member who signed up will be assigned the shift, and a phone call will be made to notify the crew member of their assignment.

- If you answer the phone and refuse shift or sign up on Aladtec and are denied for the shift, you **do not** move on the overtime list.
- If you are approved on Aladtec, or answer the phone and accept shift, **you move** to bottom of overtime list at time of filling.

### **Immediate Overtime:**

Definition: Overtime that is filled less than 4 hours.

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

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

### **Short-Time Overtime:**

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

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

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

### **Cancelled Overtime:**

Definition: When Overtime is taken back from crew members by management.

Example: Crew member on extended sick leave returns sooner than anticipated, Vacation plans canceled.

- In the event crew members overtime is “taken back,” The crew members will move to

the top of the list in the order the over time was filled for shifts being taken back.

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

### **Vacation Leave and Overtime:**

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

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

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

### **Officer Overtime Exception:**

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

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

### **Sick Leave and Overtime:**

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

### **Forced Overtime:**

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

Employees working a forced overtime shift will not lose their spot in the regular overtime rotation.

When the force happens at shift change, the OIC will force one member for the day shift and another member for the night shift from the off going shift. The on-coming OIC shall be obligated to attempt to fill the night shift with voluntary overtime. If the Night shift is filled with voluntary overtime, the member forced in the morning will be notified and removed from the forced overtime list. If not voluntarily filled, the member forced in the morning will be expected to cover the night shift.

### **You are Ineligible to be forced IF:**

- You are on personal leave
- You are on vacation, which begins at 0700 of your last shift worked prior to

vacation day.

- You are on Sick, FMLA, or form of medical or disability leave.
- You have worked 72 consistent hours for Old Orchard Beach Fire Department
- While an individual is on a “swap,” the firefighter not at station cannot be forced.



## AGENDA ITEM #7927

**Discussion with Action:** To see if the Town of Old Orchard Beach will vote to change its plan for its firefighters for future service only effective August 1, 2023.

The Town agrees to:

- a) Adopt Special Plan 3C for its full-time firefighters who regularly work at least 37 hours per week, 52 weeks per year for service rendered after July 31, 2023. Service rendered by firefighters before August 1, 2023 remains under Special Plan 2C; and
- b) Continue to provide Special Plan 3C to its full-time police officers hired after October 11, 1992 who regularly work at least 37 hours per week, 52 weeks per year; and
- c) Continue to provide Special Plan 1C to its full-time police officers hired before October 12, 1992 who work at least 37 hours per week, 52 weeks per year; and
- d) Continue to provide Regular Plan AC to all other full-time employees who regularly work at least 37 hours per week, 52 weeks per year; and
- e) Continue to exclude all other employees, including per diem only employees, elected officials and election workers, from participating in the plan; and
- f) To authorize Diana Asanza, Town Manager to sign the Amended Agreement between the Town and the Maine Public Employees Retirement System.

Motion approved as written.

Chair: Shawn O'Neill

## AGENDA ITEM #7928

**Discussion with Action:** Shall the Town Council adopt amendments to Ch. 78, Art. VI, Secs. 78-518, 717, 747, 803, 833, 869, 993, 1023, 1134 and Art. VII, Sec. 78-1281. This is a new ordinance proposing regulations for lodging establishment conversions to condominiums.

Chair: Shawn O'Neill

**TO: Old Orchard Beach Town Council  
Diana Asanza, Town Manager  
Tim Fleury, Executive Assistant**  
**FROM: Planning Department**  
**SUBJECT: Lodging Condominium Ordinance Amendments**  
**DATE: 18 July 2023**

During December of last year, Council enacted a moratorium associated with lodging establishments (i.e., motels, hotels, inn's, bed and breakfast) converting to condominiums. This moratorium prevents anyone from converting a lodging establishment into a condominium while the moratorium is in-effect.

Why did we decide to enact a moratorium? Lodging establishment conversions to condominiums have been identified as a concern to town staff. It's a concern due to the recent increase in conversion proposals and inquiries and the minimal jurisdiction and standards available to staff to evaluate conversion proposals as well as a possible way to circumvent rules. To prevent these unregulated conversions from continuing and to allow the town to consider its options, we felt a temporary pause to conversion proposals (through a moratorium) was necessary to allow time to research and develop appropriate mechanisms that provide more protection to occupants of the units, abutting property owners, and the town as a whole.

After consideration of our options, it was clear development of an ordinance with specific regulations for lodging condominium projects is the best choice to provide the regulation the town lacks. We drafted ordinance amendments and are now moving forward with formal review of standards regulating lodging condominiums.

To date, the Planning Board reviewed draft ordinances, held a public hearing and provided a recommendation supporting a favorable vote by Council. The Council began review during April, held a public hearing and two workshops.

As a result of discussions and comments at the workshops, Council requested several changes to the original draft including:

1. Increase the minimum square footage for each unit.
2. Increase the number of days unit owners can occupy their unit.
3. Decrease the amount of time during a calendar year lodging condominiums can be occupied.
4. Address consecutive rental by same occupant.

In response to Council requests, the Final Draft of the Ordinance includes the following:

1. Minimum square footage increased to 400 sq. ft. (formerly 200 sq. ft.).
2. 60-day maximum occupancy requirement for unit owners removed (formerly limited owners to a max of 60 days).
3. Building and unit use and occupancy limited to seasonal use only, which is the period between 1 March and 1 December (formerly use and occupancy allowed the entire calendar year).
4. Standard prohibiting consecutive or renewal of rentals to same unit guest or relations of the unit guest.

Below is a summary of all changes included in the Final Draft:

- (3) p. 1: Standard added regarding conflicting definitions.
- (3) p. 1: "vacation or tourist" removed- no need to identify this.
- (3) p. 2: Seasonal definition added. Seasonal is defined as the period between 1 March and 1 December.
- (5.h) p. 4: Seasonal to year-round conversion requirement removed because use and occupancy must be seasonal.
- (5.h.) p. 4: Floor plan included as one of the required submissions.
- (6.c) p. 4: Condo declaration must include language that acknowledges building and unit use and occupancy is limited to seasonal.

- (6.d) p. 5: Requires units to be made available for rental a minimum of 60 days (formerly 305 days) during a seasonal calendar year. Requirement that owner's max occupancy is limited to 60 days is removed.
- (6.e) p. 5: Prohibits unit guests and their relations from occupying any unit for 30 days or more during a seasonal calendar year.
- (6.k) p. 5: Remove requirement for 365-day building operation.
- (9) p. 6: New standard limiting use and occupancy of building and units to 1 March – 1 December.
- (10) p. 6: Remove requirement that units must be rented or made available to rent at least 305 days every calendar year. Replace 305 with 60 days every seasonal calendar year.
- (10) p. 6: Remove requirement that owner's max occupancy is limited to 60 days.
- (10) p. 7: Add prohibition for unit guests and their relations from occupying any unit for 30 days or more during a seasonal calendar year.
- (11.g) p. 7: Remove second sentence because first sentence basically says the same.
- (11.k) p. 8: Remove 365-day operation requirement and replace with seasonal.
- (11.p) p. 8: Increase the minimum unit square footage to 400 sq. ft. (formerly 200 sq. ft.).
- (17) p. 9: Add specific conflicting language standard which identifies which language prevails in the case of a conflict.

### **Proposed Ordinance Summary**

#### **1. Which proposals must comply?**

- Lodging establishments that convert to lodging condominiums after the date of ordinance adoption.
- Changes to lodging condominiums that were converted after the date of ordinance adoption.
- Lodging condominium conversions projects approved by the Town and operating before the date of the adoption of this ordinance. If a lodging condominium proposes a change to another use, add another use to its existing operations, expand the existing use (including additional square footage), or change unit size or location, such change of use, additional use, expansion of use, or unit change must be reviewed and approved by the Planning Board for compliance with this Section.

#### **2. What is a Lodging Condominium and Lodging Condominium Unit?**

A Lodging Condominium is a commercial condominium project with lodging condominium units within a lodging establishment, which units are individually owned, and, except for 1 managers unit, 100% are made available for transient use as short-term vacation or tourist rentals when not being used by the unit owner.

A Lodging Condominium Unit is any room or groups of rooms located within a lodging condominium and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

#### **3. Which zoning districts allow Lodging Condominiums?**

All zoning districts that currently allow lodging establishments: R2, DD1, DD2, GB1, GB2, NC3, BRD, PMUD, HO. NC1, NC2 and NC4 allow only for certain lodging uses.

#### **4. Permitting highlights**

- Conversions require planning board review as a conditional use.
- Applicants must submit plans and other documentation.
- Must meet performance standards specific to lodging condominiums.

#### **5. Licensing highlights**

- All unit owners are required to secure a rental business license within 60 days of closing.
- Only rentals allowed are short-term.
- At the time of license renewal, unit owners must provide documentation showing the unit is operated in conformance with the ordinance. This includes rental records.

## **6. Application highlights (submission highlights)**

- Plans prepared by a design professional (e.g., engineer, surveyor).
- Lighting plan.
- Noise analysis.
- Off-street parking plan.
- Solid waste plan.
- Traffic impact analysis.
- Condominium declaration (see #7 below).
- Maintenance agreement.
- Detailed statements describing use and how all unit owners will comply with the ordinance including the rental and occupancy requirements.

## **7. Condominium declaration highlights**

In addition to compliance with the Maine Condominium Act, condominium declarations must include additional language to ensure the lodging condominium continues to operate in a manner similar to a lodging establishment. This includes:

- Building and unit use and occupancy are limited to seasonal use only, which is the period between 1 March and 1 December.
- Unit owners are required to secure rental business license and renewal of these licenses.
- Units must be rented or available to rent a minimum of 60 days each seasonal year.
- Record keeping requirements identifying the way unit owners shall document short term and personal use occupancy.
- Contact available to town 365 days a year, 7 days a week, year-round.
- Front desk, housekeeping, short-term rental services available every day year-round.
- Requirement to contract management company.

## **8. Performance standards highlights**

- All units must be completely furnished.
- Front desk and lobby area accessible to general public.
- Waste disposal plan.
- Municipal services and infrastructure impact analysis.
- Traffic impact analysis.
- Short-term rental requirement for each unit.
- Front desk, housekeeping, rental services must be available on a seasonal, seven (7) day a week, minimum twelve (12) hours a day basis.
- Each unit must be a minimum of 400 sq. ft.

## **9. Short term occupancy**

Every unit must be made available for short term rental (less than 30 calendar days) for a minimum of 60 days or portions thereof during the period March 1 to December 1 of every calendar year. Consecutive or renewal of short-term rental to the same unit guest or a relation of the unit guest during the same calendar year is prohibited.

## **10. Important points**

- All lodging establishments proposing to convert to condominiums will require Planning Board review as a conditional use.
- Building and unit use and occupancy are limited to seasonal use only, which is the period between 1 March and 1 December.
- Unit owners are required to rent their unit or make their unit available for rental 60 days every seasonal year.
- All unit owners must secure rental business license within 60 days after closing.
- Contact available to town 365 days a year, 7 days a week, year-round.
- License renewal requires each unit owner to provide documentation that they are operating in accordance with the rental and occupancy requirements.

AMENDMENTS TO CHAPTER 78, ARTICLE VI, SECTIONS 78-518, 717, 747, 803, 833, 869, 993,  
1023, 1134

(Final Draft – July 2023)

Ordinance additions are underlined

**Sec. 78-518. - Conditional uses.** The planning board may authorize the following conditional uses in the residential 2 district (R-2), provided that the conditions and requirements of article VII of this chapter are met:

(8) Lodging Condominium

**Sec. 78-717. - Permitted uses.** Permitted uses in the downtown district 1 (DD-1) shall be classified as follows:

(3) Conditional uses. Conditional uses are as follows:

c. Lodging Condominium

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

(3) Conditional uses. Conditional uses are as follows:

c. Lodging Condominium

**Sec. 78-803. - Conditional uses.** The planning board may authorize the following uses in the general business district 1 (GB-1) provided that the conditions of article VII of this chapter are met:

(9) Lodging Condominium

**Sec. 78-833. - Conditional uses.** The planning board may authorize the following uses in the general business district 2 (GB-2), provided the conditions of article VII of this chapter are met:

(7) Lodging Condominium

**Sec. 78-869. - Conditional uses.**

(a) NC-1 and NC-2 district conditional uses. The planning board may authorize the following conditional uses within the NC-1 and NC-2 districts:

(7) Lodging Condominium limited to hotel, motel only

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

(9) Lodging Condominium

(c) NC-4 district conditional uses. The planning board may authorize the following conditional uses within the NC-4 district:

(7) Lodging Condominium limited to bed and breakfast establishments only

**Sec. 78-993. - Conditional uses.** The planning board may authorize the following uses in the beachfront resort district (BRD) provided that the conditions of article VII of this chapter are met:

(7) Lodging Condominium including overnight cabins

**Sec. 78-1023. - Conditional uses.** Notwithstanding article VII of this chapter, the following conditional uses may be permitted in the planned mixed use development (PMUD) zone:

(20) Lodging Condominium

**Sec. 78-1134. - Conditional uses.** The planning board may authorize the following use in the historic overlay district (HO), provided that the conditions of article VII of this chapter are met:

(10) Lodging Condominium

**AMENDMENTS TO CHAPTER 78, ARTICLE VII, DIV. 2 – CONDITIONS, SEC. 78-1281**  
**Lodging Condominiums (Final Draft – July 2023)**  
New language underlined (all new language)

Sec. 78-1281 – Lodging Condominiums

(1) Purpose

The purpose of these regulations is to assure that lodging condominium projects are conditioned upon development approval in such a way as to ensure continued operation as a lodging condominium; to ensure appropriate public health, safety, welfare; to mitigate potential impacts of lodging condominiums on abutting property, off-site vehicular traffic, public utilities, building design and safety, police, fire and emergency services; to require rental licensing of all units; and to provide the town of Old Orchard Beach with appropriate licensing, code compliance, and operational controls.

(2) Applicability

The regulations in this Ordinance shall apply to any persons or entities operating or proposing to convert a lodging use into a lodging condominium in Old Orchard Beach and any persons or entities operating or proposing to operate one (1) or more lodging condominium units.

Lodging condominium projects approved by the town of Old Orchard Beach and operating before the date of the adoption of this ordinance. If a lodging condominium proposes a change to another use, add another use to its existing operations, expand the existing use (including additional square footage), or change unit size or location, such change of use, additional use, expansion of use, or unit change must be reviewed and approved by the Planning Board for compliance with this Section.

(3) Definitions exclusive to Lodging Condominium

As used in this section the terms listed below have meanings set forth below, whether or not such terms are otherwise defined elsewhere in the town of Old Orchard Beach Code of Ordinances. Terms not listed below have the same meanings as in applicable Old Orchard Beach Code of Ordinances Chapter including Chapter 78, Section 78-1 and Chapter 34, Section 34-26. If terms conflict, the terms in this section prevail.

Habitable Space: Space occupied by one or more persons for living, sleeping, eating or cooking, excluding kitchenettes, bathrooms, toilet rooms, laundries, foyers, pantries, corridors, stairways, closets, cellars, and storage spaces.

Lodging Condominium: A commercial condominium project with lodging condominium units within a lodging establishment, which units are individually owned, and, except as permitted in Section 78-1281 (10), one hundred (100) percent of which are made available for transient use as short-term rentals when not being used by the unit owner.

Lodging Condominium Unit (Unit): Any room or groups of rooms located within a lodging condominium and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

Lodging Establishment: A hotel, motel, bed and breakfast establishment or inn.

Personal use: The use or occupancy of a unit by a unit owner, by a non-rental paying guest of an owner, or by a member of the owner's family.

Seasonal: Any lodging condominium building or any lodging condominium unit used or occupied by unit owners, unit guests, transients, on-site manager, or any employee only during the period March 1 to December 1 of every calendar year.

Short-Term Rental: Any building or structure, or portion thereof, that is offered or provided to a guest or guests to be used for living or sleeping for a fee for less than thirty (30) consecutive calendar days. Short-term rental units may be whole house, duplexes, multifamily, apartments, condominiums, lodging condominium, and individual rooms or individual units in homes, duplexes, multifamily, apartments, condominiums, and lodging condominium.

Transient: means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license, or other agreement of whatsoever kind and nature for a period of less than (30) consecutive calendar days, counting portions of calendar days as full days. Any person occupying space in a lodging condominium shall be deemed to be a transient until the period of thirty (30) days has expired.

Unit Owner or Owner: An individual or entity that acquires any ownership interest in, and holds title to, one or more lodging condominium units.

#### (4) Permitting and Licensing

No person or entity shall construct, occupy or operate a lodging condominium within the Town without first obtaining all necessary permitting and licensing approvals pursuant to Chapter 78, Article VII (Conditional Uses) and this Section. Except as specifically provided for in this Section, all other applicable provisions of the Old Orchard Beach Code of Ordinances, including, but not limited to Chapter 18 (Businesses), Chapter 30 (Fire Prevention and Protection), Chapter 34 (Housing), and Chapter 78 (Zoning) as well as any state and federal codes and laws shall be applicable to the construction, occupancy and operations of lodging condominiums; provided however, that the more specific standards contained in this Section shall prevail over any general standards set forth in the town of Old Orchard Beach Code of Ordinances. A lodging condominium shall be allowed as a conditional use, subject to the terms of this Ch, 78, Article VII and this Section, and only within those zoning districts in which lodging condominiums are expressly allowed as a permitted or conditional use. Each application for a lodging condominium will be reviewed by the Planning Board. Approval shall be subject to required conditions necessary to carry out the standards of this Section.

Each lodging condominium unit requires a business license which will be reviewed by the Council. As part of business license renewal, each unit owner must provide the Town with copies of all rental records, tax receipts or any other documents necessary to verify conformance with the standards, conditions and requirements set forth in this Section and any Planning Board approval.

#### (5) Lodging Condominium Application

An application for a lodging condominium shall include the following as well any other information that the Town may determine is necessary to review the application.



- (a) Proposed site plan, drawn at a scale not to exceed one inch equals 40 feet or at a scale otherwise required by the town planner. Such plan shall be sealed by a professional engineer, landscape architect, or a surveyor licensed in the state and shall contain the following information:
1. Property boundary survey class 1, signed and sealed by a state-licensed land surveyor, showing bearings and distances of the subject property boundary, topographic elevations at a contour interval of no more than two feet, location and elevation of all existing and proposed structures, site features and site improvements.
  2. Information block containing location, address, map-block-lot number of the subject.
  3. Property as recorded in the town assessor's office, name and address of the applicant and owner if different.
  4. Approval block providing space for the signatures of planning board members.
  5. Map scale, north arrow (true north), and date the site plan was prepared including the date of any subsequent revisions made to the plan.
  6. Identification and location of all abutters and land use within two hundred (200) feet of property proposed to be converted.
  7. The dimensions and layout of all building and structures.
  8. Delineation of all existing and proposed public and private easements on or directly adjacent to the property.
  9. Location, dimensions, and layout of all existing and proposed built elements, including buildings and structures, parking areas, driveways, roads, sidewalks, fences, walls, steps, piers and docks, patios, swimming pools, and signage.
  10. Location of existing site features located on the property, including but not limited to existing streams, wetlands, drainage swales, tree lines, identification and location of specimen trees greater than eight inches caliper, location of existing rock outcrops, and boundary of 100-year flood zone as defined by the Federal Emergency Management Agency flood insurance rate map for the town.
  11. Location of existing and proposed utilities including overhead telephone poles and/or underground cables, public sewer and water lines, gate valves, fire hydrants, dumpsters or waste receptacles, private septic systems and water supply wells.
  12. Specification, layout, and quantity of proposed and existing landscaping.
  13. Location, layout, and dimensions of all existing and proposed drainage facilities, accompanied by detailed drainage calculations signed and sealed by a professional engineer licensed in the state.
  14. Location, specification, height and photometric data of existing and proposed exterior lighting.
- (b) Submission of the condominium plat prepared in accordance with Maine Revised Statutes Title 33 § 1602-109.
- (c) Submission of the condominium declaration.
- (d) Detailed description of all uses and operations.
- (e) Submission of municipal service and infrastructure analysis. The Planning Board must find the lodging condominium will not have a negative fiscal or services impact on the Town.
- (f) Responses to each of the twelve (12) criteria in Sec. 78-1240 of this Article.

- (g) Demonstrate conformance with the Sound standards in Chapter 26, Environment, including Sec. 26-63, Noise Level Standards, and Sec. 26-66, Measurement Procedures.
- (h) Floor plan of converted building(s). Plans shall show interior use of space and dimensions.
- (i) Demonstrate conformance with applicable building and life safety code requirements.
- (j) Off Street Parking Plan. Lodging condominiums shall assign two off-street parking spaces for each lodging condominium unit and one off-street parking space for each on-shift employee.
- (k) Traffic impact analysis and assessment prepared by a Maine Licensed Traffic Engineer.
- (l) Submission of a waste disposal operation plan which shall be in compliance with Chapter 46, Solid Waste.
- (m) Detailed description stating how the lodging condominium will comply with the short-term occupancy requirements in this Section.
- (n) Statement describing how the lodging condominium association will ensure the lodging condominium and all unit owners will comply with this Section, including, but not limited to short-term rental and licensing requirements.
- (o) Documentation demonstrating how the lodging condominium complies with the zoning district(s) and applicable standards in Chapter 78, Zoning, including but not limited to Article VIII, Performance Standards.
- (p) Lodging condominium maintenance agreement.
- (q) Identify the maximum occupancy number for each lodging condominium unit.

(6) Condominium Declaration

Each lodging condominium is required to submit a copy of the condominium declaration. In addition to conforming with the condominium requirements identified in the Maine Condominium Act, all condominium declarations shall, at a minimum, include the following:

- (a) Requirement that each unit owner shall secure Town business license approval within sixty (60) days of unit closing and renewal business licenses in accordance with this Section and Chapter 18, Businesses, ordinance.
- (b) Requirement that each unit owner shall include documentation demonstrating compliance with the short-term occupancy standard in this Section.
- (c) Requirement that each lodging condominium building and each lodging condominium unit use and occupancy shall be seasonal.
- (d) Excepting a single unit used for the on-site manager, include language that states one hundred (100) percent of the units in the lodging condominium must be made available as short-term

rental units for guests for a minimum of sixty (60) days or portions thereof during the period March 1 to December 1 of every calendar year.

- (e) Requirement that unit guests are prohibited from remaining in any unit for thirty (30) or more consecutive days or portions thereof out of every calendar year. This prohibition includes consecutive or renewed short-term rentals to the same unit guest or relations of the same unit guest during the same calendar year.
- (f) Record keeping requirements identifying the way unit owners shall document short term and personal use occupancy. At a minimum, the manner shall include a recording of the days and payments for guest use and days used for personal use during each calendar year.
- (g) Requirement that the lodging condominium association will provide the Town with contact information (name, phone, email) of lodging condominium association membership and the lodging condominium management entity or company. Information shall include at least one contact who is available seven (7) days a week, twenty-four (24) hours a day. This information shall be provided to the Town Code enforcement officer each year, no later than 15 January or anytime there is a change.
- (h) Lodging condominium association bylaws.
- (i) Requirement that the lodging condominium association secure the services of a lodging condominium management entity or company. The lodging condominium association shall give the lodging condominium management entity or company the right to provide to the lodging condominium, the property, and to unit owners, lessees and other occupants, any or all on property services commonly provided at lodging establishments and condominium developments.
- (j) Requirement that unit owners shall be required to enter into a unit maintenance agreement with the lodging condominium association and/or the lodging condominium management.
- (k) Require operation on a seasonal, seven (7) day a week, minimum twelve (12) hours a day basis the following services, at a minimum: front desk and lobby operations, housekeeping, and short-term rental reservation services.
- (l) Acknowledgement that lodging condominium association, lodging condominium management, and each unit owner shall allow town inspection and violation investigation.
- (m) Contracted private waste hauling.
- (n) Assigned parking spaces including two (2) on-site spaces for each unit.
- (o) Identify the maximum occupancy number for each lodging condominium unit.
- (p) Requirement that states the lodging condominium declaration shall not be amended without the prior approval of the Town.

(7) Lodging Condominium Association

A lodging condominium association shall be established to govern, maintain, and operate the lodging condominium and its services. The lodging condominium application and condominium declaration shall require the lodging condominium hotel association to hire a qualified professional management entity or company as management in order to maintain and operate all portions of the lodging condominium. The association and management entity or company shall file contact information with the Town. Any changes to association membership shall be reported to the Town.

Unit owners shall be required to enter into a unit maintenance agreement with the lodging condominium association or the lodging condominium management.

(8) Lodging Condominium Management

The lodging condominium association shall enter a contract with a professional management entity or company to manage operations. The management entity or company shall have experience in the hotel/motel management business and condominium developments. Lodging condominium management responsibilities shall include, at a minimum: front desk and lobby operations, housekeeping, short-term rental reservation services, and monitor and document the use of each lodging condominium unit; and may include care of landscape areas, building maintenance, maintenance of common areas, and other amenities and improvements. Any changes to the lodging condominium management company shall be reported to the Town.

Unit owners shall be required to enter into a unit maintenance agreement with the lodging condominium association or the lodging condominium management.

(9) Seasonal Use/Occupancy

Use of the lodging condominium building(s) and occupancy of any lodging condominium unit shall only be allowed during the period March 1 to December 1 of every calendar year. Lodging condominium building(s) and lodging condominium units shall not be used or occupied in any manner during the period December 2 to February 28 of every calendar year. Use and occupancy includes unit owners, unit guests, transients, on-site manager, and any employee.

(10) Short Term Occupancy

Every lodging condominium unit must be made available as a rental unit for guests for a fee (i.e., guests who rent and pay for the owner's unit through the condominium hotel management or entity, or through the unit owner directly) a minimum of sixty (60) days or portions thereof during the period March 1 to December 1 of every calendar year. Unit guests are prohibited from remaining in any unit for thirty (30) or more consecutive days or portions thereof out of every calendar year. No unit shall be used as a timeshare, fractional or other vacation ownership unit.

Consecutive or renewal of short-term rental to the same unit guest or a relation of the unit guest during the same calendar year is prohibited.

No more than one (1) unit in a lodging condominium may be used for the occupancy by a person or family serving as the on-site manager of the lodging condominium. This unit shall be exempt from the less than thirty (30) day rental requirement.

## (11) Performance Standards for Lodging Condominiums

A lodging condominium requires approval from the Planning Board prior to the issuance of any business license, building permit or certificate of occupancy. In addition to the standards referenced in this Section, each lodging condominium is required to meet the following standards, conditions, and requirements.

- (a) No unit may be converted into or used as any form of permanent residence.
- (b) All units shall be completely furnished with furniture and appliances.
- (c) A front desk and lobby area accessible to members of the public.
- (d) The lodging condominium shall have in place waste disposal operational plan in conformance with Chapter 46, Solid Waste. Dumpsters and trash containers must not be overflowing, and the surrounding area must be kept free of litter and trash. All dumpsters and containers shall be screened from public view. All lodging condominiums shall have contracted private waste hauler.
- (e) The lodging condominium will not cause or negatively contribute to existing highway or public road congestion or unsafe conditions with respect to use of highways or public roads existing or proposed. Applicant shall submit a traffic impact analysis and assessment prepared by a Maine Licensed Traffic Engineer.
- (f) Municipal service and infrastructure analysis. All proposed lodging condominium conversions will be reviewed by the Planning Board with respect to its effect upon existing services and facilities. The Planning Board must find the lodging condominium will not have a negative fiscal or services impact on the Town. The applicant for a conversion shall provide analysis addressing how the conversion will affect each of the following:
  - 1. Schools, including enrollment and busing.
  - 2. Road maintenance and snow removal.
  - 3. Police.
  - 4. Fire and ambulance protection.
  - 5. Solid waste disposal.
  - 6. Recreation facilities.
  - 7. Sewer facilities.
  - 8. Runoff water disposal drainageways and/or stormwater infrastructure.
- (g) Each unit must be made available to guests for short-term rental transient use, except as may specifically provided otherwise in this Section.
- (h) Each unit owner shall secure business license approval for each short-term rental and up-to-date business license renewal for each short-term rental.
- (i) No unit shall be used as a timeshare, fractional or other vacation ownership unit.
- (j) Each unit owner shall become a member of a condominium hotel association.

- (k) The condominium declaration submitted shall require operation on a seasonal, seven (7) day a week, minimum twelve (12) hours a day basis the following services at a minimum: front desk and lobby operations, housekeeping, and short-term rental reservation services.
- (l) Condominium declaration that complies with Section 78-1281 (6) of this Article.
- (m) Except as specifically provided for in this Section, all other applicable provisions of the Old Orchard Beach Code of Ordinances Chapter 78, Zoning, shall apply to the lodging condominium project, including, but not limited to applicable standards of the zone in which the project is located.
- (n) Conformance with each of the twelve (12) criteria in Sec. 78-1240 of this Article.
- (o) All ancillary or accessory uses to the lodging condominium, such as restaurants, cafes, and retail sales, shall be operated on the same property as the lodging condominium building or buildings.
- (p) Every lodging condominium unit shall contain a minimum of four hundred (400) square feet of floor area of habitable space.

#### (12) Licensing

Each unit owner shall secure business license approval for each lodging condominium unit and up-to-date business license renewal for each unit. Each unit owner shall secure business license approval for each lodging condominium unit within sixty (60) days of unit closing. Each unit must be made available to guests for short-term rental transient use only, except as may specifically provided otherwise in this Section.

At the time of business license renewal, each unit owner shall provide the Town with copies of all rental records, tax receipts or any other documents necessary to verify conformance with the standards, conditions and requirements set forth in this Section.

#### (13) Reporting

Each unit owner and the lodging condominium association shall maintain and regularly make available to the Town information, records, and documentation, and also shall allow reasonable access to individual units, as the Code Enforcement Officer or designee finds necessary to inspect, have or review in order to ensure the unit owner's and lodging condominium association's compliance with this Section and other applicable Town laws, regulations, the lodging condominium conditions, the condominium plat and plans, and condominium declaration.

#### (14) Amendments and Changes

If a lodging condominium proposes a change to another use, add another use to its existing operations, expand the existing use (including additional square footage), or change unit size or location, such change of use, additional use, expansion of use, or unit change must be reviewed and approved by the Planning Board for compliance with this Section. Any plan or plat amendments must be reviewed and approved by the Planning Board for compliance with this Section. Any condominium declaration

change shall be in compliance with this Section. Any changes to association membership or the lodging condominium management company shall be reported to the Town.

(15) Inspections

- (a) Conduct of inspections. The code enforcement officer is authorized to conduct inspections of all premises within the scope of this Section.
- (b) Investigation of complaints. The code enforcement officer shall investigate all complaints of alleged violations of this Section.
- (c) Right of entry. The code enforcement officer in the performance of his duties shall have the right of access to any premises at reasonable hours, upon giving proper identification, for the purpose of inspecting the premises in order to determine compliance with this Section and for the purpose of examining and inspecting any work performed under this Section.
- (d) Access. Owners, agents, operators, and occupants shall provide access to all parts of the premises within their control to the code enforcement. Refusal to provide such access shall be a violation of this Section.

(16) Violations and Enforcement

- (a) When any violation of this Section is found to exist, the code enforcement officer or their designee is hereby authorized and directed to institute any and all actions either legal or equitable that may be appropriate or necessary for the enforcement of this Section, the action to be brought in the name of the town.
- (b) Enforcement. The code enforcement officer or their designee is granted authority to enforce this Section in accordance with town of Old Orchard Beach Code of Ordinances, Chapter 78, Article II.

(17) Conflicting Language

- (a) Conflict between chapters, articles, divisions or sections. If the provisions of different chapters, articles, divisions or sections of the town of Old Orchard Beach Code of Ordinances conflict with this Section, the provisions of this Section shall prevail.
- (b) Conflict with statutes. Where any conflict exists between a provision of this Section and any provision of the Maine Revised Statutes, the Statutes shall prevail.

**AGENDA ITEM #7929**

**Discussion with Action:** Appoint Mary Pat Donnellon and Peter Guidi to the Comprehensive Plan Committee, terms to expire 12/31/2025.

Chair: Shawn O'Neill



**TO: Old Orchard Beach Town Council**  
**Diana Asanza, Town Manager**  
**Tim Fleury, Executive Assistant**

**FROM: Planning Department**

**SUBJECT: Comprehensive Plan Committee Appointments**

**REQUEST: Consider Appointment Recommendation**

**DATE: 18 July 2023**

During June, the Town received two applications from residents, Mary Pat Donnellon and Peter Guidi, who are interested in serving on the Comprehensive Plan Committee. I met with Mary Pat and Peter and found they have great interest in helping our Town succeed and will actively contribute to our comp plan efforts. I recommend Council appoint both to the Committee. Thank you.

## **AGENDA ITEM #7930**

**Discussion with Action:** Set the public hearing date for August 1<sup>st</sup>, 2023 for the Town Council to consider an amendment to the Code of Ordinances, Chapter 54, Traffic and Vehicles, Section 187, Restrictions and Prohibitions, Old Orchard Street, by adding one fifteen-minute parking space in front of 41 Old Orchard Street (MBLU 206-31-9).

Chair: Shawn O'Neill

This will add a sixth, 15 minute parking space on Old Orchard Street. Five have been previously approved, and a sixth was requested by Council.

The public hearing will have to be scheduled for the second meeting in August, 8/15/23, to meet the 10 day posting requirement per the Town Charter.

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NOTICE OF PUBLIC HEARING  
MUNICIPAL OFFICERS OF THE TOWN OF  
OLD ORCHARD BEACH

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on August 1<sup>st</sup>, 2023, at 6:30 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, Section 54-187, Restrictions and Prohibitions, Old Orchard Street, by adding the underscored language as follows:

*Old Orchard Street.* Two-hour parking only shall be allowed on both sides of Old Orchard Street. There shall be one handicap parking space between Milliken Street and the railroad tracks on the left side (facing the ocean). See also [section 54-113](#) and Town Hall in this section. There shall be a free 15-minute parking space in front of the following ~~five~~ six addresses: 17-21 Old Orchard Street (MBLU 206-31-1), 20-22 Old Orchard Street (MBLU 205-4-1), 33 Old Orchard Street (MBLU 206-31-6), 38 Old Orchard Street (MBLU 205-3-7), ~~and 42-46 Old Orchard Street (MBLU 205-3-5),~~ and 41 Old Orchard Street (MBLU 206-31-9).

Per Order of the Municipal Officers this \_\_\_\_\_ day of July, 2023.

A True Copy  
Attest:

\_\_\_\_\_  
Kim M. McLaughlin, Town Clerk

## **AGENDA ITEM #7931**

**Discussion with Action:** Shall the Town Council adopt 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

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.

**TO: Old Orchard Beach Town Council  
Diana Asanza, Town Manager  
Tim Fleury, Executive Assistant**  
**FROM: Planning Department**  
**SUBJECT: NC3 District Ordinance Amendments**  
**REQUEST: Final Vote**  
**DATE: 18 July 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.

To date, the Planning Board reviewed, held a public hearing, and voted to recommend Council approval. Council reviewed and held a public hearing. The next and final step is Council is final vote.

### **Amendment Summary**

#### 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).

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

**Council Review – Final Draft 7/2023**

**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 – Final Draft 7/2023**

**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 – Final Draft 7/2023**

**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)

## AGENDA ITEM #7932

**Discussion with Action:** Approve the agreement between the Town of Old Orchard Beach and the Town of Scarborough for the Town of Scarborough to provide Dispatch and Public Safety Answering Point services for the Town of Old Orchard Beach for the time period of 7/1/2023 through 6/30/2024 for a fee of \$451,793.00 from account #20131-50310 Police Service Contracts with a FY 24 balance of \$544,200.

Chair: Shawn O'Neill

This is a renewal contract for dispatch services through the Town of Scarborough. It is for one year only because the Town of Scarborough is going through a system upgrade and the cost for services for year two and three were unknown at the time of the FY 24 budget adoption.



**AGREEMENT BETWEEN  
TOWN OF SCARBOROUGH  
AND THE  
TOWN OF OLD ORCHARD BEACH**

This Agreement is between the Town of Scarborough, Maine, with a mailing address of 259 U. S. Route 1, P. O. Box 360, Scarborough, ME 04070-0360 ("Scarborough") and the Town of Old Orchard Beach, with a mailing address of 1 Portland Avenue, Old Orchard Beach, ME 04064 ("OOB"), hereinafter referred to jointly as the "Parties".

WHEREAS, Scarborough has the means to provide Dispatch and Public Safety Answering Point ("PSAP") services; and

WHEREAS, OOB wishes to contract with Scarborough for the provision of Dispatch and PSAP services; and

WHEREAS, Scarborough is willing to provide Dispatch and PSAP Services to OOB:

NOW THEREFORE, in consideration of the promises and the covenants set forth herein, the parties agree as follows:

1. Scarborough agrees to furnish to OOB all qualified personnel, facilities and materials necessary to provide Dispatch and Public Safety Answering Point (PSAP) Services as more fully described in Attachment A.
2. Scarborough shall also provide to OOB:
  - A. Transcripts of 9-1-1 calls received in connection with the performance of emergency communication services under this Agreement, upon the request of OOB;
  - B. Copies of tapes of radio calls received in connection with the performance of dispatch services under this Agreement, and
  - C. Copies of any notices from the Emergency Services Communications Bureau (ESCB) within the Maine Public Utilities Commission that PSAP Services failed to meet the standards established by the Bureau. Scarborough shall provide such documents only to those municipal officials or employees designated in writing by the Old Orchard Beach Town Manager was authorized to receive such documents on behalf of OOB.
3. The initial term of this Agreement shall be for 1 year commencing July 1st, 2023 and ending June 30, 2024. This Agreement shall be automatically renewed without affirmative action by the parties for successive one-year periods on July 1, until notice of termination is given. This agreement may be extended by mutual consent of the parties. Any extension of the term of this Agreement must be approved by both parties in writing and must set forth the terms and conditions of such extension, including, but not limited to, without limitation any change in the annual charge or level of service provided for Dispatch and PSAP Services.

4. Cost of services

- A. For the time period 7/1/2023 - 6/30/2024, OOB shall pay Scarborough a fee for all dispatch and PSAP Services in an amount of \$451,793.00.
- B. The contract cost shall be paid in monthly installments twenty-one (21) days after OOB's receipt of an invoice from Scarborough.
- C. OOB is responsible for their own one-time and/or recurring costs for:
  - i. Software licenses & maintenance fees
  - ii. Mobile cellular data charges for their mobile data units
  - iii. Any tower or fiber optic rentals or maintenance fees
  - iv. Telephone service charges and maintenance of their telephone system
  - v. Information Technology services and equipment, upgrades, and maintenance for their IT infrastructure and mobile data terminal

5. This Agreement may be terminated by either party for convenience by notifying the other party in writing at least (6) six months prior to the date of termination. Between the time of notice and the date of termination, the Parties agree to work together to ensure continuation of Dispatch and PSAP Services.

6. The Parties shall comply with all applicable state and federal laws, rules and regulations in performance under this Agreement.

7. Scarborough shall maintain all books, documents, records and other materials, in whatever form, pertaining to this Agreement and retain such books, documents, records and other materials during the term of this Agreement and for such period of time as required by State and Federal Law. Scarborough shall make the books, documents, records and other materials available to OOB for inspecting and copying

8. This Agreement shall be governed by the laws of the State of Maine.

9. Scarborough's Communication Manager shall have responsibility for coordinating the performance of Dispatch and PSAP Services with OOB, including, but not limited to:

- A. Preparing written planning and policy documents that set forth Dispatch and PSAP services tasks in detail;
- B. Being available to OOB during normal business hours for consultation and decision making;
- C. Supervising Scarborough's personnel involved in providing Dispatch and PSAP Services; and
- D. Ensuring that Dispatch and PSAP Services are performed in accordance with this agreement and in accordance with standards established by the public safety chiefs from each community.
- E. Providing quarterly statistical reports of call activity if requested.

10. OOB is responsible for:

- A. Making sure their IT infrastructure and software meets the minimum requirements for the software applications they are running, are current, secure, and all computers accessing the Scarborough network have the latest version of anti—virus protection software loaded and configured to update automatically.
  - B. Designating a point of contact / IMC administrator who will be responsible for setting up new OOB users in the system, changing passwords, terminating users, updating master site, name, and other OOB files, etc.
  - C. Designating a point of contact as liaison to the Scarborough IT Department in the event Scarborough IT personnel need remote assistance with hardware, software, troubleshooting, or fixing technical equipment onsite in OOB. This includes ensuring Scarborough IT personnel have physical access to the co-located network equipment onsite in OOB.
11. The Parties acknowledge that during performance of this Agreement they each may be exposed to or acquire confidential information. Subject to the requirements of federal and State law, the Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purpose other than for the provision of Dispatch and PSAP Services. The Parties shall advise each of their employees, agents and representatives of their obligations to keep such information confidential. The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of such information. Without limitation of the foregoing, the Parties shall make reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to such information has violated or intends to violate either the terms of this Agreement, or applicable law and will reasonably cooperate in seeking injunctive relief against any such person. Nothing in this shall prohibit disclosure of public records or other information by either party when such disclosure is required by Maine's Freedom of Access law, 1 MRSA sec. 401 et seq, the Criminal History Record Information Act, 16 MRSA sees. 61 1, et seq., or by court order. The Parties shall cooperate in responding to requests for public records related to this contract. The terms of this section shall survive the expiration or termination of this Agreement.
12. Scarborough shall be solely responsible for supervising the performance of its personnel who provide Dispatch and PSAP services. OOB supervisory personnel may communicate verbally with Scarborough supervisory personnel to address concerns and complaints pertaining to dispatch operations and performance. In the event that OOB concerns and complaints remain unresolved through verbal communications, OOB may communicate such concerns and complaints in writing to the Scarborough Communications Supervisor who shall take any such action as may be warranted under Scarborough's personnel policies, rules and regulations, and communicate such action in writing to OOB.
13. The Parties shall not be deemed to have waived any provision of this Agreement unless expressed in writing and signed by the waiving party. The Parties agree that they shall not assert in any action relating to the Agreement that any waiver occurred between the Parties that are not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms and provisions of the

Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of anyone or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement.

14. Scarborough shall have the right to terminate this Agreement in the event of a material breach or default by OOB of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by OOB of written notice of such breach from Scarborough. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, OOB shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided OOB has exercised reasonable efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.
15. OOB shall have the right to terminate this Agreement in the event of a material breach or default by Scarborough of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Scarborough of written notice of such breach from OOB. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Scarborough shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Scarborough has exercised reasonable efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
16. Scarborough shall be excused from its performance obligations under this Agreement if Scarborough's provision of Dispatch or PSAP services are prevented by act of God, act of war, riot, fire, explosion, flood or other catastrophe, or any other event beyond the control of, and that could not reasonably be foreseen or avoided by, Scarborough.
17. Immunity / Insurance
  - A. Scarborough and OOB claim immunities under the Emergency Services Communications statutes, 25 MRSA secs. 2921, et seq, the Maine Tort Claims Act, 14 MRS A secs. 8101 et seq., and all other state and federal laws. ‘
  - B. Scarborough and OOB shall share this agreement with their respective insurers to make certain that insurance coverage is adequate. Each Town agrees to execute any reasonable amendments to this agreement required by their insurers.
18. Indemnity
  - A. Scarborough agrees to indemnify and hold harmless OOB from any and all liability, loss or damage arising out of Scarborough's performance or failure to perform any of its obligations set forth in this Agreement. Scarborough further agrees to defend any claims brought or actions filed against OOB with respect to Scarborough's performance or nonperformance of this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed.
  - B. OOB agrees to indemnify and hold harmless Scarborough from any and all liability, loss or damage arising out of OOB's performance or failure to perform any of its

obligations set forth in this Agreement. OOB further agrees to defend any claims brought or actions filed against Scarborough with respect to OOB'S performance or nonperformance of this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

19. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
20. This Agreement contains the entire agreement of the Parties with respect to the matters addressed therein. This Agreement may not be amended except upon the express written agreement of Scarborough and OOB.
21. In the event of any litigation between the Parties with regard to the Agreement, each express written agreement of Scarborough and OOB

WHEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

TOWN OF SCARBOROUGH

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Thomas J. Hall, Town Manager

TOWN OF OLD ORCHARD BEACH

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Diana Asanza, Town Manager



**ATTACHMENT A**  
**SPECIFICATIONS OF SERVICES TO BE PERFORMED**

Scarborough agrees to provide OOB with Emergency Communication, Dispatch, and PSAP services for Fire, Rescue, and Law Enforcement as outlined below:

1. Provide adequate facilities, equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.
2. Provide call answering in person, which shall include but not be limited to all emergency and non-emergency calls for service.
3. Provide emergency communications service, which shall include but not be limited to dispatching personnel and equipment for emergency and nonemergency calls for service, dispatching for all on going incidents, as well as coordination of all support services as deemed appropriate by the Incident Commander and/or authorized agency personnel.
4. Provide METRO/NCIC (Maine Telecommunications and Routing Operations System /National Crime Information Center) services, as needed or requested by the Law Enforcement branch of OOB, provided a Secondary Users Agreement is signed by the Chief Law Enforcement Officer of OOB.
5. Ensure that all the calls for service are dispatched to the appropriate service providers for OOB.
6. Accept video monitoring capability from OOB which will be monitored when necessary.
7. Provide all services in the most cost effective and efficient manner possible.

### **AGENDA ITEM #7933**

**Discussion with Action:** Accept the Quote from Bill Dodge Auto Group in the amount of \$39,725.18 for a 2023 GMC Savana 2500 and the quote in the amount of \$5,950.00 from New England Vehicle Outfitters for the emergency light installation, for a total of \$45,675.08 to be financed through a lease purchase agreement with Androscoggin Bank at 5.62% (tax exempt) for five years with annual payments not to exceed \$10,734.47 from account 20197-50330 Debt Service Equipment Replacement with a balance of \$642,500.00.

Chair: Shawn O'Neill



## Old Orchard Beach Fire Department

### INTEROFFICE MEMORANDUM

TO: Diana Asanza, Town Manager

FROM: John H. Gilboy III, Fire Chief

SUBJECT: Purchase of 2023 GMC Savana 2500 from CIP Funds

DATE: July 12, 2023

CC: Jordan Miles, Finance Director  
Tim Fleury, Executive Assistant

I wish to move forward with the purchase of a 2023 GMC Savan 2500 to serve as the Fire Police vehicle Traffic 1. We were lucky to be able to locate this vehicle due to low inventory and excessive wait times. It will be purchased from Bill Dodge Auto Group for the purchase price of\$39,725.18. Emergency Lighting and trim will be installed by New England Outfitters for\$5,950.00. The funds will come from CIP account #20197-50330. Total purchase price including emergency lighting and trim will be\$45,675.18.

Please add the following for council action:



## Old Orchard Beach Fire Department

**Discussion with Action:** Approve the purchase of a 2023 GMC Savana 2500 from Bill Dodge Auto Group and installation of Emergency lights by New England Outfitters from CIP acc# 20197-50330. Total purchase price \$45,675.18.

# Purchase Agreement



Emily Williams  
 Bill Dodge Auto Group  
 2 Saunders Way  
 Westbrook, ME 04092

Buyer	Co-Buyer	Vehicle
Town Of Old Orchard Beach John Gilboy 136 Saco Ave Old Orchard Beach, ME 04064 E: (207) 415-2922 jgilboy@oobmaine.com		2023 GMC Savana Cargo Van VIN: 1GTW7AFP0P1188720 Stock #: GM650929 Mileage: 5 Color: Summit White

Purchase Details	
Retail Price:	\$41,665.00
Sales Price:	\$41,165.00
<b>Savings:</b>	<b>\$500.00</b>
Accessories:*	\$3,608.68
Service Contract:	\$0.00
Government Fees:	\$52.50
Proc/Doc Fees:	\$599.00
Total Taxes:	\$0.00
<b>Total Sales Price:</b>	<b>\$45,425.18</b>
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$5,700.00
Cash Down:	\$0.00
<b>Cash Price:</b>	<b>\$39,725.18</b>

X \_\_\_\_\_  
 Customer Signature

X \_\_\_\_\_  
 Manager Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\* **Accessories:** BIN PACKAGE: \$3,608.68

Disclaimer:

Printed 7/10/23 3:21 PM

**New England Vehicle Outfitters**  
**40 Old Dover Road**  
**Suite 12**  
**Newington, NH 03801**



<b>Proposal</b>
<b>1577</b>
Date: 7/7/2023

Name / Address:

Phone : 603-436-2954

Old Orchard Beach Fire Department  
 136 Saco Avenue  
 Old Orchard Beach, ME 04064

E-mail us : [automotivetailors@ne-vo.com](mailto:automotivetailors@ne-vo.com)

P.O. No.:	Terms	Rep:
OOB Fire Police	Net 30	755

**Combining vision and craftsmanship to transform your vehicle. We are your Automotive Tailors.**

Qty	Item	Description	Total
		New Van - Provide and Install Emergency Lighting and Siren System	
2	Lighting	Front: I2J - DUO LINEAR ION RED/BLUE BLK	290.00
2	Lighting	Side: - Rear Side Windows I2J - DUO LINEAR ION RED/BLUE BLK	290.00
2	Lighting	Rear: I2J - DUO LINEAR ION RED/BLUE BLK	290.00
2	Lighting	VTX9J - DUO VERTEX SUPER-LED DUO BLU/RED	200.00
		Subtotal	1,070.00
1	Lighting	Promotional Package: Lightbar and Lighting/Siren Controller - BB2SP3J	3,300.00
1	C399	BB2SP3J - Liberty II Duo Red/Blue - Includes Vehicle Specific Straps	0.00
1	CCTL6	CENCOM CORE WCX CONTROL CENTER	0.00
1	SA315U	WeCanX KNOB/SLIDE CONTROL HEAD	0.00
1	SAK1	SA315U SPEAKER, BLACK PLASTIC (Replaces SA315P)	0.00
		SA315P Universal Mounting Bracket.	0.00
		Subtotal	3,300.00
1	HP6	Hardware Package, Wire, Loom, ZipTies, Fuses, Fuse Holders, Fasteners, etc.	275.00
1	CB100	48895 - 100A Circuit Breaker	55.00
12	NEVO Labor	NEVO Service Labor	1,250.00
	Terms and Conditions	TERMS AND CONDITIONS:  By signing this proposal, you agree to the following terms and conditions:  •Special Order items: All special-order items will be Invoiced out to the customer when the order is placed. Please be sure the PO for this job will allow for multiple payments. If you need the special-order items quoted on a separate proposal, let us know and we will be happy to accommodate that request. •Please note that special order items may take 12-16 weeks for delivery from the manufacturer. This includes but is not limited to; Lightbars (interior & exterior), Command/Storage Cabinets, Non-Inventory Light heads, Partitions, and Vinyl Graphics. •There are NO RETURNS or CANCELLATIONS on special-order items. •The remaining non-special-order equipment will be invoiced to the customer as soon as all items are here and staged for this job; regardless of when the vehicle is expected to be delivered.	0.00

**Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.**

**Subtotal**  
**Sales Tax (0.0%)**

**Total**

**New England Vehicle Outfitters**  
**40 Old Dover Road**  
**Suite 12**  
**Newington, NH 03801**



<h1>Proposal</h1>
<h2>1577</h2>
Date: 7/7/2023

Name / Address:

Phone : 603-436-2954

Old Orchard Beach Fire Department  
 136 Saco Avenue  
 Old Orchard Beach, ME 04064

E-mail us : [automotivetailors@ne-vo.com](mailto:automotivetailors@ne-vo.com)

P.O. No.:	Terms	Rep:
OOB Fire Police	Net 30	755

**Combining vision and craftsmanship to transform your vehicle. We are your Automotive Tailors.**

Qty	Item	Description	Total
		<ul style="list-style-type: none"> <li>•Labor and Installation Materials will be invoiced upon completion of work.</li> <li>•Payments for invoices are due in the timeframe established in the customers terms, this is notated on the invoice as well. Beginning at 30 days past-due, unpaid invoices will incur 5% late fee every 30 days.</li> <li>• Returned goods and/or canceled orders may be subject to a restocking fee of up to 50%.</li> <li>•Additional products or services provided outside of the original scope of this proposal will be subject to additional charges.</li> <li>•Delays caused by other vendors, including vehicle manufacturers and delivery delays may affect the scheduling and completion timeframe of your vehicle.</li> <li>•Hardware Package pricing is subject to change without notice.</li> <li>•NEVO will not store customer supplied or customer owned equipment; before or after vehicle upfit is complete.</li> <li>•Equipment purchased from other vendors should be shipped to the customers location.</li> <li>•Items purchased from other vendors can be delivered to NEVO no more than 30 days prior to the scheduled build date.</li> <li>•Customer supplied equipment left at NEVO longer than 30 days will be subject to a monthly storage fee of \$100 per month</li> <li>•NEVO guarantees the quality of their craftsmanship and warranties the installation from any defects caused by the installation for as long as the original customer owns the vehicle.</li> <li>•NEVO reserves the right to deny reimbursement for repairs that are made elsewhere prior to NEVO being made aware of the situation and provided the opportunity to inspect and address the issues first. This will be addressed on a case by case basis.</li> <li>•Customer Signature _____ Date _____</li> </ul>	

**Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.**

**Subtotal**  
**Sales Tax (0.0%)**

**Total**

**New England Vehicle Outfitters**  
**40 Old Dover Road**  
**Suite 12**  
**Newington, NH 03801**



**Proposal**  
**1577**  
 Date: 7/7/2023

Name / Address:

Phone : 603-436-2954

Old Orchard Beach Fire Department  
 136 Saco Avenue  
 Old Orchard Beach, ME 04064

E-mail us : [automotivetailors@ne-vo.com](mailto:automotivetailors@ne-vo.com)

P.O. No.:	Terms	Rep:
OOB Fire Police	Net 30	755

**Combining vision and craftsmanship to transform your vehicle. We are your Automotive Tailors.**

Qty	Item	Description	Total

**Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.**

<b>Subtotal</b>	\$5,950.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	<b>\$5,950.00</b>



July 13, 2023

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

**MUNICIPAL LEASE PURCHASE PROPOSAL**

- Lessee:** Town of Old Orchard Beach
- Equipment:** One (1) new 2023 GMC Savana 2500 van with associated equipment and attachments (as more particularly described in invoices provided by the Lessee).
- Cost of Equipment:** \$45,675.08
- Lease Term:** 5 years
- Interest Rate:** 5.62% (Tax Exempt)
- Number of Payments:** 5 annual installments of principal and interest.
- Payment Amount:** \$10,160.24\* (\*Final payment may vary slightly)
- First Payment Due:** The first payment of principal and interest (if any) shall be payable at lease closing (proposed for July 19, 2023).
- Purchase Option:** One Dollar (\$1.00) at end of lease term.
- Prepayment:** There are no prepayment penalties.
- Insurance:** Prior to delivery of the leased assets, Lessee at its sole cost and expense, will provide all-inclusive physical damage and liability insurance in the joint names of the Lessee and Lessor, in amounts satisfactory to Lessor, and forward proof of said coverage to Lessor.
- Title:** Lessee shall be listed as owner and Lessor listed as lien holder on BMV title forms, and UCC filing documents I required. (Lessor will also hold a security interest in any lease escrow account established by the Lessee for this transaction).
- Non-appropriation:** The lease will contain a non-appropriation clause.

PO Box 1407, Lewiston, ME 04243

1.800.966.9172  
androscogginbank.com

Member  
**FDIC**  
EQUAL HOUSING  
LENDER

**Confirmation:** Lessee to confirm that anticipated total borrowings for 2023 year will not exceed Ten Million dollars (\$10,000,000.00), making the lease "Bank Qualified".

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

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

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

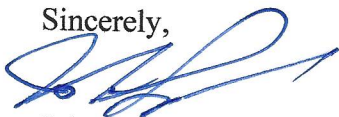
**Financial Data:** Lessee will provide Androscoggin Bank with its most recent audited financial statement, current year's budget, annual report, a copy of meeting minutes or Board order approving the transaction, and any other supporting data requested during the term of the lease.

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

**Expiration:** This lease proposal shall expire if not accepted by a duly qualified Lessee official by 5:00 PM on July 28, 2023.

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

Sincerely,



John Simko, Vice President  
Government Finance

**AWARD / ACKNOWLEDGEMENT (please sign and return via email):**  
This proposal is accepted and this financing is awarded to Androscoggin Bank.

\_\_\_\_\_  
Name & Title

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

**Lease Amortization Schedule - Town of Old Orchard Beach  
5 Year Lease**

Annual Rate 5.62%

	Start Date	Amount	Number	Period	End Date
Lease	7/27/2023	\$45,675.08	1		
Payment	7/27/2023	\$10,160.24	5	Annual	7/27/2027

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
7/27/2023	\$10,160.24		\$ 10,160.24	\$ 35,514.84
7/27/2024	\$ 10,160.24	\$ 1,995.93	\$ 8,164.31	\$ 27,350.53
7/27/2025	\$ 10,160.24	\$ 1,537.10	\$ 8,623.14	\$ 18,727.38
7/27/2026	\$ 10,160.24	\$ 1,052.48	\$ 9,107.76	\$ 9,619.62
7/27/2027	\$ 10,160.24	\$ 540.62	\$ 9,619.62	\$ -
<u>Totals</u>	<u>\$50,801.22</u>	<u>\$ 5,126.14</u>	<u>\$ 45,675.08</u>	

## **AGENDA ITEM #7934**

**Discussion with Action:** Accept the Quote from Motorola Solutions in the amount of \$100,950.00 for 50 Motorola APX-900 P25 Portable Radios for the Fire and Police Departments to be financed through a lease purchase agreement with Androscoggin Bank at 5.62% (tax exempt) with five annual payments in the amount of \$22,455.93 from account 20197-50330 Debt Service Equipment Replacement with a balance of \$642,500.00.

Chair: Shawn O'Neill

Portable radios are an essential component of the Public Safety Departments' Emergency Communications System, keeping users in the field constantly connected with dispatchers and other responders. These devices will replace older equipment that has reached the end of its serviceable life. They have been tested in the field by both the Fire and Police Departments and meet all requirements.



## Old Orchard Beach Fire Department

07/11/2023

07/11/2023

Old Orchard Beach Fire Department  
136 Saco Avenue  
Old Orchard Beach, ME 04064

Dear John Gilboy,

Motorola Solutions is pleased to present Old Orchard Beach Fire Department with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Old Orchard Beach Fire Department with the best products and services available in the communications industry. Please direct any questions to David Cobb at [davecobb@dirigowireless.com](mailto:davecobb@dirigowireless.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

David Cobb

Motorola Solutions Manufacturer's Representative

Billing Address:  
 Old Orchard Beach Fire  
 Department  
 136 Saco Avenue  
 Old Orchard Beach, ME 04064  
 US

Quote Date:07/11/2023  
 Expiration Date:09/09/2023  
 Quote Created By:  
 David Cobb  
 davecobb@dirigowireless.com

End Customer:  
 Old Orchard Beach Fire Department  
 John Gilboy  
 207-934-7790

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 900					
1	H92KDF9PW6AN	APX 900 VHF MODEL 2 PORTABLE	25	\$1,973.92	\$1,440.96	\$36,024.00
1a	QA04097AA	ENH: P25 CONVENTIONAL	25	\$385.00	\$281.05	\$7,026.25
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	25	\$0.00	\$0.00	\$0.00
1c	H885BK	ADD: 3Y ESSENTIAL SERVICE	25	\$133.00	\$133.00	\$3,325.00
2	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	25	\$142.56	\$104.07	\$2,601.75
3	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	25	\$82.08	\$59.92	\$1,498.00
<b>Grand Total</b>					<b>\$50,475.00(USD)</b>	

### Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

## Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
**(PO will not be processed without this)**

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)





## Old Orchard Beach Police Department

07/11/2023

07/11/2023

Old Orchard Beach Police Department  
16 Emerson Cummings Boulevard  
Old Orchard Beach, ME 04064

Dear David Hemingway,

Motorola Solutions is pleased to present Old Orchard Beach Police Department with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Old Orchard Beach Police Department with the best products and services available in the communications industry. Please direct any questions to David Cobb at [davecobb@dirigowireless.com](mailto:davecobb@dirigowireless.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

David Cobb

Motorola Solutions Manufacturer's Representative

Billing Address:  
 Old Orchard Beach Police  
 Department  
 16 Emerson Cummings  
 Boulevard  
 Old Orchard Beach, ME 04064  
 US

Quote Date:07/11/2023  
 Expiration Date:09/09/2023  
 Quote Created By:  
 David Cobb  
 davecobb@dirigowireless.com  
  
 End Customer:  
 Old Orchard Beach Police Department  
 David Hemingway  
 207-937-5803

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 900					
1	H92KDF9PW6AN	APX 900 VHF MODEL 2 PORTABLE	25	\$1,973.92	\$1,440.96	\$36,024.00
1a	QA04097AA	ENH: P25 CONVENTIONAL	25	\$385.00	\$281.05	\$7,026.25
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	25	\$0.00	\$0.00	\$0.00
1c	H885BK	ADD: 3Y ESSENTIAL SERVICE	25	\$133.00	\$133.00	\$3,325.00
2	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	25	\$142.56	\$104.07	\$2,601.75
3	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	25	\$82.08	\$59.92	\$1,498.00
<b>Grand Total</b>					<b>\$50,475.00(USD)</b>	

### Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

## Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
**(PO will not be processed without this)**

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

**AGENDA ITEM #7935**

**Discussion with Action:** Approve the Council Order 2023-1 to authorize the Lease Purchase of Public Safety Radio Equipment in the Principal Amount of \$100,950.00

Chair: Shawn O'Neill

July 18, 2023: **Order # 2023-2**

Agenda: To see what action the Council will take regarding Order # 2023-2, entitled, “Order to Authorize Lease Purchase of **Public Safety Radio Equipment** in Principal Amount of **\$100,950.**”

Motion: I move that the Council approve Order # 2023-2, entitled, “Order to Authorize Lease Purchase of **Public Safety Radio Equipment** in Principal Amount of **\$100,950,**” and that an attested copy of this Order be filed with the minutes of this meeting.

**ORDER TO AUTHORIZE LEASE PURCHASE OF PUBLIC SAFETY RADIO  
EQUIPMENT IN PRINCIPAL AMOUNT OF \$100,950**

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

That the purchase of new public safety radio equipment with associated equipment and accessories (the “Equipment”) with a purchase price of **\$100,950** is approved;

That under and pursuant to the Charter of the Town of Old Orchard Beach (the “Town”), including Section 409.12 of said Charter, the Town Manager and Finance Director, acting singly, are authorized to accept the proposal of **Androscoggin Bank** (the “Lessor”) to provide tax-exempt lease purchase financing for the Equipment in the principal amount of **\$100,950** to be paid in **five (5)** annual installments with interest at a rate of **5.62%** per annum, and any prior such acceptance is ratified and confirmed;

That the Town Manager and Finance Director, acting singly, are authorized to execute and deliver a lease purchase agreement with Lessor or its nominee, in the name and on behalf of the Town for the Equipment, in principal amount not to exceed **\$100,950**, in such form and on such terms not inconsistent herewith as the Town Manager or Finance Director may approve (the “Lease”);

That neither the proceeds of the Lease nor the Equipment shall be used in any manner that would cause the Lease to be an “arbitrage bond” or a “private activity bond” within the meaning of Sections 148 and 141 of the Internal Revenue Code of 1986, as amended (the “Code”);

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

That the Town Manager and Finance Director, acting singly, are authorized to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Lease, and to take all other lawful actions necessary to ensure that the interest portion of the rental payments under and pursuant to the Lease will be excludable from the gross income of the owners thereof for purposes of

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

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

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

A true copy, attest:

\_\_\_\_\_  
Kim McLaughlin, Town Clerk



July 13, 2023

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

**MUNICIPAL LEASE PURCHASE PROPOSAL**

- Lessee:** Town of Old Orchard Beach
- Equipment:** New Emergency Radio Equipment with associated equipment and attachments (as more particularly described in invoices provided by the Lessee).
- Cost of Equipment:** \$100,950
- Lease Term:** 5 years
- Interest Rate:** 5.62% (Tax Exempt)
- Number of Payments:** 5 annual installments of principal and interest.
- Payment Amount:** \$22,455.93\* (\*Final payment may vary slightly)
- First Payment Due:** The first payment of principal and interest (if any) shall be payable at lease closing (proposed for July 19, 2023).
- Purchase Option:** One Dollar (\$1.00) at end of lease term.
- Prepayment:** There are no prepayment penalties.
- Insurance:** Prior to delivery of the leased assets, Lessee at its sole cost and expense, will provide all-inclusive physical damage and liability insurance in the joint names of the Lessee and Lessor, in amounts satisfactory to Lessor, and forward proof of said coverage to Lessor.
- Title:** Lessee shall be listed as owner and Lessor listed as lien holder on BMV title forms, and UCC filing documents I required. (Lessor will also hold a security interest in any lease escrow account established by the Lessee for this transaction).
- Non-appropriation:** The lease will contain a non-appropriation clause.

PO Box 1407, Lewiston, ME 04243

1.800.966.9172  
androskogginbank.com





**Confirmation:** Lessee to confirm that anticipated total borrowings for 2023 year will not exceed Ten Million dollars (\$10,000,000.00), making the lease "Bank Qualified".

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

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

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

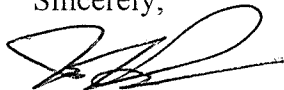
**Financial Data:** Lessee will provide Androscoggin Bank with its most recent audited financial statement, current year's budget, annual report, a copy of meeting minutes or Board order approving the transaction, and any other supporting data requested during the term of the lease.

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

**Expiration:** This lease proposal shall expire if not accepted by a duly qualified Lessee official by 5:00 PM on July 28, 2023.

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

Sincerely,



John Simko, Vice President  
Government Finance

**AWARD / ACKNOWLEDGEMENT (please sign and return via email):**

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

\_\_\_\_\_  
Name & Title

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

**Lease Amortization Schedule - Town of Old Orchard Beach  
5 Year Lease**

Annual Rate 5.62%

	Start Date	Amount	Number	Period	End Date
Lease	7/27/2023	\$100,950.00	1		
Payment	7/27/2023	\$22,455.93	5	Annual	7/27/2027

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
7/27/2023	\$22,455.93		\$ 22,455.93	\$ 78,494.07
7/27/2024	\$ 22,455.93	\$ 4,411.37	\$ 18,044.57	\$ 60,449.50
7/27/2025	\$ 22,455.93	\$ 3,397.26	\$ 19,058.67	\$ 41,390.83
7/27/2026	\$ 22,455.93	\$ 2,326.16	\$ 20,129.77	\$ 21,261.06
7/27/2027	\$ 22,455.93	\$ 1,194.87	\$ 21,261.06	\$ -
<u>Totals</u>	<u>\$112,279.66</u>	<u>\$ 11,329.66</u>	<u>\$ 100,950.00</u>	

## **AGENDA ITEM #7936**

**Discussion with Action:** Accept the quote from TSI for a Porta Count Respiratory Fit Tester in the amount of \$16,570.00 from account #52002-50927 Fire Safety Equipment with a balance of \$39,475.00.

Chair: Shawn O'Neill

PortaCount Respiratory Fit Tester is a device used to check that breathing masks worn by firefighters and emergency medical service (EMS) workers fit them properly and provide effective protection against harmful particles in the air. This device replaces an older model and increases our capability to test users on medical style respirators. This was approved as part of the FY 24 CIP budget.



500 Cardigan Road  
 Shoreview, MN 55126  
 USA  
 EIN 41-0843524

Tel: (800)680-1220  
 Fax: (651)490-3824  
 Web: www.TSI.com  
 Email: orders@TSI.com

# Quotation

<b>Quote Contact</b> Don Pelletier <b>Tel:</b> 2079347790 <b>Email:</b> dpelletier@oobmaine.com
<b>Bill-To-Party</b> Old Orchard Beach Fire Dept 136 Saco Ave Old Orchard Beach ME 04064-1614
<b>Ship-To-Party</b> Old Orchard Beach Fire Dept 136 Saco Ave Old Orchard Beach ME 04064-1614

<b>Make PO Out To:          TSI Incorporated</b>	
<b>Quotation Number</b>	20257664
<b>Quotation Date</b>	06/07/2023
<b>Customer No</b>	5236233
<b>Cust. Ref.</b>	
<b>Incoterms</b>	2020 CPT: Prepay & Add Consignee's Premises
<b>Payment Term</b>	Net 30 days
<b>Valid To</b>	09/30/2023
<b>Currency</b>	USD
<b>Method of Payment</b>	PO, Visa, Amex, Mastercard
Reference Quote number when submitting PO	

Item	Material/Description	Quantity	Unit Price	Amount
1	8048-T PortaCount Model 8048-T; w/ Tablet Respirator Fit Tester Includes: Carry Case; AC Adapter with Universal Plug Set; 8026 Particle Generator (115 VAC); Alcohol Cartridge; Alcohol Fill Capsule; Storage Cap; (2) Zero Check Filters; 3/16" and 1/4" Hose Adapters; (2) Spare Alcohol Wicks; (100) Sampling Probes; (100) Lock Washers; Probe Insertion Tool; Neck Strap; 8016 Alcohol Supply containing (16) 30mL Bottles of Reagent Grade Isopropyl Alcohol; FitPro Ultra Fit Test Software; Microsoft® Surface Go® Tablet; WiFi USB Adapter; USB-A & USB-C Cable; and 2-Year Warranty	1.00 EA	16,235.00	16,235.00
	Promo Discount Amt			2,000.00-
2	8025-N95R Fit Test Probe Refill Kit for 8025-N95 Refill Kit for 8025-N95 Sampling Probe Kit For fit testing disposable filtering-facepiece respirators. Includes: 500 Probes, 500 Push Nuts (no tools).	1.00 EA	175.00	175.00
<b>Sub Total</b>				14,410.00
<b>Freight</b>				TBD
<b>Tax</b>				00.00
<b>Total Amount</b>				<b>14,410.00</b>
SERVICE PLAN INFORMATION				
+ \$2,160 Service Contact (see next page)				



500 Cardigan Road  
 Shoreview, MN 55126  
 USA  
 EIN 41-0843524

Tel: (800)680-1220  
 Fax: (651)490-3824  
 Web: www.TSI.com  
 Email: orders@TSI.com

# Quotation

<b>Bill-To-Party</b> Old Orchard Beach Fire Dept	<b>Quotation Number</b> 20257664 <b>Quotation Date</b> 06/07/2023
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Item	Material/Description	Quantity	Unit Price	Amount
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OPTIONAL: Quality Guard Bumper-To-Bumper (B2B) Warranty Contracts are for "Annual Clean and Calibration" and Repair Services for the period of the contract. The B2B Warranty Contracts are not applicable when the TSI Service Group has determined that misuse and/or abuse has occurred to the instrument. The 3 or 5 year Warranty Contracts will be valid for 36 or 60 months respectively, from the date of the instrument shipment and is linked to the serial number of the instrument. B2B Warranty Contracts are applicable to new instruments sales only. These B2B Warranty Contracts are non-transferable.

2-year Clean and Calibration Annual Service Contract.  
 Includes Two Annual Factory Cleaning and Calibration.  
 2-year Factory Warranty remains in effect for repairs.  
 If this option is desired, add part number to PO: CLC2-8048 / Price: \$2,160 ea.

3-year Clean and Calibration Annual Service Contract.  
 Includes Three Annual Factory Cleaning and Calibration.  
 2-year Factory Warranty remains in effect for repairs.  
 If this option is desired, add part number to PO: CLC3-8048 / Price: \$3,140 ea.

3-year Bumper-to-Bumper Warranty & Annual Service Contract.  
 Includes Three Annual Factory Cleaning and Calibration.  
 Extends Warranty to 3-years total for repairs.  
 If this option is desired, add part number to PO: B2B3-8048 / Price: \$3,860 ea.

5-year Bumper-to-Bumper Warranty & Annual Service Contract.  
 Includes Five Annual Factory Cleaning and Calibration.  
 Extends Warranty to 5-years total for repairs.  
 If this option is desired, add part number to PO: B2B5-8048 / Price: \$5,375 ea.

- 1) Please email orders to: Gregory.lawless@tsi.com
- 2) If your organization is tax exempt, please send a copy of your certificate along with your order.
- 3) Shipping is Pre-pay and Add to final invoice, or customer can provide their own UPS, or FedEx account shipping number at time of order.

Sales Tax and Freight charges determined by tax status of customer and shipping method selected.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

*This Quotation is subject to the warranties, disclaimers and all other terms and conditions set forth by TSI Inc. and incorporated by reference and to no others. Seller reserves the right to change prices effective on any new orders, provided Seller notifies in writing those with currently valid Quotations prior to any order being placed. This quotation shall become an agreement binding upon the Buyer and Seller when accepted by the Buyer and subsequently accepted by an authorized representative of the Seller at the Seller's home office and thereupon shall constitute the entire agreement between the parties.*

*Gregory Lawless*  
 TSI Incorporated

Date 06/07/2023

TSI Terms and Conditions apply and are incorporated by reference. See <http://www.tsi.com/tc.pdf>  
 For payment terms, complete credit application at <http://www.tsi.com/credit-app/>

**AGENDA ITEM #7937**

**Discussion with Action:** Accept the quote from Stryker in the amount of \$22,083.43 for a Lucas 3 Chest Compression System from account #52002-50927 Fire Safety Equipment with a balance of \$39,475.00.

Chair: Shawn O'Neill



## LUCAS CPR Device w 4 Yrs ProCare SVC

Quote Number: 10739780

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: OLD ORCHARD BEACH FIRE DEPT AND RESCUE

Rep: Matthew Lampen

Attn:

Email: matthew.lampen@stryker.com

Phone Number:

Service Rep: Scott Frasier

Email: scott.frasier@stryker.com

Quote Date: 07/18/2023

Expiration Date: 08/16/2023

Contract Start: 07/17/2023

Contract End: 09/30/2024

### Delivery Address

### End User - Shipping

### Bill To Account

Name: OLD ORCHARD BEACH FIRE DEPT AND RESCUE

Name: OLD ORCHARD BEACH FIRE DEPT AND RESCUE

Name: OLD ORCHARD BEACH FIRE DEPT AND RESCUE

Account #: 20048405

Account #: 20048405

Account #: 20048405

Address: 136 SACO AVE

Address: 136 SACO AVE

Address: 136 SACO AVE

OLD ORCHARD BEACH

OLD ORCHARD BEACH

OLD ORCHARD BEACH

Maine 04064-1614

Maine 04064-1614

Maine 04064-1614

### Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	1	\$17,313.00	\$17,313.00
2.0	11576-000071	LUCAS External Power Supply	PCE	1	\$403.44	\$403.44
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	1	\$758.50	\$758.50
Equipment Total:						\$18,474.94

### ProCare Products:

#	Product	Description	Qty	Sell Price	Total
4.1	LUCAS-DEP-PROCARE	Lucas Field Depot for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device  07/17/2023 - 07/16/2027  Parts, Labor, Travel Labor, Travel Only Preventative Maintenance Maintenance Inspection	1	\$3,345.60	\$3,345.60
ProCare Total:					\$3,345.60
ProCare One Time Payment:					\$3,345.60



## LUCAS CPR Device w 4 Yrs ProCare SVC

Quote Number: 10739780  
 Version: 1  
 Prepared For: OLD ORCHARD BEACH FIRE DEPT AND RESCUE  
 Attn:

Remit to: **Stryker Medical**  
 P.O. Box 93308  
 Chicago, IL 60673-3308  
 Rep: Matthew Lampen  
 Email: matthew.lampen@stryker.com  
 Phone Number:

Quote Date: 07/18/2023  
 Expiration Date: 08/16/2023  
 Contract Start: 07/17/2023  
 Contract End: 09/30/2024

Service Rep: Scott Frasier  
 Email: scott.frasier@stryker.com

### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$262.89
<b>Grand Total:</b>	<b>\$22,083.43</b>

Prices: In effect for 30 days

Terms: Net 30 Days

### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).



**AGENDA ITEM #7938**

**Discussion with Action:** To accept grant funds in the amount of \$21,250.00 from The Recycling Partnership, to be used towards the purchase of recycling totes for municipal solid waste automated collection services.

Chair: Shawn O'Neill

## RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc. (“The Partnership”) and the Town of Old Orchard Beach, Maine (“Grantee”), which are referred to collectively herein as the “Parties” and individually as a “Party.”

- 1. Grant Agreement Documents; Entire Agreement:** This Grant Agreement consists of this document and its attachments: (a) Terms and Conditions (Attachment A), and (b) Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.
- 2. Term:** This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on September 30, 2024 unless the Parties agree to amend this Grant Agreement as provided in Paragraph 8.
- 3. Grantee’s Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.
- 4. Duties of Partnership and Grantee:** The Partnership shall make cash grants to the Grantee in an amount not to exceed TWENTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$21,250) to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing the Grantee’s residential curbside recycling program (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in Section f, Project Budget and Grant Funding, of Attachment B.

In addition to the Cash Grants, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support the Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, measurement activities, and recycling education and outreach including graphic design customization. The amounts set forth below represent The

Partnership’s intended distribution of in-kind resources to the Grantee.

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of in-kind assistance and support	Up to \$125,000

In exchange for the Cash Grants and in-kind resources from The Partnership, the Grantee will commit staff time and resources for the planning and implementation of the project that is the subject of this Grant Agreement, including reviewing and approving Partnership-designed educational materials, developing and implementing an education program that includes the use of Grantee’s website, digital content, and supported events, producing and distributing educational materials with the delivery of new recycling carts, conducting recycling program operations, supporting research and program analysis through the provision data and assistance with Partnership funded measurement activities, and providing additional support as the project requires in the Work Plan as set out in Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Work Plan in accordance with the Anticipated Implementation Timeline described in the Work Plan.

**5. Distribution Provisions:** The Partnership shall distribute Cash Grants to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period (collectively, “Allowable Expenditures” and individually, an “Allowable Expenditure”). An Allowable Expenditure is one associated with work performed or goods or services acquired to complete the Work Plan as set out in Attachment B as determined by The Partnership in its sole and absolute discretion. Excluding the final Cash Grant, The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 hereof documenting Allowable Expenditures. Unless otherwise determined by The Partnership in its sole and absolute discretion, the total Cash Grants from The Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of a final report (“Final Report”) as defined in Section u, Reporting and Additional Post Award Requirements, of Attachment A; the remaining ten percent (10%) of reimbursable expenses shall be paid upon Final Report submittal. Cash Grants may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of a Cash Grant.

**6. Invoices:** As described in Section v, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership in the form of an invoice using a template provided by The Partnership. All invoices submitted to The Partnership by the Grantee shall be accompanied by

reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the Grantee for work and services associated with each Allowable Expenditure, and documentation that provides evidence of payment by the Grantee for each Allowable Expenditure submitted, which shall include copies of invoices for Allowable Expenditures for which the Grantee is seeking reimbursement. The Grantee’s final invoices must be received by The Partnership with the Grantee’s Final Report. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon delivery of such invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety percent (90%) of the amount of the Cash Grants to be provided by The Partnership for Allowable Expenditures with the final ten percent (10%) available as detailed in Paragraph 5 above.

**7. Grant Contacts:** Contacts for the purposes of this Grant Agreement are set forth below.

<b>Primary Partnership Contact:</b>	<b>Secondary Partnership Contact</b>	<b>Grantee Project Manager:</b>
Rob Taylor, Vice President of Grants and Community Development Telephone: (919) 777-3964 Email: rtaylor@recyclingpartnership.org	Craig Wittig, Vice President of Grant Implementation and Community Engagement Telephone: (919) 830-0547 Email: cwittig@recyclingpartnership.org	Tim Fleury, Executive Assistant to the Town Manager Telephone: (207) 937-5626 Email: tfleury@oobmaine.com

**8. Amendments and Changes:** This Grant Agreement may be amended in a writing signed by the Parties. Notwithstanding the foregoing, the amount of the Cash Grants may be increased or decreased in a writing signed by an authorized person of the Grantee and a Partnership contact as set out in Paragraph 7 hereof.

**9. Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

**10. Appropriations Limitation:** All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the Town Council of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent the Grantee appropriates sufficient funds for the Grantee to perform its obligations hereunder.

**[The balance of this page is intentionally left blank.]**

The Parties have executed this Grant Agreement as of the Effective Date.

The Recycling Partnership, Inc.

By: \_\_\_\_\_

Name: Rob Taylor

Title: Vice President of Grants and Community Development

DATE: \_\_\_\_\_

Town of Old Orchard Beach, Maine

By: \_\_\_\_\_

Name: Diana Asanza

Title: Town Manager

DATE: \_\_\_\_\_

## Attachment A: Terms and Conditions

- a. Termination:** Either Party may terminate this Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such event, the Grantee may receive Cash Grants equal to the total amount of actual Allowable Expenditures paid or entered into in good faith and subject to the other terms and conditions of this Grant Agreement that were incurred by the Grantee prior to receipt of a notice of termination from The Partnership and submitted for reimbursement within thirty (30) days of such receipt date in accordance with Paragraphs 5 and 6 of this Grant Agreement.
- b. Notices:** All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to The Partnership's primary and secondary contacts set out in Paragraph 7 hereof. All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's contact set out in Paragraph 7 hereof.
- c. Recycled Paper:** The Partnership encourages the Grantee, if cost effective, to have all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.
- d. Lobbying:** The Grantee shall not use or appropriate any Cash Grant to carry on propaganda or otherwise attempt to influence legislation.
- e. Compliance with Work Plan:** The Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.
- f. Extensions:** The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to The Partnership's primary and secondary contacts set out in Paragraph 7 hereof at least sixty (60) days prior to the due date of an obligation.
- g. Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement

unless approved in writing by a primary or secondary contact of The Partnership as set out in Paragraph 7 hereof.

**h. Travel Expenses:** Cash Grants from The Partnership may not be used for travel expenses without prior written approval from a primary or secondary contact of The Partnership as set out in Paragraph 7 hereof.

**i. Technical Assistance:** The Grantee agrees to work with The Partnership during the design, implementation, and monitoring of the program improvements, both educational and operational, during the Grant Period.

**j. Collection Frequency:** The Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:

- Weekly collection: minimum of 64+ gallon recycling cart is required.
- Every other week collection: 93+ gallon recycling cart size is required.

The Grantee, at its discretion, may distribute recycling carts that are smaller than required above but such carts will not be eligible for grant funding.

**k. Cart Distribution:** The Grantee must distribute carts for recycling collection free of additional charge to residents beyond standard monthly utility rate for waste and recycling services and in accordance with existing policies and procedures of the Grantee. Grant funding is limited to supporting the distribution of one (1) recycling cart to each eligible household.

**l. RFID (Radio Frequency Identification) Tags:** The Grantee must acquire and distribute recycling carts with embedded RFID tags.

**m. Recycled Content Requirement:** The Grantee must acquire and distribute recycling carts that have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid, and wheels. To qualify as residential post-consumer content, the reclaimed plastic must have been generated by a household and collected for recycling by a curbside or drop-off recycling program. This content requirement cannot be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins.

**n. Material Collection and Management of Recyclable Materials:** The Grantee shall provide

The Partnership a listing of the materials currently accepted for recycling by the Grantee's program. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with the Materials Recovery Facility or Facilities processing its recyclables ("MRF" or "MRFs" accordingly), the Grantee's contracted curbside recycling collection service provider (if applicable), and The Partnership and/or a contractor hired at The Partnership's expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.

The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee, the Grantee's contracted curbside recycling collection service providers (if applicable) and/or the MRFs processing Grantee's recyclable materials that are collected for recycling by the program benefitted by Cash Grants made pursuant of this Grant Agreement will be delivered to a reputable MRF for recycling and recovery. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by the Grantee's program will be managed responsibly.

**o. Educational Best Practices:** When working with Grantees that are distributing recycling carts The Partnership utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 1) a direct-to-resident information card/mailed informing them that recycling carts are coming; 2) information delivered with the recycling cart, which includes an acceptable materials information card/magnet/sticker, an introductory letter, service calendar, etc.; and 3) a plan for the use of oops/congrats tags or other anti-contamination strategies to reinforce correct recycling behaviors after carts have been delivered. At a minimum, The Partnership requires that Cash Grants allocated for education and outreach be used for the procurement of these key three (3) items unless otherwise agreed in writing by the Parties. To support an effective campaign, The Partnership encourages the Grantee to select at least two (2) additional awareness communication components, such as digital and/or print advertisements, festival/event kit, billboards, truck signage, etc. Finally, The Partnership requires the Grantee to update its website to communicate the basics of the cart roll out to its citizens and community and that such website include at a minimum a listing of acceptable materials and how to get additional information about the recycling collection schedule.

**p. Publicity and Press Events:** The Grantee may make information regarding this Grant Agreement and the associated grant project public at any time after this Grant Agreement is fully executed and in a manner which it deems appropriate. This requirement is not intended to limit or otherwise restrict the Grantee's public information obligations or requirements and is instead intended to allow the Parties to coordinate public announcements about the project. The Grantee agrees to cooperate



with reasonable efforts by The Partnership during the Grant Period to publicize the grant, including, but not limited to, designating a suitable representative to appear on behalf of the Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries. The Partnership agrees to give reasonable notice to the Grantee's Grant Contacts regarding any such publicity / press events.

**q. Graphic Design Edits:** The Partnership will work with the Grantee to customize educational materials to fit the needs of the Grantee's campaign in accordance with the timeline established by the Parties. The Grantee must give at least five (5) days' notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee uses a third-party service provider for the design of education and outreach materials, The Partnership will cooperate with the third-party service provider by providing access to Partnership tools, artwork, and images for use by such third-party provider. The Partnership will not, however, provide customized design services to such a third-party service provider. The Partnership will work with the Grantee on campaign materials and will provide two (2) rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between the Parties. The project timeline may be delayed if there are approval delays during the two rounds of edits. This may result in the extension of the deadline of project completion. It is a best practice to have one Grantee staff member serve as the point of contact for the Grantee and collect all approvals and edits to educational materials to deliver to The Partnership for graphic design completion. Print buying and approvals are the sole responsibility of the Grantee unless otherwise agreed by the Parties.

**r. Logo Usage:** During the Grant Period, the Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials associated with the project that is the subject of this Grant Agreement, unless otherwise agreed by the Parties or prohibited by law. When a Partnership project is funded by one or more other funders, then, in addition to The Partnership logo, such funders may also need to be acknowledged by the Grantee in communications materials with the "Funded in part by" language, and the use of one or more funder logos may be requested, with the final acknowledgment to be developed by mutual agreement between the Parties. Prior to finalization, The Partnership requires proof review of any campaign materials developed by the Grantee or a third-party that uses campaign images, graphics, or logos of The Partnership and any of its funders. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo, and the logos of any of its funders and associated use of the "Funded in part by" phrasing. The Partnership understands that under no circumstances may the Grantee appear to be endorsing or advertising on behalf of a private business.

**s. Compliance with Patent, Trademark and Copyright Laws:** The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright

laws, rules, regulations, and codes. The Parties further agree that neither will use any protected patent, trademark, or copyright in performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents. The Parties agree to release, indemnify, and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Grant Agreement which infringes upon any patent, trademark, or copyright protected by law.

**t. Electronic Signatures and Electronic Records:** The Partnership consents to the use of electronic signatures by the Grantee. This Grant Agreement, and any other documents requiring a signature that are related to this Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of this Grant Agreement or any document related thereto solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Grant Agreement or any document related thereto in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**u. Reporting and Additional Post-Award Requirements:** The Grantee shall comply with reporting requirements, including:

- The Grantee shall provide The Partnership, within fifteen (15) days of the Effective Date, a notice as set out in Section b hereof with the Grantee’s employer identification number, as that term is defined in Treasury Regulations Section 301.7701-12, and was assigned to the Grantee by the Internal Revenue Service pursuant to (i) Code Section 6011(b), (ii) corresponding provisions of prior law, or (iii) Code Section 6109, and which consists of nine digits separated by a hyphen in the following format: 00-0000000.
- In order to establish a baseline for measurement of project success, the Grantee shall provide The Partnership with monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project that is the subject of this Grant Agreement is initiated. If such data is not available, then the Grantee agrees to work with The Partnership to help develop estimates for waste and recycling tonnage data for the baseline period.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis for the later of (i) through the end of the Grant Period as defined in Paragraph 2 of this Grant Agreement and (ii) one (1) calendar year beyond the date of the implementation of the project that is the subject of this Grant Agreement. Such reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.
- The Grantee shall establish an account with the Municipal Measurement Program (“MMP”) system

for annual reporting. Reporting in the MMP system is free and involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. The Grantee, upon finalization of this Grant Agreement, shall submit waste and recycling data about their most recently completed annual period into the MMP system, and to aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the MMP system for five (5) years following the term of this Grant Agreement.

- The Grantee shall submit to The Partnership for review a draft Final Report at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Report and will provide feedback to the Grantee about the draft Final Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a fully reviewed and finalized Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.
- The Grantee shall submit to The Partnership documentation from the Grantee's cart manufacturer providing assurance that the recycling carts purchased with the assistance of Cash Grants have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content meeting the standard described in Section m, Recycled Content Requirement.
- Additional reporting requirements may be included in Work Plan set out in Attachment B.

v. **Reimbursement:** As set out in Paragraph 5 of this Grant Agreement, Cash Grants will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, the Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. Each invoice should be accompanied by associated proof that the Grantee paid the invoice in question. Acceptable proof of payment includes copies of canceled checks or Grantee finance system reports showing that payment was made.

The Partnership shall reimburse the Grantee for actual Allowable Expenditures with The Partnership retaining ten percent (10%) of the amount of the Cash Grants until all grant-related activities are completed and all reports are received and accepted. The remaining ten percent (10%) of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described in Section u, Reporting and Additional Post-Award Requirements.

The Partnership may withhold making Cash Grants if the Grantee does not meet its reporting obligations as set out in Section u, Reporting and Additional Post-Award Requirements.

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## Attachment B: Work Plan

**a. Background:** The Grantee currently operates a single-stream curbside recycling program using resident-provided containers, including both bins and bags, with weekly collections conducted by a Grantee-contracted recycling services provider. This program provides curbside recycling services to approximately 4,208 permanent residential households within the Grantee's jurisdiction. Materials collected by this program are currently delivered to the EcoMaine MRF in Portland, Maine. Grantee staff estimate that the curbside recycling program collects approximately 583 tons of recyclables during a recent twelve-month period.

In an effort to modernize its recycling program, the Grantee intends to implement a cart-based, single-stream curbside recycling collection system to serve the eligible households in its jurisdiction. Curbside recycling will be collected weekly by a Grantee-contracted recycling services provider. The purpose of this grant is to support the Grantee's implementation of cart-based curbside recycling in the fall of 2023.

**b. Project Description:** With the support of grant funding and assistance from The Partnership, the Grantee will distribute recycling carts to all eligible households within its jurisdiction to implement carted curbside recycling service that will be automatically available. The Grantee will distribute 64+-gallon recycling carts with the goal being to provide each curbside recycling household with one (1) recycling cart and to broadly adopt a uniformly sized recycling cart as the standard while accommodating those households and citizens with special needs. In addition, with support from The Partnership, the Grantee will implement a jurisdiction wide education and outreach campaign to support its curbside recycling program.

**c. Measurement Plan:** The Grantee will implement a system for tracking the number of households eligible to receive curbside recycling service along with the number of households that have been issued a recycling cart. As possible, Grantee will work with its recycling service provider to measure the curbside recycling set out rate for each of the recycling routes serving its jurisdiction, and as this data is available Grantee shall share it with The Partnership. The Grantee will also implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables, with the particular goal of measuring waste and recyclables generated by and collected from curbside recycling eligible households. Required reports transmitting the number of households receiving curbside recycling services, monthly tonnage data and other project elements will be provided to The Partnership as outlined in Section u, Reporting and Additional Post-Award Requirements, of Attachment A.

To the degree possible and as opportunities arise and resources allow, the Grantee will also work with The Partnership and the Grantee's recycling service provider and MRF operators to evaluate contamination and capture rates of recovered materials and this data will be shared with The Partnership

when and if it becomes available. It is further possible, but not required, that The Partnership may present the Grantee with the opportunity to collaborate in a Partnership-funded study to assess pre and post implementation capture rates for individual recyclable materials. Such a study, if conducted, will be planned in collaboration with Grantee, and Grantee will have access to results of this measurement work.

**d. Public Outreach Plan:** The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of the Grantee’s curbside recycling program utilizing the approach outlined in Section o, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on educating residents about how to recycle with carts and will also work to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A heavy emphasis of this campaign will be related to how to prepare materials for recycling collection and ensuring residents know their recycling collection schedule and service day. The educational effort will target all curbside recycling households in the Grantee’s service jurisdiction and will at a minimum utilize the following supporting tools:

- Direct to resident “Carts are Coming” informational mailers for all curbside households;
- A packet of information about recycling to be delivered with the cart to all residents that receive a recycling cart; and
- The implementation of anti-contamination strategies, as needed, to reinforce correct recycling behavior.

In addition, and as agreed by the Parties, outreach efforts may be expanded to include one or more of the following outreach elements:

- Public activation event to drive citizen engagement in recycling;
- Social media boosting;
- Paid advertisements; and/or
- Other strategies determined effective by the Parties.

**e. Anticipated Implementation Timeline:** The Parties agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of the project. The anticipated key dates in the project are as follows:

- July 2023– Initiate planning for education and outreach campaign and support the implementation planning of cart-based curbside recycling.

- August 2023– Begin public-facing education and outreach efforts to support the launch of cart-based curbside recycling.
- August 2023– Launch and complete distribution of recycling carts and information packets to all curbside eligible households.
- September 2023- Implement jurisdiction-wide cart-based curbside recycling collection.

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are intended as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then the Parties agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in Section b, Project Description, above. In addition, and as necessary, the Parties may modify the Grant Period as set out in Paragraph 2 of this Grant Agreement.

**f. Project Budget and Grant Funding:** This Grant Agreement provides grant funding of no more than \$5.00 per qualifying curbside recycling cart. Qualifying recycling carts meet the conditions defined in Sections j, k, l and m of Attachment A. The actual amount of Cash Grants may vary based on the actual number of carts distributed as well as the total number of households served by the curbside recycling program as determined at the time of cart distribution and as verified by the Grantee’s staff and documents provided pursuant to Paragraph 6 of this Grant Agreement. Cash Grants paid for recycling carts will be based on the number of recycling carts distributed to participating households, will be limited to paying for one (1) cart per participating household, and shall not exceed the amount specified in the table below. The Grantee may, at its discretion, provide households with more than one (1) recycling cart, but in such instances Cash Grants shall only be available for one (1) cart per household. The budget for Cash Grants as illustrated below assumes the provision of recycling carts and supportive education and outreach to 4,250 households by the Grantee.

The amounts set forth in the table below represent The Partnership’s intended distribution of Cash Grants to the Grantee:

Grant Element	Description	Grant Amount
Recycling Carts	Grant funding to support the purchase and distribution of qualifying recycling carts by the Grantee to all eligible households for automatic weekly curbside recycling collection.	\$21,250
Total		\$21,250

All costs associated with project implementation beyond the grant funding from The Partnership will be the responsibility of the Grantee. It is understood by the Parties that Cash Grants for recycling carts may be combined with local funding as well as grant funding from other sources to purchase and distribute recycling carts. It is also understood by the Parties that actual expenses may vary depending on a variety

of factors, including the number of recycling carts distributed, the number of households served by the curbside recycling program, and the actual expenses associated with the Grantee's education and outreach effort. Upon mutual written agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories. The actual amount of Cash Grants will be based on actual reimbursable expenditures as outlined in Section v, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount specified in Paragraph 4 of this Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of this Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual Allowable Expenditures incurred.



## AGENDA ITEM #7939

**Discussion with Action:** Approve the bid from Rehrig Pacific Company in the amount of \$444,132.50 for the purchase of municipal solid waste and recycling carts, to be funded in part by the Recycling Partnership Grant in the amount of \$21,250 and a lease purchase agreement through Gorham Savings Bank, in the principal amount of \$422,882.50 financed for 10 years at 5.00% with annual payments in the amount of \$52,249.96 from account number 20197-50330 Debt Service Lease with a balance of \$642,500.00.

Chair: Shawn O'Neill

A total of 5 bids were received for the Residential Curbside Collection Container RFP released June 5th, 2023. The results of those bids are below. The recommendation is to approve the bid from Rehrig Pacific. It came in as the low bid and is a preferred vendor of Casella Waste Systems, our waste removal contractor.

	Company Name	Contact	Address	Contact information	Bid Amount per Container including assembly and distribution
1	Toter	Kellie Clark	841 Meacham Rd, Statesville, NC 28677	800-424-0422 ext 09584 kclark@toter.com	\$58.03
2	Rehrig Pacific Company	Kemrey Kidd	1738 West 20th Street, Erie, PA 30046	202-731-3937 kkidd@rehrig.com	\$51.25
3	Otto Environmental Systems	Sandra Abdow	12700 General Drive, Charlotte, NC 28273	980-275-5457 sandra.abdow@otto-usa.com	\$59.50
4	Schafer Plastics North America LLC	Travis McAlister	10301 Westlake Drive, Charlotte, NC 28273	704-588-2150 ext 5534 travis.mcalister@ssi-plastic.com	\$56.15
5	Cascade Cart Solutions	Matt Maes	5175 36th St. SE, Grand Rapids, MI 49512	507-514-1499 matt.maes@cascadeeng.com	\$51.88



**Proposal to:**  
**Town of Old Orchard Beach,**  
**ME**

Residential Curbside Collection  
Containers

**DUE :July 14, 2023-1:00PM**

**Prepared by:**  
**Rehrig Pacific Company**  
Kemrey Kidd  
National Account Manager – East Coast  
1738 West 20th Street  
Erie, PA 30046  
(202) 731-3937  
kkidd@rehrig.com

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# Response to RFP Residential Curbside Collection Containers

## Town of Old Orchard Beach

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are identified on the following sheet.

**Submitted to:**

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

July 14, 2023

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### List of Proprietary Information

This proposal contains trade secret and confidential business and financial information exempt from disclosure under the Freedom of Information Act. Under the Maine Freedom of Access Act, we invoke the protection for the following sections upon submission of this proposal document.

Proprietary Information	Page/Paragraph	Why Protection Is Necessary
<b>Material Specifications</b>	Pages 23-33, Entire Section	These pages contain information critical to the manufacturing of our products and services including production levels and material explanations and plans. We want this information listed as proprietary and not provided to anyone.
<b>Pricing</b>	Page 20 Entire Page	These pages contain financial information reflecting the overhead expenses, budgets, we want this information listed as proprietary and not provided to anyone.

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July 14, 2023

Town of Old Orchard Beach, ME  
Diana Asanza – Town Manager  
Tim Fleury – Executive Assistant  
1 Portland Ave.  
Old Orchard Beach ME 04064

**RE: Response to RFP Residential Curbside Collection Containers for Town of Old Orchard Beach, ME**

Dear Diana and Tim,

Rehrig Pacific Company is in a unique position to help the Town of Old Orchard Beach achieve its sustainability initiatives while providing quality containers and consistent customer service. For over thirty years, we have successfully supplied over 60 million curbside collection containers to municipalities like Old Orchard Beach, and haulers like Casella, across the U.S, Canada and the Caribbean.

For the type of project specified in this RFP we recommend our 65-Gallon NB collection container with RFID tags and our in-house A&D services. The 65NB is manufactured with up to 30% PCR, injection molded, and enhanced with color pigment and ultraviolet inhibitors. After we make your containers in our U.S wholly owned/operated manufacturing location, our Assembly and Distribution (A&D) teams will load the carts onto our trailers and deliver them to individual customers in Old Orchard Beach. Our ability to manufacture, assemble/deliver and warranty as a single provider will simplify the administrative burden on your staff and your collection partners, which will allow you to focus on taking care of your residents. Our per cart price of \$54.78 includes the price of the cart, RFID, Freight, and Assembly and Distribution.

Highlighted below are other offerings unique to Rehrig Pacific that will provide additional value to the Town of Old Orchard Beach

- **Work with the main hauler in the market, Casella; we understand how critical the containers can be for a successful collection process.**
- **Meets & exceeds the container specification requirements for The Recycling Partnership – you will get your grant funding.**
- **The most economical and lowest carbon impact from a freight perspective.**
- **Allows the town to see a live portal during the roll out to better manage resident expectations.**
- **Assigns every cart to every home using a bar-code because optical scans are the most accurate method of asset allocation.**

Rehrig Pacific is pleased to submit our response and we thank you for allowing us the opportunity to participate in the bidding process. We will sign a contract to all the provisions in the terms and conditions outlined here in. We have made every attempt to include all the necessary information requested along with some additional information about Rehrig Pacific. However, if you have any questions or require any additional information, please contact me directly.

Sincerely,

REHRIG PACIFIC COMPANY

*Kemrey L. Kidd*

Kemrey Kidd – National Sales Manager, East Coast  
202-731-3937 • kkidd@rehrig.com

# Bid Forms

# Town of Old Orchard Beach Maine



**Town of Old Orchard Beach, Maine**  
**NOTICE OF REQUEST FOR PROPOSALS**  
**RESIDENTIAL CURBSIDE COLLECTION CONTAINERS**

**ADDENDUM #1 July 3<sup>rd</sup>, 2023**

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



## **OBJECTIVES**

Notice is hereby given to prospective bidders of the following information, clarifications, and modifications to the bidding documents. The Bidding Documents remain unchanged except for the answers to submitted questions below. Bidders must acknowledge receipt of the Addendum in the Bid Form and comply with the original requirements for submission of Bids as set forth below.

## **SUBMISSION INFORMATION AND REQUIREMENTS**

Proposals must be received by the Town of Old Orchard Beach no later than **1:00 PM on Friday, July 14th, 2023.** Proposals should be in a sealed envelope plainly marked "RFP – Residential Curbside Collection Containers", and **mailed or delivered** to:

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

Copies may be emailed to Tim Fleury, [tfleury@oobmaine.com](mailto:tfleury@oobmaine.com)

**The answers below are provided in response to questions and comments submitted by prospective Bidders. Questions are answered in no particular order and there are similar questions asked that are answered multiple times.**

1. *RESIN WEIGHT: Will carts with a resin weight of 24 lbs. be considered for award? To our knowledge, no latest production model 64/65-gal carts on the market contain 27 or more pounds of raw material.*

Answer: Bid will be modified to require bidders to state resin weight and will not require a minimum weight.

2. *WALL THICKNESS: The minimum wall thickness specifications appear to be geared to either older model carts or 95/96-gal carts. As with the resin weight specified, to our knowledge, no latest production model 64/65-gal carts on the market can meet the requirements. We respectfully ask this requirement to be lowered to 0.15" for the minimum, 0.170" for critical wear areas, and 0.11" for the lid. Our carts meet all applicable ANSI standards for Type B/G containers and come with a ten-year warranty. We understand that should the sample fail to pass the Town's testing, it will not be considered for award.*

Answer: The Town will have manufactures state wall thickness, and not set a minimum requirement.

3. *Pg. 5 of 15 - PLASTIC MATERIAL: "Base plastic resin for the container body and lid must be first quality high-density polyethylene (HDPE)". Our company's cart bodies are manufactured with the Town's acceptable rotational molding process, and cart lids are manufactured also with the Town's acceptable injection molding process. With our Advanced Rotational Molding™ process combined with medium density polyethylene, the process and materials work together to create carts that are durable, resilient, long-lasting (15-20+ years of active service life) and warranted with 12 years of coverage on the cart body. Will the Town allow both injection molding process with high density polyethylene (HDPE) and rotational molding process with medium density polyethylene?*

Answer: Yes, the town will allow both processes and the use of medium density poly.

4. Pg. 5 of 15- Paragraph 3 – requires 20% regrind that must be Post-Consumer Waste and not Postindustrial. Furthermore, the Town requires the recycling partnership's mandated minimum 5% Post Consumer Curbside Recycling/Waste. But the Town requires that curbside waste inclusion to be 5% of the body in one place, or 5% of the body and lid in another place on this page. Per our review of The Recycling Partnership requirements, we find that the 5% is to be 5% of the weight of the body, lid and wheels. While we should add in the wheels weight, we understand that we should not include recycled resin in wheels to count toward the percentages required. (We further understand that the recycled resins are not to be included in the wheels.) Please confirm that for accountability to The Recycling Partnership, these percentages should be out of the weight of the cart body, lid and wheels.

Answer: Yes, weight of body, lid, and wheels.

5. Pg. 6 of 15 - RESIN ADDITIVES: The container shall be protected against ultraviolet rays with an ultraviolet stabilizer additive with no less than one and one-half percent (1.5%) by weight. Our company's ultraviolet inhibitors are added to cart polyethylene resin at a ratio that has been determined by Our Company's Engineering and Quality Departments. These ingredients are added as a proprietary liquid blend considering the weight of the cart. Maximum dispersion of all additives into the resin is assured using a hot-melt compounding process to produce consistency and durability of color for the life of the cart. The level of additives is extremely important to maintain. Too little ultraviolet inhibitors will not adequately protect the polyethylene from the effects of the sun, extreme temperatures, and other environmental factors. Too much reduces the quality and properties of the polyethylene producing a container that may not withstand the rigors of automated collection. Since cart manufacturers' recipes for carts is proprietary information, we respectfully request that the Town amend this specification to require containers to include ultraviolet inhibitors at levels proven to support durability (pass all ANSI Safety Tests) and longevity.

Answer: Agreed, the actual percentage is not needed. Passing ANSI safety tests is the important part.

6. Pg. 6 of 15 - RECYCLE ABILITY: This specification requires Proposers to operate and own their own recycling division within their company where multiple streams of

*plastic can be recycled beyond just old/damaged containers. This is an unfair specification since cart manufacturers cannot all have such a division. We respectfully request the Town requires each proposer to state whether it owns and operates a recycling division within its company.*

Answer: Agreed, this is a remnant from the old RFP and can be completely stricken from the proposal.

7. *Pg. 7 of 15 – SEMI-AUTOMATED LIFT SYSTEM – requires an upper lifting “skirt”, which equates to our upper lifting saddle. While the features are similar, and certainly accomplish the same purpose, there are differences from one brand of cart to another for this upper lift feature. We respectfully request that the Town require the upper lift point to be compatible with standard North American semi-automated bar-locking lifters.*

Answer: Agreed, each manufacturer will be slightly different. As long as they all work with standard lifters.

8. *Pg. 7 of 15 – ABRASION PROTECTION – requires a double drag rail on cart bottoms. Our cart features a single drag rail, which has passed test when dragged up to 6,000 feet. The double drag rail is correctly required of injection molded carts due to the sprue located at the bottom of the cart, making the bottom of the cart a weak point. We respectfully request the additional that rotationally molded carts may feature a single drag rail.*

Answer: Rotationally molded carts may have a single drag rail.

9. *Pg. 8 of 15 – LID – This specification requires lids to be injection molded with HDPE and manufactured of the same material as body. As a point of clarification, our cart bodies are rotationally molded using medium density polyethylene, and cart lids are injection molded with HDPE. We request that the Town remove the requirement to be “manufactured of the same material as used in the container body.”*

Answer: Agreed. will strike the “manufactured of the same material as used in the container body”

10. Pg. 8 of 15 – LID – Does not allow screws to attach lids, but only plastic attachments. Our all-plastic lid hinge snaps onto the lid. The fit of the two components is further secured by two (2) Torx Fasteners in each hinge. These steel fasteners, used in the automobile industry, are much stronger and more durable than the plastic pins used in many cart hinges and are coated to prevent rust. This hinge secure design allows for easy maintenance by Town crews and avoids the lid and handle damage that often occurs in other carts that use drive-in, plastic bayonet style pins. We respectfully request that the Towns allow Torx Fasteners coated to prevent rust, when used to secure plastic lid attachment components.

Answer: The town will allow weather resistant fasteners for lid attachment.

11. Pg. 8 of 15 - AXLE: The axle must be a minimum of 3/4" diameter and the axle must slide through at least (2) two molded-in plastic journals with an additional minimum of (2) two half journals molded into the bottom of the container. A standard axle in U.S. carts has been 5/8" diameter solid steel for over 40 years. The bending strength of our 5/8" axle is 2,000+ pounds, nearly nine (9) times the load rating of the 64-gallon cart. Furthermore, our axle journals meet the intent of this specification with molded in journals featuring with a double-wall design, which exceeds ANSI testing and are confidently warranted. Will the Town allow both 3/4" and 5/8" diameter axles, with axles not exposed to the inside of the container? Furthermore, with the Town allow journals to also be designed as molded into the bottom of the container without penetrating the cart, but ensuring proper weight distribution of the contents of the container?

Answer: The town will allow 3/4" and 5/8" axles as long as they are not exposed to the interior of the container and pass through journals that ensure proper weight distribution of the contents of the container.

12. Pg. 9 of 15 - LOAD RATING- requires a load rating for a 64-gallon container to be a minimum 227 pounds. Our carts meet ANSI requirements which are the same requirements that are otherwise required by Town specifications. Will the Town

*require carts to be compliant with ANSI allowed load ratings at a maximum of 3.5 lbs./gallon, which equates to 224 pounds for a 64-gallon cart?*

Answer: Yes, the Town will allow it to meet ANSI required 224 pounds. This was an oversight in the RFP.

*13. Pg. 9 of 15 - MANEUVERABILITY: Requires that the average tipping force required to maneuver carts must conform to ANSI Standards and testing, which is in ANSI Standard Z245.30-2008, Appendix F, and ANSI requirements of this Force to Tip testing limits the force to tip at less than 120 pounds when fully loaded with an ANSI required load of 3.5 pounds per gallon. We respectfully request that the Town amend this specification to match ANSI Standards and each bidder be required to still state its maximum average force in pounds.*

Answer: Agreed. the Town will amend to meet ANSI standards.

*14. Pg. 9 of 15 - RESIN WEIGHT: The quoted container must be manufactured to achieve a minimum resin weight of the following: 64 gallon – min 27 pounds. With inventions and updates for better resin materials, combined with the need by companies to support sustainability and ergonomically comfortable maneuverability, our cart body, lid and wheels have a resin weight less than the minimum required. Will the Town amend this specification to allow bidders to simply state their cart resin weights in the body, lid and wheels of carts?*

Answer: Yes, resin weight can be listed and not have to meet a minimum specification.

*15. Pg. 10 of 15 - WALL THICKNESS: The quoted container must have a nominal wall thickness of .175" throughout the body of the container and a minimum wall thickness of .185 inches in the critical wear points (i.e., container bottom, handle and lift mechanism). The minimum wall thickness of the lid must be .140 inches. Please refer to our question #12 above since the same explanation applies to wall thicknesses. Our Rotational Molding imparts virtually no stress into the molded wall because it does not require an injection pump to push the plastic into the mold. Our company's cart plastic is distributed in the mold by Gravity. By comparison, injection molding forces plastic into the mold at a pressure of 10,000 PSI or more*

*which results in significant molded in stresses which can crack or break in an automated cart lifter. We respectfully request that the City allow different wall thicknesses for rotationally molded carts, with bidders stating the thickness of the body wall and the thickness of the lid wall. If the Town desires to require specific measurements, we further request that the Town require rotationally molded cart bodies to have a wall thickness throughout the cart body at nominal 0.156", and lid thickness throughout the lid at nominal 0.110".*

Answer: The Town will have manufactures state wall thickness, and not set a minimum requirement.

*16. Pg. 10 of 15 - DIMENSIONS – Require cart width to be a minimum 26.50 inches. Since every cart is designed with different dimensions, the Town is wise to state minimum requirements. We do respectfully request that the Town require a minimum width of 14.25 inches, which better fits through gates and doors.*

Answer: These carts are to be used by a side loading collection truck and must be compatible with the lifting mechanism.

*17. Pg. 11 of 15 - SERIAL NUMBER BAR CODES – We understand that the Town is requiring both a Bar Code with Serial Number, and an RFID Tag. At least one cart manufacturer uses bar codes in its Assembly and Distribution processes, but the bar code is a duplication of the RFID, and an inferior duplication as well. When a bar code is scratched, which can happen easily in normal handling of the container by users and collection truck interface, the bar code is rendered useless and non-readable. The only replacement for a marred bar code is a sticker bar code that is much less reliable than any cart identifier. The RFID Tag in the lid is not a usual place to install an RFID Tag, and ours is designed with the tag installed into the handle of the cart body away from cart contents, normal use, and outside elements. We understand that the Town specifies the bar code as mandatory, and requires a serial number, bar code and RFID Tag, with all 3 associated for container distribution and management after distribution. An RFID Tag associated with a hot stamped serial number is sufficient for ease and accuracy of both container distribution data management, and data management for inventory, work order management and warranty claims. RFID Tags also work with truck mounted RFID systems. We are not suggesting eliminating bidders having a system using all three identifiers, but we respectfully request that the Town allow proposers to provide a*

*serial number with either a bar code or RFID Tag, but that bidders may also provide both, according to the bidder's own system.*

Answer: Agreed, The Town will require bidders to provide a serial number with either a bar code, RFID tag or both.

*18. In Mold Labels (IML) are not mentioned in specifications for carts but are mentioned under delivery timeframe top of page 12. Does the Town require IML on any cart lids?*

Answer: No

*19. Pg. 11 of 15 – User Instructions – we have standard, unchangeable user instructions required by ANSI, but does the Town require its own instructions for special use and/or cautions for users?*

Answer: No

*20. Pg. 14 of 15 – Proposal Response Form – Pricing page requires one blank line for pricing. Will the Town separate pricing for carts, with a separate line for carts and another separate line for Assembly and Distribution to Residents? If desired, there could be a separate line for total freight or freight per load with ability for proposers to enter number of carts that fit per truckload.*

Answer: Bidders may break down pricing however they see fit.

*21. Pg. 12 of 15 at top asks for number of days order will be fulfilled after receipt of purchase Order (in days), and page 14 requires our "projected delivery date". Is there any difference in what should be answered for each of the two questions? When does the Town desire for carts to be rollout out to residents, as a target project completion date?*



Answer: The Town has a projected roll out date in the first week of September and completed by the second week.

22. *What is the expected timeframe in which the cart rollout to residences is expected to begin?*

Answer: First week of September

23. *What is the total number of homes in each town that will receive carts?*

Answer: Roughly 4,208

24. *Will there be deliveries to single-family, multi-family, or group collection areas (mobile home parks)?*

Answer: Single family homes and multi-family units up to 4 families in a unit.

25. *Will there be deliveries to commercial accounts (i.e., businesses, schools, libraries, etc.)? If so, how many carts of each stream will each commercial account receive?*

Answer: No

26. *What type of data capture method is preferred when carts are delivered: checklist data, serial number recording, or RFID scanning?*

Answer: Serial number recording.

27. *Is there literature that will be attached to each cart during the delivery phase to residences?*

*If so, how is the literature expected to be attached (i.e.: tucking a flyer or pre-stuffed bag in between the cart lid and body, hanging a pre-stuffed bag provided by the towns onto the cart handle, etc.)?*

*Could you please describe the type of literature that will be attached to carts and the number of literature pieces (i.e.: a flyer, brochure, welcome packet)?*

Answer: All literature is provided by Casella and will be hung from the handle. Unknown, exact type yet.

*28. Does the Town require crews to stuff literature into plastic bags prior to delivery? If so, how many literature pieces are there?*

Answer: No, N/A

*29. Are crews required to apply stickers to the carts? If so, please advise of the size and type of sticker that will be provided (i.e.: on a roll, sheets, center peel, etc.)*

Answer: No

*30. Will there be any deliveries to alleyways?*

*If so, how many accounts within each town have alleyway service?*

Answer: No, none

*31. Will writing addresses on the lids of carts with paint pen be required?*

*If so, please advise whether unit numbers only or full addresses are required.*

Answer: No, N/A

*32. Would the Town be willing to provide paved and secure staging yard areas within each town for crews to unload and assemble carts prior to delivery? If so, could you please provide a staging yard address?*

Answer: Yes, at the DPW or Ballpark facility. Gravel, parking areas, not paved. 7 Ballpark Way, Old Orchard Beach, ME 04064 or 101 Smithwheel Rd. Old Orchard Beach, ME 04064

33. *Will the Town provide a forklift and forklift attachment that has the ability to unload two cart stacks at once for crew use to unload carts or should crews prepare to provide a forklift and attachment?*

Answer: Town can provide a front end loader with fork attachment.

34. *Does the Town anticipate any carts to be leftover at the project's end? If so, what is the estimated quantity of leftover carts?*

*Will any leftover/extra carts require assembly and stacking for storage at the staging yard?*

*Will leftover/extra carts need to be transported to a storage location that is different from the staging yard? If so, could the Town provide the address of the transport location?*

Answer: Yes, approximately 50-100 carts to be used for replacement purposes.

No. Carts will be left stacked without being assembled for more efficient storage

Unknown at this time. Town will be responsible for moving unassembled carts for storage.

35. *Page 9, Load Rating: The 227 lb load rating that is listed is actually for a 65 gallon container. ANSI Standard is 3.5 times the capacity; a 64 gallon container would have a load rating of  $3.5 \times 64 = 224$  lbs. Can the load rating be updated to the ANSI standard of 224 lbs?*

Answer: Yes, the Town will allow it to meet ANSI required 224 pounds. This was an oversight in the RFP.

36. *The bid mentions in-mold-labels in a couple different spots- is this something the Town is interested in purchasing? Can you provide a sample or details on the size and number of colors on the label requested for quoting purposes?*

Answer: At this time the town does not require any specific in-mold labels. Standard ANSI Safety markings suffice.

37. *Are there literature pack requirements with the assembly & distribution? Will the literature packs be pre-bagged by the Town or should this cost be included in the proposal?*

Answer: All literature is provided by Casella and will be hung from the handle. Unknown, exact type yet.

38. *When would the Town like the carts to be delivered and distributed?*

Answer: The Town has a projected roll out date in the first week of September and completed by the second week.

39. *Page 12 asks for a delivery timeframe. Is this the timeframe for the carts to be delivered to the Town or for the carts rollout to residents to be completed?*

Answer: This is the time frame for cart rollouts to residents to be completed.

# Town of Old Orchard Beach Maine



**Town of Old Orchard Beach, Maine**  
**NOTICE OF REQUEST FOR PROPOSALS**  
**RESIDENTIAL CURBSIDE COLLECTION CONTAINERS**

**June 5<sup>th</sup>, 2023**

**AMENDED JULY 3<sup>rd</sup>, 2023**

**Additional content in red**

**Removed content underlined**

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

## **OBJECTIVES**

The Town of Old Orchard Beach is seeking proposals to supply the Town with 64 gallon size universal rollout waste containers for fully automated waste collection.

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

## **SUBMISSION INFORMATION AND REQUIREMENTS**

Proposals must be received by the Town of Old Orchard Beach no later than **1:00 PM on Friday, July 14th, 2023**. Proposals should be in a sealed envelope plainly marked “RFP – Residential Curbside Collection Containers”, and **mailed or delivered** to:

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

Copies may be emailed to Tim Fleury, [tfleury@oobmaine.com](mailto:tfleury@oobmaine.com)

For testing purposes, Proposers must submit one sample of their 64 gallon containers. Please include any relevant manuals or literature. These samples will remain the property of the Town. If the containers meet specifications they will be the standard by which future containers will be measured.

Container samples should be delivered to:

Town of Old Orchard Beach

Town Manager

1 Portland Ave

Old Orchard Beach, ME 04064

ATTN: Tim Fleury

Containers to be delivered within five (5) days of proposal submission date. Call Tim Fleury @ (207) 937-5626 or email [tfleury@oobmaine.com](mailto:tfleury@oobmaine.com) with any questions regarding specifications or sample delivery. Deadline for responding to questions is June 30<sup>th</sup>, 2023. Any information provided to an inquiry will be provided to all perspective bidders.

## Universal Roll out Cart Specifications

### *UNIVERSAL ROLL OUT CONTAINERS*

The specifications herein describe the minimum acceptable features and performance requirements for universal refuse and waste containers. Bidders must thoroughly read and understand these specifications prior to proposal submission. All proposals must be submitted on the Town's form provided. Bidders shall complete the specification column with a check mark to indicate if the item being proposed by the Bidder is exactly as specified. If an item is left blank, the Town's will assume the Bidder cannot meet the specifications and may cause rejection of the proposal. By checking any of the "NO" spaces the Bidder states that the product being proposed does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on a separate page titled "Exceptions". Exceptions will not automatically disqualify a bidder. If the Town determines by any means that exceptions exist which were not identified on such list, then that proposal will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the proposal meets all specifications. If awarded, the successful bidder must only deliver the container or containers that are proposed with this bid submission. Failure to provide the exact container specified will disqualify said bidder. Failure to provide a sample container at the Town's request within 5 days will be subject for disqualification of the said bidder.

### *MANUFACTURING PROCESSES AND MATERIALS*

Each universal roll out container shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

Description	Yes	No
<b>MANUFACTURING PROCESS:</b> Each container and lid must be made from the injection-molded or roto molded process.	✓	



<p><b>PLASTIC MATERIAL:</b> Base plastic resin for the container body and lid must be first quality high-density polyethylene (HDPE) supplied by a national petrochemical producer such as Dow Chemical or Exxon Mobil. Off-spec or wide spec material and dry blending of material is not acceptable.</p> <p>The bidder must submit technical data sheet(s) from the resin producer.</p>	✓	
<p>Carts manufactured with 100% Virgin Resin will not be considered as it does not comply with the Town's sustainability initiative. There must be at the minimum 20% re-grind</p>	✓	
<p>In addition, 5% of the 20% regrind (based on the weight of the body) must be Post-Consumer Waste – Postindustrial will not be a substitute and the 5% may not be in the wheels of the container. This specification is tied to a grant the Town is considering.</p>	✓	
<p>All of these items will be required:</p> <ul style="list-style-type: none"> <li>• <b>Prior to cart roll out:</b> the Cart manufacturer of choice must provide a 3<sup>rd</sup> party Certification that states the PCR is in fact curbside recycled content and will be purchased at a volume equal to 5% of the cart and lid total weight to the Community or Hauler making the purchase.</li> <li>• <b>Prior to cart roll out:</b> Provide a PO with letter of intent to purchase this material from certified vendors of RPC.</li> <li>• <b>Email Acknowledgement</b> between a community and their selected cart manufacturer of residential post-consumer recycled plastic content requirements for recycling carts; must be specific to The Recycling Partnership grant-funded project</li> <li>• <b>Pre-Roll Out</b> <i>Copy of the actual purchase order or other billing statement with residential post-consumer recycled plastic content noted.</i></li> </ul>	✓	
<p>Post-rollout</p> <ul style="list-style-type: none"> <li>• <b>Post Roll Out:</b> Invoice from the cart manufacturer to the community that details the number of recycling carts purchased and distributed under the terms of the community's Grant Agreement with The Recycling Partnership. Additionally, invoice documentation should detail the following: <ul style="list-style-type: none"> <li>○ Total weight of certified <u>residential</u> post-consumer recycled plastic content.</li> <li>○ Recycled Content in each Recycling Cart including PCR.</li> <li>○ Total weight of purchased recycling carts.</li> </ul> </li> </ul>	✓	

<p><b>RESIN ADDITIVES:</b> The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container.</p> <p>All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. Containers must be manufactured using a hindered amine light (HAL) stabilizer package, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet rays with an ultraviolet stabilizer additive. <u>REMOVE (with no less than one- and one-half percent (1.5%) by weight) REMOVED</u></p> <p>The bidder must submit a statement certifying that all of the plastic resin and additives will be hot melt blended.</p>	<p>✓</p> <p>✓</p> <p>✓</p>	
<p><u>REMOVED - RECYCLE ABILITY: The bidder must include with the bid any option for the repurchase/recycling of containers at the end of their useful life. Bidders must operate and own their own recycling division within their company where multiple streams of plastic can be recycled beyond just old/damaged containers. Does the bidder own and operate their own recycling division within the company? REMOVED</u></p> <p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>	<p>✓</p>	
<p><b>MANUFACTURING LOCATION AND EXPERIENCE:</b> Manufacturer shall be wholly owned and operated US corporation. Every Bidder MUST have at least 10 years of manufacturing experience in the US.</p> <p>Each manufacturer MUST have full control over all manufacturing operations. Any bidder who outsources manufacturing will be disqualified as this has a potential to upset our delivery schedule. Preference will be given to those who have multiple facilities as a failsafe.</p>	<p>✓</p> <p>✓</p>	
<p><b>TESTING:</b> At the request of the Town, sample containers may be tested and put through a series of rigorous real-world tests to simulate daily use. It will be at the discretion of the Town to the tests performed and a testing committee will review the performance of each container. Failure to pass all portions of the testing could result in disqualification of the bidder. Does the bidder accept the testing requirements stated in this bid?</p> <p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>	<p>✓</p>	

**CONTAINER REQUIREMENTS**

The universal roll out containers must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

Description	Yes	No
<p><b>ANSI CONFORMANCE:</b> Containers proposed herein must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" containers.</p> <p>The bidder must submit independently certified copies of all ANSI test results with proposal. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for "Loading and Unloading Test for Containers" must clearly state that the required 520 dump cycles under the container's full rated load were performed on both a Semi-Automated Container Lifter and a Fully Automated Grabber Arm.</p>	<p>✓</p> <p>✓</p>	
<p><b>INTERIOR CONSTRUCTION:</b> The interior surface must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the containers could become trapped. The lower metal catch bar cannot be exposed to the interior of the container.</p>	<p>✓</p>	
<p><b>SEMI-AUTOMATED LIFT SYSTEM:</b> Each container shall be equipped with an internal upper lifting skirt, which makes it compatible with standard American semi-automated bar-locking lifters. The lower metal bar of the 64 gallon containers must come pre-installed from the manufacturer, must be designed to withstand over ten (10) years of lifter attachment, and must be a 1" diameter galvanized free floating steel bar that isn't exposed to the interior of the cart. Containers with bolted-on lower bars are NOT acceptable.</p>	<p>✓</p>	
<p><b>FULLY AUTOMATED LIFT SYSTEM:</b> Each container shall be equipped with an exterior pattern of texture in the collection area that improves the friction between the lifter and the container in order to reduce the amount of containers falling into the hopper.</p>	<p>✓</p>	
<p><b>ABRASION PROTECTION:</b> The containers must be designed with a double drag rail on the container bottom <b>or single drag rail for roto molded carts.</b> The container base must be reinforced in the area that contacts the ground with a molded-in wear strip</p>	<p>✓</p>	

<p><b>RIM OF BODY:</b> The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the container from under the edge of the lid. The rim of the container must not be designed to have an inward radius to obstruct free flow emptying of material out from the container.</p>	<p>✓</p>	
<p><b>LID:</b> The lid shall be of one-piece construction; injection molded of high-density polyethylene resin (HDPE) <u>REMOVED (and must be manufactured of the same material as used in the container body) REMOVED</u> The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc and hang open without stressing the lid or container body. Living hinges and lid counterweights are unacceptable. <u>REMOVED (The manufacturer may not attach lids to containers using metal hinges, brackets/bolts and/or screws, metal bars, PVC, plastic glued connections, or any hidden bars.) REMOVED</u> Lid attachments must be constructed of weather resistant plastic or weather resistant fasteners only. Attachments must be easily installed during container assembly and uninstalled during container disassembly. Lid must be capable of being imprinted with a custom hot stamp or in-mold label technology. Lid attachment hinge must be no less than 1.25" in width. STATE LID HINGE ATTACHMENT WIDTH: <u>1.25</u> inches</p>	<p>✓  ✓</p>	
<p><b>HANDLES:</b> Each container must be equipped with a handle that is a minimum of 1" diameter. The handle and handle mounts must be an integrally molded part of the container body. The handle shall be designed to always afford the user positive control of the loaded container: with proper use. The handle must not have the ability to rotate on its own axis at any time. Handles that are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.</p>	<p>✓</p>	
<p><b>AXLE:</b> The axle must be a minimum of <u>5/8"</u> diameter, high strength steel fully supported by container body. Zinc chromate plated or powder coated equivalent for corrosion protection. Axle must slide through at least (2) two molded-in plastic journals in the container bottom and must not be exposed to contents inside of container. There must also be a minimum of (2) two half journals molded into the bottom of the container for the axle to slide through to ensure proper weight distribution of the contents of the container. Axles attached by means of bolts or rivets are unacceptable.</p>	<p>✓</p>	
<p><b>EASE OF ASSEMBLY AND DISASSEMBLY:</b> The bidder must supply a container assembly instruction sheet with their response. The instruction sheet should include a list of container parts and a list of tools needed for assembly.</p>	<p>✓</p>	

<b>PARTS AVAILABILITY:</b> All bidders will supply a listing of replacement parts available for their model container.	✓	
<b>COLOR:</b> Containers must be a distinctive color impregnated into the plastic. Painted universal recycling containers are unacceptable. The Town and chosen Contractor will mutually determine color(s).	✓	

**CONTAINER SPECIFICATIONS – 64 GALLON**

The container offered must be 64 gallons (+/-3%) and must comply with the following listed specifications:

Description	Yes	No
<p><b>LOAD RATING:</b> The 64 gallon container must be designed to regularly receive and dump the following pounds of recycled materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.</p> <p><b>64 gallon – minimum 224 pounds</b></p> <p>STATE LOAD RATING OF CONTAINER: <u>227.5</u> pounds</p>	✓	
<p><b>MANEUVERABILITY:</b> To ensure that the proposed 64 gallon container is easily operated by the citizens of Town, the bidder must state the average tipping forces required to maneuver a fully loaded container when tilted to the roll position. <del>REMOVED (The bidder must also submit documentation that conforms to ANSI Z-245.60 Force-to-Tip testing that clearly defines the container’s maximum average tipping force. The results of this testing may not exceed a maximum average of 35 pounds.)</del> <del>ReMOVED</del> Any container that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.</p> <p>STATE MAXIMUM AVERAGE FORCE: <u>35</u> pounds</p>	✓	
<p><b>RESIN WEIGHT:</b> <del>REMOVED (The quoted container must be manufactured to achieve a minimum resin weight of the following: 64 gallon – min 27 pounds)</del> <del>REMOVED</del></p> <p>Please state resin weight of container.</p> <p>STATE RESIN WEIGHT OF CONTAINER: <u>27.5</u> pounds</p>	✓	

**WALL THICKNESS: REMOVED** (The quoted container must have a nominal wall thickness of .175" throughout the body of the container and a minimum wall thickness of .185 inches in the critical wear points (i.e. container bottom, handle and lift mechanism). The minimum wall thickness of the lid must be .140 inches.) REMOVED

Please list wall thickness of specified locations below.

STATE BODY WALL THICKNESS: 0.175 inches

STATE CRITICAL WEAR POINT THICKNESS: 0.185 inches

STATE LID WALL THICKNESS: 0.140 inches

**CAPACITY:** The total capacity of the container body, excluding the lid, must be at least 64 gallons (+/- 3%). Bidder must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the container body (to the nearest 0.1 U.S. gallon).

STATE TOTAL CAPACITY: 65 gallons

**DIMENSIONS:** The minimum exterior dimensions of the completely assembled container are as follows:

HEIGHT: 40.25 inches

DEPTH : 28.00 inches

WIDTH : 26.50 inches

STATE HEIGHT: 40.25 inches

STATE DEPTH: 28.00 inches

STATE WIDTH: 26.50 inches

**WHEELS:**

Wheels shall be minimum 10" in diameter and 1.75" wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs. Wheels must be snap on style wheels. Wheels that require the use of pal nuts, washers or other means of connection will be considered unacceptable.

**NUMBER OF PARTS:** For ease of assembly and parts inventory, Town is requesting the bidder to state the number of separate parts that comprise each container to include but not limited to; lid, body, wheels, axle, catch bar, rivets, lid fastener components, etc. A maximum of 8 parts is required.

STATE NUMBER OF SEPARATE PARTS: 8

**MARKINGS**

Each container must be permanently marked with letter/numbers, as follows:

Description	Yes	No
<p><b>SERIAL NUMBER BAR CODES:</b> Each container must have a bar code and associated serial number branded in white on the container. The barcode must be visible when carts are nested during shipment. The serial number/bar code shall be associated at the point of manufacturing and be associated with the corresponding RFID tag that will be in each lid.</p> <p>The serial number and barcode/<b>RFID</b> will be a VIN style identifier that will be used for future warranty submissions.</p> <p>The barcode <b>or RFID</b> will be used for the initial assembly and distribution as well as to assist in the efficient management of the roll out carts after they are distributed.</p> <p>Under the barcode the date of manufacture must clearly be displayed. Adhesive or sticker serial number bar codes are not acceptable for new production containers. The bidder will maintain an electronic file and database that will identify the date of manufacture by the serial number for warranty purposes in the future.</p> <p><del>REMOVED (The bar codes are mandatory and will be used for container distribution AND management after distribution.) REMOVED.</del></p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	
<p><b>CONTAINER LOGO:</b> The Town logo shall be affixed by hot stamp onto both sides of the container body.</p>	<p>✓</p>	
<p><b>USER INSTRUCTION:</b> Instructions for the safe use of the container must be molded into each lid. Instructions shall be approved by The Town.</p>	<p>✓</p>	
<p><b>LOAD RATING:</b> The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.</p>	<p>✓</p>	

**SPECIFY DELIVERY TIMEFRAME**

Specify number of days order will be fulfilled after receipt of a purchase order: 30 \*Days

*\*Carts with IMLs may take longer due to supply chain*

**Assembly & Distribution (A&D)**

Description	Specifications	Yes	No
Delivery Planning	The Contractor shall be responsible for coordinating the delivery of containers in field. Town shall supply a comprehensive address list no less than 4 weeks prior to container delivery start date. It is preferred that the Contractor shall have its own delivery personnel.	✓	
	Contractor shall perform deliveries based off Town assigned routes, or mutually agreed upon route days	✓	
	Contractor must use handhelds that can add any addresses that may have been excluded from the original delivery list in the field	✓	
	Contractor must provide handhelds that have resolution codes for coding out exceptions to delivery	✓	
	The resolution codes would include, but are not limited to vacant property, burned out structure, uninhabitable home, vacant lot.	✓	
Data responsibility and delivery	The Contractor will be required to scan every container to assign it to an address during delivery. Information includes asset serial number, RFID number, asset size/type, address, latitude/longitude of delivery location. Manual written down serial numbers are NOT acceptable	✓	
	Contractor must provide GPS coordinates (latitude and longitude) of each container at the point of delivery.	✓	
	Contractor shall complete this task at all locations for each container in all conditions except as a result of extreme weather conditions or Acts of God.	✓	
	Contractor will have the ability to migrate all open and closed request data into a Cloud-based asset management system for ongoing container management and reporting if needed.	✓	



Automated reports and portal access	Contractor shall provide access to a cloud-based portal to see ongoing open and closed requests specifics	✓	
	Contractor will provide access to daily closed request information	✓	
	Contractor will utilize a cell-based handheld for container scanning for real-time updates on delivery completion.	✓	
	Container delivery reports will be available on demand through web portal	✓	
	Container Delivery open and completed requests will be displayed in a widget on the desktop users dashboard	✓	

**TOWN OF OLD ORCHARD BEACH  
DEPARTMENT OF PUBLIC WORKS  
Proposal Response Form  
Residential Curbside Collection Containers**

The undersigned, as Proposer, declares as follows;

The only parties interested in this Proposal as principals are named herein.

1. This Proposal is made without collusion with any other person, firm or corporation.
2. No officer, agent, or employee of the Town of Old Orchard Beach is directly or indirectly involved in the Proposal.
3. The Proposer has carefully read and examined the specifications herein and knows and understands the terms and provisions.
4. The Town of Old Orchard Beach reserves the right to reject any and all proposals and to waive any informalities or irregularities in the Proposals received, and to accept any Proposal which is deemed most favorable to the Town at the time and under the conditions stipulated.

**PRICE PER ORDER OF up to 11,000 CARTS coordinated into 2 colors, by lids, according to function. Bidders may break down pricing further as they see fit.**

11,000 64 gallon carts

\$51.25

per cart

*See included email. TRF*

Total price

\$563,750

**PROJECTED DELIVERY DATE** Anytime between August 15 and January 1, 2024  
(Town Choice)

Please attach a price list for all replacement parts.

**TOWN OF OLD ORCHARD BEACH  
DEPARTMENT OF PUBLIC WORKS  
Proposal Response Form  
Residential Curbside Collection Containers**

Rehrig Pacific Company

Kemrey Kidd

Proposing Manufacturer

Company Representative

1738 West 20th St.

4010 East 26th Street

Street Address

Street Address

Erie, PA 16502

Los Angeles, CA 90058

City/State/Postal Code

City/State/Postal Code

+1 (202) 731-3937

n/a

Phone Number

Fax Number

Federal ID #: 95-460879

X Signature: Rebecca Vara

Print Name and Title: Rebecca Vara - VP, Environmental Sales

Date: 7-12-23

Type of Organization (Individual D/B/A, Partnership, Corporation): Corporation

Note: Proposal must bear the handwritten signature of a duly authorized member or employee of the organization making the proposal. The Town of Old Orchard Beach reserves the right to accept or reject any and all bids or to negotiate with particular bidders following Proposal opening.

## Tim Fleury

---

**From:** Tim Fleury  
**Sent:** Monday, July 17, 2023 11:06 AM  
**To:** 'Kemrey Kidd'; Kendria Street Miller  
**Cc:** Jordan Miles  
**Subject:** RE: RFP question

Thank you for the clarification.

I can use this email as a supporting document.

Tim

---

**From:** Kemrey Kidd <KKidd@Rehrig.com>  
**Sent:** Monday, July 17, 2023 11:03 AM  
**To:** Tim Fleury <TFleury@oobmaine.com>; Kendria Street Miller <KSMiller@rehrig.com>  
**Cc:** Jordan Miles <JMiles@oobmaine.com>  
**Subject:** RE: RFP question  
**Importance:** High

\*\*\*EXTERNAL\*\*\*

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

Oh my gosh – thank you for pointing that out, Tim. The letter was a clerical error.

The price sheet is correct at \$51.25 (65 gallon cart, branding, RFID, Freight, Delivery)

If you need a formal letter please let me know & we will provide.

Kemrey Kidd  
National Sales Manager  
Rehrig Pacific Company  
(202) 731-3937



**From:** Tim Fleury <TFleury@oobmaine.com>  
**Sent:** Monday, July 17, 2023 10:57 AM  
**To:** Kemrey Kidd <KKidd@Rehrig.com>  
**Cc:** Jordan Miles <JMiles@oobmaine.com>  
**Subject:** RFP question

Good morning Kemrey,

We started reviewing the RFP's this week and noticed a pricing discrepancy in Rehrig's submitted documents. The cover sheet states \$54.78 including carts, RFID, freight, and A&D while the pricing sheet states \$51.25 per cart. Is the \$51.25 only the price of the cart?

Thank you,

*Tim*

Tim Fleury  
Executive Assistant to the Town Manager  
Town of Old Orchard Beach  
1 Portland Ave  
Old Orchard Beach ME 04064  
P: (207) 937-5626  
F: (207) 937-0755  
Email: [tfleury@oobmaine.com](mailto:tfleury@oobmaine.com)  
Website: [www.oobmaine.com](http://www.oobmaine.com)



**Stay Connected:**



NOTICE: Under Maine's Freedom of Access ("Right to Know") Law, documents - including emails - in the possession of public officials about Town business are considered public records. This means if anyone asks to see it, we are required to provide it. There are very few exceptions. We welcome citizen comments and want to hear from our constituents, but please keep in mind that what you write in an email is not private and will be made available to any interested party.

**AGENDA ITEM #7940**

**Discussion with Action:** Approve the Council Order 2023-2 entitled “Order to Authorize Lease Purchase of Solid Waste and Recycling Carts in the Principal Amount of \$422,882.50.

Chair: Shawn O’Neill

July 18, 2023: **Order # 2023-1**

Agenda: To see what action the Council will take regarding Order # 2023-1, entitled, “Order to Authorize Lease Purchase of **Solid Waste Carts** in Principal Amount of **\$422,882.50.**”

Motion: I move that the Council approve Order # 2023-1, entitled, “Order to Authorize Lease Purchase of **Solid Waste Carts** in Principal Amount of **\$422,882.50,**” and that an attested copy of this Order be filed with the minutes of this meeting.

**ORDER TO AUTHORIZE LEASE PURCHASE OF SOLID WASTE CARTS IN  
PRINCIPAL AMOUNT OF \$422,882.50**

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

That the purchase of **plastic carts for automated collection of municipal solid waste and recyclables** (the “Equipment”) with a purchase price of **\$422,882.50** is approved;

That under and pursuant to the Charter of the Town of Old Orchard Beach (the “Town”), including Section 409.12 of said Charter, the Town Manager and Finance Director, acting singly, are authorized to accept the proposal of **Gorham Savings Bank** (the “Lessor”) to provide tax-exempt lease purchase financing for the Equipment in the principal amount of **\$422,882.50** to be paid in **ten (10)** annual installments with interest at a rate of **5.00%** per annum, and any prior such acceptance is ratified and confirmed;

That the Town Manager and Finance Director, acting singly, are authorized to execute and deliver a lease purchase agreement with Lessor or its nominee, in the name and on behalf of the Town for the Equipment, in principal amount not to exceed **\$422,882.50**, in such form and on such terms not inconsistent herewith as the Town Manager or Finance Director may approve (the “Lease”);

That neither the proceeds of the Lease nor the Equipment shall be used in any manner that would cause the Lease to be an “arbitrage bond” or a “private activity bond” within the meaning of Sections 148 and 141 of the Internal Revenue Code of 1986, as amended (the “Code”);

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

That the Town Manager and Finance Director, acting singly, are authorized to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Lease, and to take all other lawful actions necessary to ensure that the interest portion of the rental payments under and pursuant to the Lease will be excludable from the gross income of the owners thereof for purposes of

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

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

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

A true copy, attest:

\_\_\_\_\_  
Kim McLaughlin, Town Clerk





July 18, 2023

Town of Old Orchard Beach  
1 Portland Avenue  
Old Orchard Beach, Maine 04064  
ATTN: Diana H. Asanza-Treasurer

### **MUNICIPAL LEASE PURCHASE PROPOSAL**

**Lessee:** Town of Old Orchard Beach

**Equipment:** Automated collection services for solid waste

**Cost of equipment:** \$422,822.50

**Amount financed:** \$422,822.50

**Lease term:** 10 years                      12 years

**Interest rate:** 5.00% fixed              5.10% fixed

**No. of payments:** 10 annual              12 annual

**Payment schedule:** \$52,249.96              \$45,735.87

**Commencement date:** This lease shall commence on or about August 1, 2023.

**First payment due:** The first payment of principal and interest shall be due and payable August 15 2023.

**Purchase option:** One dollar (\$1.00) at end of lease term.

**Prepayment:** There are no prepayment penalties.

**Documentation Fees:** There are no documentation fees.

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

**Title (if required):** Lessee listed as owner and Lessor listed as lien holder.

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

**Confirmation:** The anticipated total borrowing for 2023 will not exceed Ten Million dollars (\$10,000,000.) making this lease **"Bank Qualified"**.

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

**Advances or deposits:** *If Lessor advances any deposits or pays any invoices prior to Delivery and Acceptance of the equipment by lessee, interest will accrue at the above rate and be due at closing.*

**Legal opinion:** **Leases greater than \$100,000.00 require an Opinion of Counsel.** *The opinion must include a statement that the lease represents a valid and binding obligation of the lessee and further that the lease is a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) (B) (ii) of the Internal Revenue Code of 1986, as amended.*

**Financial information:** *By awarding this lease transaction, lessee agrees to provide Gorham Leasing Group, with its most recent audited financial statements, current year budget, annual report, a copy of the meeting minutes or council order approving the transaction and any other supporting data including credit reports requested during the term of the lease.*

**Lessor's proposal:** *This lease proposal is subject to final credit review and not binding until accepted by lessor. Lessor may withdraw the proposal at any time if any adverse information relating to the lessee's affairs is discovered prior to any lease closing.*

**Lease Rates:** **This lease request will be closed within 30 days of the original proposal date or the rate will be subject to change based on the FHLBB amortizing advance rates at the time of closing.**

**Expiration of proposal:** *This lease proposal shall expire if not accepted by a qualified official by 5:00 p.m. on August 15, 2023.*

*Thank you for the opportunity to present this lease proposal to you. If you are in agreement with the terms of the proposal, please sign and return it with the proper credit information. If you have any questions, please contact me at 222-1498.*

Sincerely,



Frederick G. Proctor, Vice President  
Gorham Savings Leasing Group LLC

**AWARD ACKNOWLEDGMENT:**

***This proposal is accepted and this financing is awarded to Gorham Savings Leasing Group***

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name and Title**

Compounding Period: Annual

Nominal Annual Rate: 5.000%

**Cash Flow Data - Leases and Lease Payments**

	Event	Date	Amount	Number	Period	End Date
1	Lease	08/01/2023	422,822.50	1		
2	Lease Payment	08/15/2023	52,249.96	10	Annual	08/15/2032

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Lease Payment	Interest	Principal	Balance
Lease	08/01/2023				422,822.50
1	08/15/2023	52,249.96	810.89	51,439.07	371,383.43
<b>2023 Totals</b>		<b>52,249.96</b>	<b>810.89</b>	<b>51,439.07</b>	
2	08/15/2024	52,249.96	18,569.17	33,680.79	337,702.64
<b>2024 Totals</b>		<b>52,249.96</b>	<b>18,569.17</b>	<b>33,680.79</b>	
3	08/15/2025	52,249.96	16,885.13	35,364.83	302,337.81
<b>2025 Totals</b>		<b>52,249.96</b>	<b>16,885.13</b>	<b>35,364.83</b>	
4	08/15/2026	52,249.96	15,116.89	37,133.07	265,204.74
<b>2026 Totals</b>		<b>52,249.96</b>	<b>15,116.89</b>	<b>37,133.07</b>	
5	08/15/2027	52,249.96	13,260.24	38,989.72	226,215.02
<b>2027 Totals</b>		<b>52,249.96</b>	<b>13,260.24</b>	<b>38,989.72</b>	
6	08/15/2028	52,249.96	11,310.75	40,939.21	185,275.81
<b>2028 Totals</b>		<b>52,249.96</b>	<b>11,310.75</b>	<b>40,939.21</b>	
7	08/15/2029	52,249.96	9,263.79	42,986.17	142,289.64
<b>2029 Totals</b>		<b>52,249.96</b>	<b>9,263.79</b>	<b>42,986.17</b>	
8	08/15/2030	52,249.96	7,114.48	45,135.48	97,154.16
<b>2030 Totals</b>		<b>52,249.96</b>	<b>7,114.48</b>	<b>45,135.48</b>	
9	08/15/2031	52,249.96	4,857.71	47,392.25	49,761.91
<b>2031 Totals</b>		<b>52,249.96</b>	<b>4,857.71</b>	<b>47,392.25</b>	
10	08/15/2032	52,249.96	2,488.05	49,761.91	0.00
<b>2032 Totals</b>		<b>52,249.96</b>	<b>2,488.05</b>	<b>49,761.91</b>	
<b>Grand Totals</b>		<b>522,499.60</b>	<b>99,677.10</b>	<b>422,822.50</b>	

Last interest amount decreased by 0.05 due to rounding.

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>4.999%</b>	<b>\$99,677.10</b>	<b>\$422,822.50</b>	<b>\$522,499.60</b>

Compounding Period: Annual

Nominal Annual Rate: 5.100%

**Cash Flow Data - Leases and Lease Payments**

	Event	Date	Amount	Number	Period	End Date
1	Lease	08/01/2023	422,822.50	1		
2	Lease Payment	08/15/2023	45,735.87	12	Annual	08/15/2034

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Lease Payment	Interest	Principal	Balance
Lease	08/01/2023				422,822.50
1	08/15/2023	45,735.87	827.11	44,908.76	377,913.74
<b>2023 Totals</b>		<b>45,735.87</b>	<b>827.11</b>	<b>44,908.76</b>	
2	08/15/2024	45,735.87	19,273.60	26,462.27	351,451.47
<b>2024 Totals</b>		<b>45,735.87</b>	<b>19,273.60</b>	<b>26,462.27</b>	
3	08/15/2025	45,735.87	17,924.02	27,811.85	323,639.62
<b>2025 Totals</b>		<b>45,735.87</b>	<b>17,924.02</b>	<b>27,811.85</b>	
4	08/15/2026	45,735.87	16,505.62	29,230.25	294,409.37
<b>2026 Totals</b>		<b>45,735.87</b>	<b>16,505.62</b>	<b>29,230.25</b>	
5	08/15/2027	45,735.87	15,014.88	30,720.99	263,688.38
<b>2027 Totals</b>		<b>45,735.87</b>	<b>15,014.88</b>	<b>30,720.99</b>	
6	08/15/2028	45,735.87	13,448.11	32,287.76	231,400.62
<b>2028 Totals</b>		<b>45,735.87</b>	<b>13,448.11</b>	<b>32,287.76</b>	
7	08/15/2029	45,735.87	11,801.43	33,934.44	197,466.18
<b>2029 Totals</b>		<b>45,735.87</b>	<b>11,801.43</b>	<b>33,934.44</b>	
8	08/15/2030	45,735.87	10,070.78	35,665.09	161,801.09
<b>2030 Totals</b>		<b>45,735.87</b>	<b>10,070.78</b>	<b>35,665.09</b>	
9	08/15/2031	45,735.87	8,251.86	37,484.01	124,317.08
<b>2031 Totals</b>		<b>45,735.87</b>	<b>8,251.86</b>	<b>37,484.01</b>	
10	08/15/2032	45,735.87	6,340.17	39,395.70	84,921.38
<b>2032 Totals</b>		<b>45,735.87</b>	<b>6,340.17</b>	<b>39,395.70</b>	
11	08/15/2033	45,735.87	4,330.99	41,404.88	43,516.50

	Date	Lease Payment	Interest	Principal	Balance
<b>2033 Totals</b>		<b>45,735.87</b>	<b>4,330.99</b>	<b>41,404.88</b>	
	12 08/15/2034	45,735.87	2,219.37	43,516.50	0.00
<b>2034 Totals</b>		<b>45,735.87</b>	<b>2,219.37</b>	<b>43,516.50</b>	
<b>Grand Totals</b>		<b>548,830.44</b>	<b>126,007.94</b>	<b>422,822.50</b>	

Last interest amount increased by 0.03 due to rounding.

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>5.099%</b>	<b>\$126,007.94</b>	<b>\$422,822.50</b>	<b>\$548,830.44</b>

## **AGENDA ITEM #7941**

**Discussion with Action:** Authorize the Town Manager to enter into the Animal Shelter Agreement for Fiscal Year 2024 with the Animal Welfare Society for the purpose of providing shelter for stray and lost domesticated companion animals located within the Town of Old Orchard Beach, in the amount of \$13,069.92 from account #20131-50310 Service Contracts Expense with a balance of \$544,200.00.

Chair: Shawn O'Neill



## ANIMAL SHELTER AGREEMENT, OLD ORCHARD BEACH

This agreement (the "Agreement") is by and between the Animal Welfare Society, Inc., a non-profit corporation organized and existing under the laws of the State of Maine (herein-after "AWS"), Old Holland Road, West Kennebunk, Maine and the Town of Old Orchard Beach, Maine (hereafter "Municipality") (collectively, "Parties"). The terms of this Agreement shall take effect on July 1, 2023 and shall remain in effect through June 30, 2024.

WHEREAS, Municipality is required under the laws of the State of Maine to provide shelter at a State licensed animal control shelter (7 M.R.S. § 3949) for stray and lost domesticated companion animals (hereinafter "Animal" or "Animals"); and

WHEREAS, Municipality is required under the laws of the State of Maine to provide services relating to the humane disposition of said Animals in the event they are not claimed by their owners; and

WHEREAS, AWS operates an animal shelter as defined in 7 M.R.S. §3907, which is a suitable facility for the housing and/or disposition of said Animals (hereinafter, the "Shelter") but is not a suitable facility for the housing and/or disposition of any living, sentient creature that is not an Animal;

NOW THEREFORE, the Parties hereby agree as follows:

1. AWS will confine such Animals as may be delivered to it by an authorized agent of the Municipality for the legal impoundment period. At the end of this period, AWS will make such a disposition as it seems fit in accordance with 7 M.R.S. §§3912, 3913, *et. seq.* AWS may refuse delivery of any living, sentient creature that, in the sole and exclusive judgment of AWS, is not an Animal.
2. Delivery of said Animals shall be accepted from the Municipality's Animal Control Officer/Police from 7:30 a.m. to 4:30 p.m., Sunday through Saturday ("Regular Business Hours"). Police and/or Animal Control Officer will be issued a key to an after-hours holding room at the Shelter. Persons may deliver Animals found within the boundaries of the Municipality to the Shelter during Regular Business Hours. Animals delivered to AWS by Municipality's Animal Control Officer or Police after hours shall be placed by the person delivering the Animal in pens, kennels, or crates made available in the holding room by AWS for that purpose, to the extent such materials are available to AWS. It is the responsibility of the Police and/or Animal Control Officer delivering an Animal after hours to provide bedding, food, and water for said Animal as supplied by AWS, to the extent such materials are available to AWS. Where delivery of one or more Animals by the Municipality's Animal Control Officer or Police renders the Shelter unable to humanely confine such Animals in the holding room, the delivering Animal Control Officer or



Police shall communicate with designated AWS personnel prior to delivery to verify AWS's ability to confine such Animals. AWS alone retains sole discretion to refuse delivery of one or more Animals where such delivery renders AWS unable to provide appropriate housing and/or disposition of delivered Animals.

3. Police and Animal Control Officers shall take a stray or lost Animal to its owner, if known, or, if the owner is unknown, to the Shelter. Municipality agrees that all Animals apprehended and seized within the boundaries of the Municipality and delivered to the Shelter shall be under the exclusive control and custody of AWS. Moreover, Municipality agrees that AWS shall have the undisputed right, consistent with the laws of the State of Maine, to humanely dispose of any Animal given into its custody in accordance with State laws and the policies and procedures of AWS.

4. AWS will not accept delivery of any injured Animal that has not received proper veterinary care. Municipality agrees that it shall obtain appropriate veterinary care for injured Animals prior to delivery to AWS. In the event that Municipality delivers an injured Animal to the Shelter without first obtaining appropriate veterinary care, AWS, in its sole discretion, may elect either to refuse acceptance of such Animal or to accept delivery of such Animal and procure the veterinary care it deems necessary and appropriate. Municipality agrees to reimburse AWS for the costs of emergency and required veterinary care within ten (10) days from the receipt of an invoice. At no time will the Municipality deliver any injured Animal to the Shelter during hours other than Regular Business Hours unless Municipality has made prior arrangements with AWS.

5. The Municipality agrees to and shall indemnify and hold harmless AWS for any claims arising out of actions and/or inactions of the Municipality's Police Officers and Animal Control Officers in the capturing, detaining, processing, documenting and delivery of any Animal under this Agreement, and for any violation by the Municipality's Animal Control Officer or Police Officers of the provisions of this Agreement, and of applicable laws or regulations.

6. AWS shall assist Municipality's residents in allowing owned Animals to be claimed during Regular Business Hours. AWS will request proof of payment prior to releasing an Animal to its owner and may collect impoundment fees on behalf of the Municipality. AWS reserves the right to release an Animal without payment or proof of payment of impoundment fees. Impoundment fees collected by AWS on the Municipality's behalf will be forwarded to the Municipality monthly, along with a report of activity. An invoice for contract fee for service will be provided to the Municipality quarterly.

7. AWS may provide rabies quarantine on a space-available basis for a period of at least ten (10) days to stray dogs and cats found within the Municipality, which have bitten residents of the Municipality ("Rabies Quarantine"). Provision for rabies testing, and the costs therein, are the sole responsibility of the Municipality and/or its residents. AWS is not obligated to quarantine privately-owned Animals.

8. Municipality shall be fully responsible for carrying out all enforcement activities required under the laws of the State of Maine and the ordinances of the Municipality, as may be amended. AWS shall not be required to apprehend or seize any Animal found roaming at large.
9. AWS shall make all reasonable efforts to promote Trap, Neuter, Return ("TNR") for feral cats, and return such feral cats that are spayed/neutered, vaccinated, ear tipped and/or micro-chipped to the originating location when possible, and promote caregiver volunteerism and guardianship. The Municipality shall work with AWS and the community to permit and encourage TNR as the preferred method of dealing with feral cats.
10. AWS shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed Animals and the suitability of homes offered and shall have the sole and exclusive right to accept or reject such applicants' claims to previously unclaimed Animals.
11. Municipality agrees that it shall notify AWS, in writing, of the identities of all of its duly authorized Animal Control Officers. Municipality agrees that it will provide each Animal Control Officer with a copy of the animal control laws of the State of Maine contained in the booklet published by the Maine Animal Welfare Board, the sections of the Municipality's codes or ordinances which are pertinent to the performance of their duties, and the terms of this Agreement. Animal Control Officers must also be certified as required by 7 M.R.S. § 3947.
12. AWS, its officers, employees, agents, and volunteers shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of Municipality. Municipality, its employees, agents and representatives shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of AWS. Nothing in this Agreement shall be deemed by either Party or by any third party as creating a joint venture or partnership between AWS and Municipality.
13. AWS agrees to comply with applicable federal and state laws and regulations in the performance of this Agreement.
14. This Agreement shall not be assigned by either Party, without the prior written approval of the other Party.
15. AWS offers to provide the following services to Municipality at no additional cost to Municipality:
  - a. Disposal Services: AWS will accept for disposal stray or lost cats or dogs, dead on arrival, from Animal Control Officers, or duly authorized Police.
  - b. Telephone Services: To avoid confusion, AWS will take all telephone inquiries regarding reclaiming an Animal and adopting an Animal. Under special circumstances involving suspected abuse or neglect, the

Animal Control/Police Officer(s) may request that they be contacted prior to an Animal being reclaimed by its owner.

- c. Lost and Found Pet Services: AWS staff will take lost and found reports to facilitate the return of pets to their owners.
- d. Education Services: AWS staff and volunteers will be available for conducting education programs upon request to any interested community group or organization, including schools, grades Kindergarten through 12.

16. For services provided by AWS to Municipality under this Agreement or under applicable law, the Municipality agrees to pay AWS the total sum of \$13,069.92, which is based on \$1.46 per capita/per year, of the Municipality's population as listed here: <https://www.maine-demographics.com/livington-demographics>, payable in advance quarterly payments.

Fee Calculation: 8,952 population x \$1.46 per capita = \$13,069.92

17. This Agreement represents the entire agreement between the Parties and no oral or prior written matter shall have any force or effect. No amendment shall be effective without prior express written approval signed by both Parties. Neither Party shall be bound by any conditions not expressly stated in this Agreement.

18. This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the Parties hereto.

19. If any provisions of this Agreement shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the Agreement and the remaining provisions of the Agreement shall be construed as if not containing such provision and, thereafter, the rights and obligation of the parties shall be construed and enforced under the remaining provisions of the Agreement.

20. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.

21. The fees noted in Paragraph 16, above, shall cover all boarding for Animals delivered to AWS and held other than those pending court proceedings. In the case of seizures due to cruelty and/or neglect, costs and fees for animal care are the Municipality's responsibility. AWS fee schedules are available upon request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, in duplicate counterparts, as of the date first above written.

TOWN OF OLD ORCHARD BEACH, MAINE

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

THE ANIMAL WELFARE SOCIETY, INC.

By: Abigail Smith Witness: Theresa Olsen

Printed name: Abigail Smith Printed Name: Theresa Olsen

Its: Executive Director

Quarterly Payment Schedule:

1st Payment due date:	July 1, 2023	Amount:	\$3,267.48
2nd Payment due date:	October 1, 2023	Amount:	\$3,267.48
3rd Payment due date:	January 1, 2024	Amount:	\$3,267.48
4th Payment due date:	April 1, 2024	Amount:	\$3,267.48

**Total**      **\$ 13,069.92**

Date Contract Mailed to Municipality: \_\_\_\_\_

Date Contract Received back by AWS: \_\_\_\_\_

## **AGENDA ITEM #7942**

**Discussion with Action:** Approve the quote from Precision Equipment Coatings to paint the John Deere 624k loader for an amount not to exceed \$18,000.00 from account 50002-50551 CIP Public Works Operating Equipment Capital with a balance of \$100,153.09.

Chair: Shawn O'Neill

This was approved as part of the FY 24 CIP budget to prolong the life of the John Deere Loader utilized by the Public Works Department.

~~PW Reference #10~~

~~JD 624K Paint~~

Precision Collision  
92 Emery Corner Rd.  
Limerick, ME 04048  
June 23, 2021

Old Orchard Public Works

Attention fleet maintenance supervisor,

Thank you for allowing Precision Equipment Coatings the opportunity to discuss with you your equipment refinishing and protection needs. We are confident that you will be very satisfied with the services we offer, and the quality of our work.

Precision Equipment Coatings strives to provide quality work, to give your equipment the durable premium finish, it deserves. We take pride in our work, and want only the best for our customer, we concentrate on the quality of work that is overlooked at many other shops. You will notice a difference in the quality paint we use, to ensure your equipment has the long lasting corrosion protection it needs to withstand the workday abuse it takes.

Enclosed is a customized proposal for services on your equipment. Our repair and refinishing rate is based off of the equipment that was shown to us September 23, 2022. This quote is for a Front end loader JD624K If you have any questions, please feel free to contact us. We can be reached at 207-793-8200, or by email [precisioncollision207@gmail.com](mailto:precisioncollision207@gmail.com).

Again, thank you for your time and we look forward to making our local town equipment last longer and present an image it deserves.

Sincerely,  
Matthew Baron and Patrick Rosa  
Precision Equipment Coatings

**JD 624K \$17000.-18000.** This will include stripping, repairing all corrosion rot on the cab. Spots will be blasted to ensure corrosion is gone and epoxied. The final finish will be painted by a certified PPG technician. Loader will be recoated with epoxy and high gloss polyurethane and new decals applied.

PRICE SUBJECT TO CHANGE UPON UNFORESEEN REPAIRS NEEDED, HOWEVER THE CUSTOMER WILL BE CONTACTED BEFORE REPAIRS ARE DONE. THE WORK WE COMPLETE WILL MEET OR EXCEED INDUSTRY STANDARDS, BUT RUST REPAIR IS NOT UNDER WARRANTY. DEPOSIT OF HALF IS DUE AT THE TIME OF DROP OFF.

### **AGENDA ITEM #7943**

**Discussion with Action:** Approve a budget carry from the FY 23 Operating Budget, account number 20151-50300 Public Works Engineering Fees in the amount of \$7,573 with a balance of \$54,809.14 to the FY 24 Operating Budget account number 20151-50300 Public Works Engineering Fees for MS4 Engineering Services.

Chair: Shawn O'Neill

The balance of the funds would primarily be used to complete dry weather outfall inspections and sampling that were scheduled for FY 23, but we were unable to complete because of the rain.

Chair: Shawn O'Neill

### **AGENDA ITEM #7944**

**Discussion with Action:** Approve a budget carry forward from the FY 23 Operating Budget, account number 20131-50519 Police Department K-9 Program in the amount of \$15,000 with a balance of \$15,000 to the FY 24 Operating Budget, account number 20131-50519 Police Department K-9 program to fund the K-9 program in the FY 2024 Budget.

The Police Department was unable to acquire a dog for their K-9 program before June 30th, because of new personnel, and being short staffed, therefore instead of budgeting this item again in FY 24, the Department requesting to carry forward the appropriation approved in FY 23 to FY 24.

## AGENDA ITEM #7945

**Discussion with Action:** Accept the quote from Douglas Sports Equipment in the amount of \$15,393.00, for 6 Premier PPS-22SQ Portable Pickleball Systems from account 51002-50902 CIP Admin Rec-Loranger Tennis/Pickleball Court with a balance of \$67,018.00.

Chair: Shawn O'Neill

This was approved as part of the FY 24 Capital Budget for the Recreation Department.





# Sales Quotation

Page 1 of 1

3441 S. 11th Ave.  
 PO Box 407  
 Eldridge, IA 52748  
 USA

Sales Quote No.: 57325  
 Sales Quote Date: 07/12/2023  
 Customer No.: C113802  
 Customer PO: PPS-22

BILL TO
Town of Old Orchard 1 Portland Ave Old Orchard Beach, ME 04064 US

SHIP TO
Town of Old Orchard 7 Ballpark Way Old Orchard Beach, ME 04064 US  Attn: Jason Webber

Thank you for your order. If you need further assistance please contact:

Representative: Xavior Jones  
 Phone: 1-800-553-8907  
 Fax: 1-800-443-8907  
 E-mail: cservice@douglas-sports.com

Cust Contact: Jason Webber  
 Cust Phone: 207) 934-0860  
 Cust Fax:  
 Cust E-mail: jwebber@oobmaine.com

Valid Through: 08/12/2023  
 Ship Via:  
 FOB.: Factory  
 Terms: Credit Card

Please remit payment to:  
 P.O. Box 407  
 Eldridge, IA 52748

Item Code	Description	Quantity	UOM	Unit Price	Total
63122	Premier™ PPS-22SQ Portable Pickleball System, 3' x 22'	6.00	SET	\$2,399.00	\$14,394.00

Remarks

Subtotal	14,394.00
Shipping	999.00
<b>Total Order Value</b>	<b>15,393.00</b>

**AGENDA ITEM #7946**

**Discussion with Action:** Approve the purchase of ten Franklin 4-Station Voting Booths from Inclusion-Solutions, in the amount of \$10,206.96 from account number 20107-50501, Operating Supplies for Elections with a balance of \$15,000.00.

Chair: Shawn O'Neill

This was approved as part of the FY 24 Town Clerk's Operating Budget.



**inclusion=solutions**

Inclusion Solutions  
2000 Greenleaf St.  
Suite 3 Evanston, IL 60202  
www.inclusionsolutions.com  
Email contact@inclusionsolutions.com  
Tel 847-869-2500  
Fax 847-869-2515

# Sales Quote

Quote #	SQ-011014
Date	7/1/2023

Billing Address **Old Orchard Beach ME, Town of**  
1 Portland Avenue  
Old Orchard Beach, ME  
04064

Shipping  
Address

**Old Orchard Beach ME, Town of**  
1 Portland Avenue  
Old Orchard Beach, ME  
04060

Contact Phone Kim McLaughlin, Town Clerk  
207-934-4042

Email Fax# kmclaughlin@oobmaine.com  
207-934-7967

Sales Rep	
Hollister Bundy	

SKU	Description	Quantity	Unit Price	Sub-Total
4SFRKLN	Franklin® 4-Station Voting Booth	10	\$969.00	\$9,690.00

Sub-Total	\$9,690.00
Shipping	\$516.96
<b>Total</b>	<b>\$10,206.96</b>

To approve quote, sign and fax back to 847-869-2515 or sign, scan document, and email to sales@inclusionsolutions.com

Quote Approved by: \_\_\_\_\_ (Sign Here)

\*By signing this quote, I authorize Inclusion Solutions to ship the product listed herein and acknowledge that I have followed all state, county, or local purchasing requirements

In this global economy, pricing and shipping costs change rapidly. Prices good for 30 days from Quote Date. Updated pricing available online at www.inclusionsolutions.com or call 847-869-2500.

## **AGENDA ITEM #7947**

**Discussion with Action:** To approve the proposal from Wright Pierce for the New Salt Road reconstruction, to include design, and construction administration and oversight, in the amount of \$58,300.00 from account number 50002-50506 CIP Road Maintenance and Improvement with a balance of \$1,025,414.31. This proposal is part of the Town's claim for disaster reimbursement through the FEMA Disaster Assistance from the December 23, 2022, storm event.

Chair: Shawn O'Neill

July 12, 2023  
WP Project No. MCVME

Ms. Diana Asanza, Town Manager  
Town of Old Orchard Beach  
One Portland Ave.  
Old Orchard Beach, Maine 04064

SUBJECT: Proposal for Design and Engineering Services  
New Salt Road Reconstruction

Dear Diana,

On December 23, 2022, New Salt Road was severely damaged during a powerful wind and rainstorm which was paired with an astronomical high tide event, making the road impassable. Since then, we understand the Town of Old Orchard Beach has been working with FEMA on reconstruction of the roadway and structures damaged during the storm. During our recent project discussion on June 27, 2023, we discussed that FEMA will be funding the construction and engineering of the roadway reconstruction due to the storm event in December. We also understand the Town would like to armor the embankments both upstream and downstream of the culvert crossing, to be more resilient to future storm events and astronomical high tide events.

In recent correspondence with Army Corps and Maine DEP, we discussed that work below the mean high water (MHW) line and/or outside of the existing footprint of the crossing, would require a permit from both regulatory agencies, which would prolong the construction schedule. For the purposes of this proposal, we have assumed work will only include reconstruction of the roadway within the existing footprint of the road and armoring upstream and downstream of the crossing with additional riprap. We have assumed that the culverts and tide gates will remain in place and will not be addressed as part of this project.

Based on our discussion and our understanding of your needs, Wright-Pierce has prepared the following scope of services to provide engineering, construction administration, and construction oversight for the replacement of the damaged roadway on New Salt Road.

#### SCOPE OF SERVICES

##### Task 1 – Existing Conditions Survey

1. Wright-Pierce will conduct a survey utilizing an unmanned aerial system (UAS) to develop existing site conditions and topographical survey plan. For the purposes of this proposal, it is assumed a two (2)

person survey crew will be on site for one day of surveying (16 hours total) and two days of post-processing in the office. Underground utilities within the project area will also be located. The right-of-way will be established based on the Town of Old Orchard Beach GIS and available tax map information. Boundary survey is not anticipated.

## Task 2 – Design Phase Services

1. Coordinate the layout of the roadway once the survey is completed and prepare preliminary (50%) design plans including the following sheets:
  - a. Cover Sheet
  - b. General Notes Sheet
  - c. Existing Conditions and Demolition Sheet
  - d. Proposed Conditions Plan and Profile Sheet
  - e. (1) Cross Section Sheet
  - f. (1) Detail Sheet
  - g. Erosion and Sedimentation Control Sheet
2. Provide a preliminary plan set for the Town and conduct a meeting to review preliminary design drawings and details. For this proposal, we have assumed one (1) in-person meeting with Town Staff.
3. Utilizing the preliminary design plans, as well as previous consultation with MaineDEP and US Army Corps of Engineers staff, we will prepare and submit permitting documents to both Army Corps and Maine DEP. This is anticipated to include an individual permit through the MaineDEP Natural Resources Protection Act (NRPA), as well as a self-verification permit through Army Corps.
4. Upon receipt of comments from the Town, Wright-Pierce will refine and prepare final design documents acceptable for bidding.

## Task 3 – Bidding Phase Services

1. Wright-Pierce will support the Town during advertising and procuring of bids for construction. Bidding services will include:
  - a. Advertising for bids
  - b. Distribution of drawings and specifications
  - c. Maintaining a list of prospective bidders
  - d. Responding to bidder questions
  - e. Preparation and attendance at a pre-bid conference
  - f. Preparing and issuing addenda
  - g. Attending the bid opening
  - h. Tabulating and evaluating bids
  - i. Review the qualifications of the apparent low bidder(s) and prepare a letter of recommendation regarding award of the contract.

#### Task 4 – Construction Administration

1. Wright-Pierce will provide construction administration and coordination services through the duration of the project, which is assumed to be a total of three (3) weeks. This work includes:
  - a. Prepare one set of construction contract documents for signing.
  - b. Prepare for and attend one pre-construction conference. This includes preparation of the agenda and distribution of meeting minutes.
  - c. Review shop drawings and other contractor submittals for compliance with construction contract documents.
  - d. Review contractor's payment request and estimate amounts to be paid by the Town. This proposal assumes review of one (1) payment requests during construction and an additional review of one (1) payment request for retainage for a total of two (2) payment requests.
  - e. Negotiate changes in the scope of work, price and/or completion time and prepare change orders which become necessary due to factors discovered during the progress of the work resulting from interpretations and clarifications of the contract documents. This proposal assumes one (1) change order or work change directive.
  - f. Issue instructions and other communications from and on behalf of the Town to the contractor.
  - g. Monitor work progress for conformance with establish schedules and budget.
  - h. Conduct a substantial completion walkthrough and generate a punch list of uncompleted or unacceptable work for each phase of construction.
  - i. Conduct a final completion walkthrough to review punch list items identified during substantial completion task above.
  - j. Prepare certificate of substantial and final completion.

#### Task 5 – Construction Oversight

1. Resident Project Representative (RPR): Wright-Pierce will provide full-time construction representation during the construction phase of the project. It is assumed the RPR will be needed 50 hours per week for an assumed construction duration of three (3) weeks. The work will be covered by an RPR who will act as a representative to the Engineer and Town. The RPR shall generally observe construction operations and act as directed by the Engineer particularly related to the following:
  - a. On-site interpretation of contract documents.
  - b. Review of work status and coordination with contractor and the Town.
  - c. Daily reports and quantities.
  - d. Assistance with processing contractor payment requests

PROPOSED FEE and SCHEDULE

Based on the above, we have prepared the following recommended budget to complete the scope of services.

Task	Budget
Task 1 – Survey and Utility Coordination	\$5,000
Task 2 - Preliminary Design, Permitting, and Final Design	\$21,000
Task 3 - Bidding Phase Services	\$4,500
Task 4 – Construction Administration Services	\$8,500
Task 5 – Full-Time Construction Oversight	\$19,300
<b>Total Budget for Design, Engineering, &amp; Oversight</b>	<b>\$58,300</b>

The above budget includes our labor and reimbursable expenses. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on our standard hourly billing rates, plus non-labor expenses, which will be billed at straight cost. Any additional services performed at the Client's request and authorization will be billed on a time and materials basis on our standard labor rates, plus any applicable reimbursable expenses. Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A – copy attached).

Wright-Pierce is available to begin coordination immediately upon approval by the Town. The first step will be to schedule survey work to gather existing conditions data. Wright-Pierce will complete survey work within 2-3 weeks from notice to proceed. Preliminary design will be completed within 6-8 weeks from notice to proceed with final design being completed within 10-12 weeks from notice to proceed.

If this proposal is acceptable, please have an authorized agent sign below and return a copy for our files. We appreciate this opportunity to be of service to you and look forward to this opportunity to work with you on this project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-798-3744.

Sincerely,  
WRIGHT-PIERCE



Jaime C. Wallace, PE  
Lead Project Engineer  
[jaime.wallace@wright-pierce.com](mailto:jaime.wallace@wright-pierce.com)



Seen and agreed to by:

Town of Old Orchard Beach

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Wright-Pierce

By:  \_\_\_\_\_

Ryan T. Wingard, PE

Vice President

July 12, 2023

**EXHIBIT A**  
**SCHEDULE OF TERMS AND CONDITIONS**  
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  - 19.2. By ENGINEER
  - 19.3. For convenience
  - 19.4. ENGINEER's Compensation
- 20.0 Force Majeure**
- 21.0 Equal Employment Opportunity**

## EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS

### 1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

### 3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or

represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

### 4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

### 5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not

guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

## **6.0 Allocation of Risks**

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site, unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to

the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

## **7.0 Insurance**

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on

ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

#### 7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

#### 7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

### 8.0 Subsurface Conditions

#### 8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

#### 8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

### 9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

### 10.0 Compensation

#### 10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

#### 10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

#### 10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

#### 10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

#### 10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

### 11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

## **12.0 Financial Advisor**

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

## **13.0 Dispute Resolution**

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

## **14.0 Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

## **15.0 Precedence**

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

## **16.0 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## **17.0 Successors and Assigns**

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

## **18.0 Survival**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

## **19.0 Termination**

The obligation to provide further services under this Agreement may be terminated:

### **19.1 For cause**

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

### **19.2 By ENGINEER**

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

### **19.3 For convenience**

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

### **19.4 ENGINEER's Compensation**

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

## **20.0 Force Majeure**

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

## **21.0 Equal Employment Opportunity**

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.

## **AGENDA ITEM #7948**

**Discussion with Action:** To approve the proposal from Wright Pierce for the New Salt Road Tide Gate Structural Assessment, to include inspection of the tide gates and culverts including appurtenant structures, in the amount of \$6,600.00 from account number 20151-50300 Public Works Professional Engineering Services with a balance of \$168,000.00. This proposal is part of the Town's claim for disaster reimbursement through the FEMA Disaster Assistance from the December 23, 2022, storm event.

Chair: Shawn O'Neill

May 30, 2023

Ms. Diana Asanza, Town Manager  
Town of Old Orchard Beach  
1 Portland Ave.  
Old Orchard Beach, ME 04064

SUBJECT: Proposal for Design and Engineering Services  
New Salt Road Tide Gate Structural Assessment

Dear Diana,

On December 23, 2022, New Salt Road was severely damaged during a powerful wind and rainstorm which was paired with an astronomical high tide event, making the road impassable. We understand that the Town of Old Orchard Beach is currently working with FEMA on reconstruction of the roadway and structures damaged during the storm. Along with discussions based on the need to reconstruct New Salt Road, it is also our understanding that the Town would like a structural assessment performed on the tide gates and culverts located at the damaged crossing.

The tide gates were designed to replace the existing tide gates and culverts in 1996. Design and construction of pressure transducers and associated electrical connections to the Wastewater Treatment Plant were completed in 2012. In recent conversations at previous site visits, we understand that the electrical and communications components of the structure are functioning as intended. As such, we have assumed that the Town will operate the tide gate while onsite and we've assumed that Town personnel will be onsite with us while conducting the inspection, to confirm that the gates are operating as intended.

Wright-Pierce developed a Tide Gate Operation Protocol for the Town in December 2010 and revised in August 2012. The objective of the protocol was to provide for an increased level of flood protection for the flood prone West Grand Avenue area in anticipation of significant rain events as well as maintain a high level of salinity in the saltwater marshes during periods of dry weather. During our site visit, we will review this protocol with Town staff to confirm that the protocol is still in use.

Based on our discussion and our understanding of your needs, Wright-Pierce has prepared the following scope of services to provide inspection and general recommendations for the structural condition of the tide gates and culverts on New Salt Road.



5/30/2023

Ms. Diana Asanza, Town Manager

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## SCOPE OF SERVICES

### Task 1 – Site Visit and Inspection Report

1. Wright-Pierce will conduct a visual inspection, during low tide, of the tide gates and culverts including all appurtenant structures such as underground duct bank, concrete slabs, and concrete headwalls. The inspection will include documentation of the condition of the tide gates, culverts, and appurtenant structures along with representative photographs of findings and observations. It is anticipated that this inspection will be with two engineers for a total of eight (8) hours. This proposal does not include inspection of electrical components. Inspection of electrical components can be provided for additional scope and fee.
2. Wright-Pierce will review the tide gate operation protocol with Town staff and make minor modifications to the protocol as necessary.
3. Wright-Pierce will review existing plans for the tide gates and underground concrete duct bank at the inspection to review any potential damage to the system during recent storm events. Wright-Pierce will prepare a memorandum discussing our findings along with general recommendations for repair or replacement.

## PROPOSED FEE AND SCHEDULE

For the scope of services above, a lump sum fee of **\$6,600**. This fee includes our time and all reimbursable expenses. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on our standard hourly billing rates, plus non-labor expenses which will be billed at straight cost. Any additional services performed at the Client's request and authorization will be billed on a time and materials basis on our standard labor rates, plus any applicable reimbursable expenses. Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A – copy attached).

We anticipate being able to complete this work within 6 weeks of authorization to proceed. The first step will be to schedule a site visit to review conditions which we anticipate completing within 3-4 weeks of authorization to proceed.

If this proposal is acceptable, please sign below and return a copy for our files. We appreciate this opportunity to be of service to you and look forward to this opportunity to work with you on this project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-798-3744.

Sincerely,  
WRIGHT-PIERCE



Jaime C. Wallace, PE  
Lead Project Engineer

[jaime.wallace@wright-pierce.com](mailto:jaime.wallace@wright-pierce.com)

5/30/2023

Ms. Diana Asanza, Town Manager

Page 3 of 3

Seen and agreed to by:

Town of Old Orchard Beach


By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Wright-Pierce

By:  \_\_\_\_\_

Ryan T. Wingard, PE

Vice President

May 29, 2023

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### 3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or

represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

### 4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

### 5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not

guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

## **6.0 Allocation of Risks**

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site, unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to

the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

## **7.0 Insurance**

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on

ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

#### 7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

#### 7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

### 8.0 Subsurface Conditions

#### 8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

#### 8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

### 9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

### 10.0 Compensation

#### 10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

#### 10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

#### 10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

#### 10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

#### 10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

### 11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

## **12.0 Financial Advisor**

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

## **13.0 Dispute Resolution**

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

## **14.0 Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

## **15.0 Precedence**

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

## **16.0 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## **17.0 Successors and Assigns**

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

## **18.0 Survival**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

## **19.0 Termination**

The obligation to provide further services under this Agreement may be terminated:

### **19.1 For cause**

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

### **19.2 By ENGINEER**

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

### **19.3 For convenience**

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

### **19.4 ENGINEER's Compensation**

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

## **20.0 Force Majeure**

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

## **21.0 Equal Employment Opportunity**

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.

**AGENDA ITEM #7949**

**Discussion with Action:** Renew the liquor license for Big Daddy's Bar and Grill, Guy Loranger, Big Daddy's Bar & Grill, Inc., (307-3-4) 13 Old Orchard Street, m-s-v in a Class A Restaurant.

Chair: Shawn O'Neill



## AGENDA ITEM #7950

**Discussion with Action:** Accept Federal Grant funds in the amount of \$5,000.00 from the Juvenile Justice Assistance Program administered by the State of Maine Department of Corrections.

Chair: Shawn O'Neill

The funds will be allocated to assist in financing the current Old Orchard Beach Juvenile Community Resolution Board which focuses on restorative justice for juveniles involved in criminal activity.

The current JCRB (Juvenile Community Resolution Board) is fully financed by the town of Old Orchard Beach and administered by the Old Orchard Beach Police Department.

The available grant funding will offset the towns current costs of payment to a restorative facilitator along with other costs associated with the JCRB Program.

This program has been in place for several years and has been found to be highly successful with restorative justice involving juveniles within the Old Orchard Beach Community.

There is no cost to the Town of Old Orchard Beach and no match funding required for the acceptance of the allocated funds.

## **AGENDA ITEM #7951**

**Discussion with Action:** Move the Special Event Permit for the Salvation Army Family Fun Night, closing the section of Church Street adjacent to their property, from August 2<sup>nd</sup> to July 31<sup>st</sup>, 2023, the same times of 3 p.m. to 9 p.m. This permit was approved August 3<sup>rd</sup>, 2021.

Chair: Shawn O'Neill

**AGENDA ITEM #7952**

**Discussion with Action:** Approve the Special Event Permit application for the Old Orchard Beach Recreation Department to hold Community Concerts in Memorial Park, the following Thursdays, July 20<sup>th</sup>, 2023, July 27<sup>th</sup>, 2023, August 3<sup>rd</sup>, 2023 and August 10<sup>th</sup>, 2023, rain date August 17<sup>th</sup>, 2023.

Chair: Shawn O'Neill

## APPLICATION INFORMATION

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

1. Name of applicant Jason Webber

Address of applicant 7 Ball Park Way Old Orchard Beach ME 04064  
City State Zip

Phone number of applicant ( ) 207-423-2044 Fax ( ) \_\_\_\_\_

Cell phone ( ) 207-423-2044 E-mail jwebber@oobmaine.com

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

Old Orchard Beach Recreation

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

Type of Event:

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

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

Free Community concerts at the Veterans Memorial Park gazebo.

Will you be using tents? \_\_\_\_\_ YES x NO

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

Will you be using staging? \_\_\_\_\_ YES x NO

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

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

Other: \_\_\_\_\_

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

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

Name Stephanie Moutsasos Work Phone ( ) 207-590-9223

Address 7 ballpark way Old Orchard Beach, ME 04064  
City State Zip

Cell phone ( ) 208-590-9223 Fax ( ) \_\_\_\_\_

E-mail smoutsasos@rsu23.org

4. SET-UP Date for Event \_\_\_\_\_ Day of Week Tuesday from 5pm to 6:30pm

Date of Event July 20, 27 Day of Week \_\_\_\_\_ from 6:30pm to 8:00pm

Date of Event Aug. 3, 10 Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

TAKE-DOWN date \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

RAIN DATE(s) Aug 17 Times \_\_\_\_\_  
(if rain date listed, insurance must list rain date)

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

6. The estimated number of participants in the event

\_\_\_\_\_ 0-150; x 150-500; \_\_\_\_\_ 500-1000; \_\_\_\_\_ 1,000+

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

N/A

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

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

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

Description of merchandise \_\_\_\_\_

10. Is the event a Charitable event? x YES \_\_\_\_\_ NO

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

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

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

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

Town of OOB, Friends of the Ballpark

12. List any Event Sponsors:

Town of OOB

Will admission be charged for the event? \_\_\_\_\_ YES x NO

Will participants be charged for parking? \_\_\_\_\_ YES x NO

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

YES (if yes, please list dates): \_\_\_\_\_

NO

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

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

\_\_\_\_\_

We have been in contact with the OOB Police and Fire

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

Times: N/A How many? \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

N/A

\_\_\_\_\_

\_\_\_\_\_

Will audible devices be used at this event?  YES  NO

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

Speaker for the bands

Where will the event attendees/participants park? public Park lots available

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

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

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

If yes, give details:

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

There is plenty of trash can in memorial park

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

If yes, number needed and location

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

YES  NO If yes, please describe:



Is any other public works assistance needed? NO

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

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

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

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

n/A

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

Will the alcohol be: \_\_\_\_\_ Sold; \_\_\_\_\_ Given away; \_\_\_\_\_ Both

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

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

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

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

What time/date will the fireworks display occur? \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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## SPECIAL EVENT PERMIT AGREEMENT

I, Jason Webber on behalf of OOBRE  
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

## **AGENDA ITEM #7953**

**Discussion with Action:** Approve the Special Event Permit application for the Old Orchard Beach Recreation Department to hold Round Robin Basketball Games at the Memorial Park Basketball Courts on Saturday, July 22<sup>nd</sup>, 2023, from 8 a.m. to 7 p.m., including set-up and takedown. Rain date July 23<sup>rd</sup>, 2023, same times.

Chair: Shawn O'Neill

## APPLICATION INFORMATION

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

1. Name of applicant Jason Webber

Address of applicant 1 Portland Ave OOB ME 04064  
City State Zip

Phone number of applicant ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Cell phone ( ) 207-423-2044 E-mail jwebber@oobmaine.com

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

OOB Recreation, RUS 23

Website address (if an Organization, Firm or Corporation) \_\_\_\_\_

Type of Event:

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

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

This is the round robin basketball games that is sponsored by OOB Recreation department.

Teams from all over the state come to this event.

Will you be using tents?  YES  NO

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

This are two pop up tent held down by sand bag, No stakes

Will you be using staging? \_\_\_\_\_ YES  NO

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

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

Other: \_\_\_\_\_

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

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

Name \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_  
City State Zip

Cell phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

4. SET-UP Date for Event July 22, 2023 Day of Week Sat from 8am to 9am

Date of Event July 22, 2023 Day of Week Sat from 9:00am to 6:00pm

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

TAKE-DOWN date July 22, 2023 Day of Week Sat from 6:00pm to 7:00pm

RAIN DATE(s) July 23, 2023 Times Same time as above  
(if rain date listed, insurance must list rain date)

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

6. The estimated number of participants in the event

\_\_\_\_\_ 0-150;  150-500; \_\_\_\_\_ 500-1000; \_\_\_\_\_ 1,000+

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

N/A

8. Will the sale of food and/or beverages occur at the event? No If yes, describe the commodities to be sold.

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

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

Description of merchandise \_\_\_\_\_

10. Is the event a Charitable event? X YES \_\_\_\_\_ NO

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

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

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

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

OOB Recreation / OOB Lady Gulls basketball team

12. List any Event Sponsors:

\_\_\_\_\_  
\_\_\_\_\_

Will admission be charged for the event? \_\_\_\_\_ YES X NO

Will participants be charged for parking? \_\_\_\_\_ YES X NO



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

YES (if yes, please list dates): 9

NO

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

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

We will have a trainer on site

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

Times: \_\_\_\_\_ How many? \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

N/A

Will audible devices be used at this event?  YES  NO

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

Small speaker for announcements

Where will the event attendees/participants park? Local parking lots

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

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

We will be parking cars at the Loranger school and transporting them down with our Recreation Bus

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

If yes, give details:

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

We will be using the trash can around memorial park

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

If yes, number needed and location \_\_\_\_\_

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

YES  NO If yes, please describe:

Is any other public works assistance needed? No

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

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

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

Will the alcohol be: \_\_\_\_\_ Sold; \_\_\_\_\_ Given away; \_\_\_\_\_ Both

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

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

20. Will the event involve professional fireworks? \_\_\_\_\_ YES  NO  
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? \_\_\_\_\_  
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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## **SPECIAL EVENT PERMIT AGREEMENT**

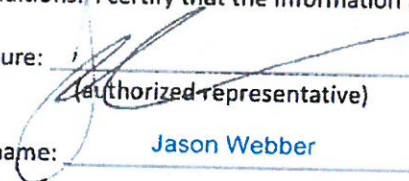
I, Jason Webber on behalf of Old Orchard Beach Recreation  
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature:  Date: 4/26/2022  
(Authorized representative)  
Print name: Jason Webber  
Print Organization Name (if applicable): OOB Recreation

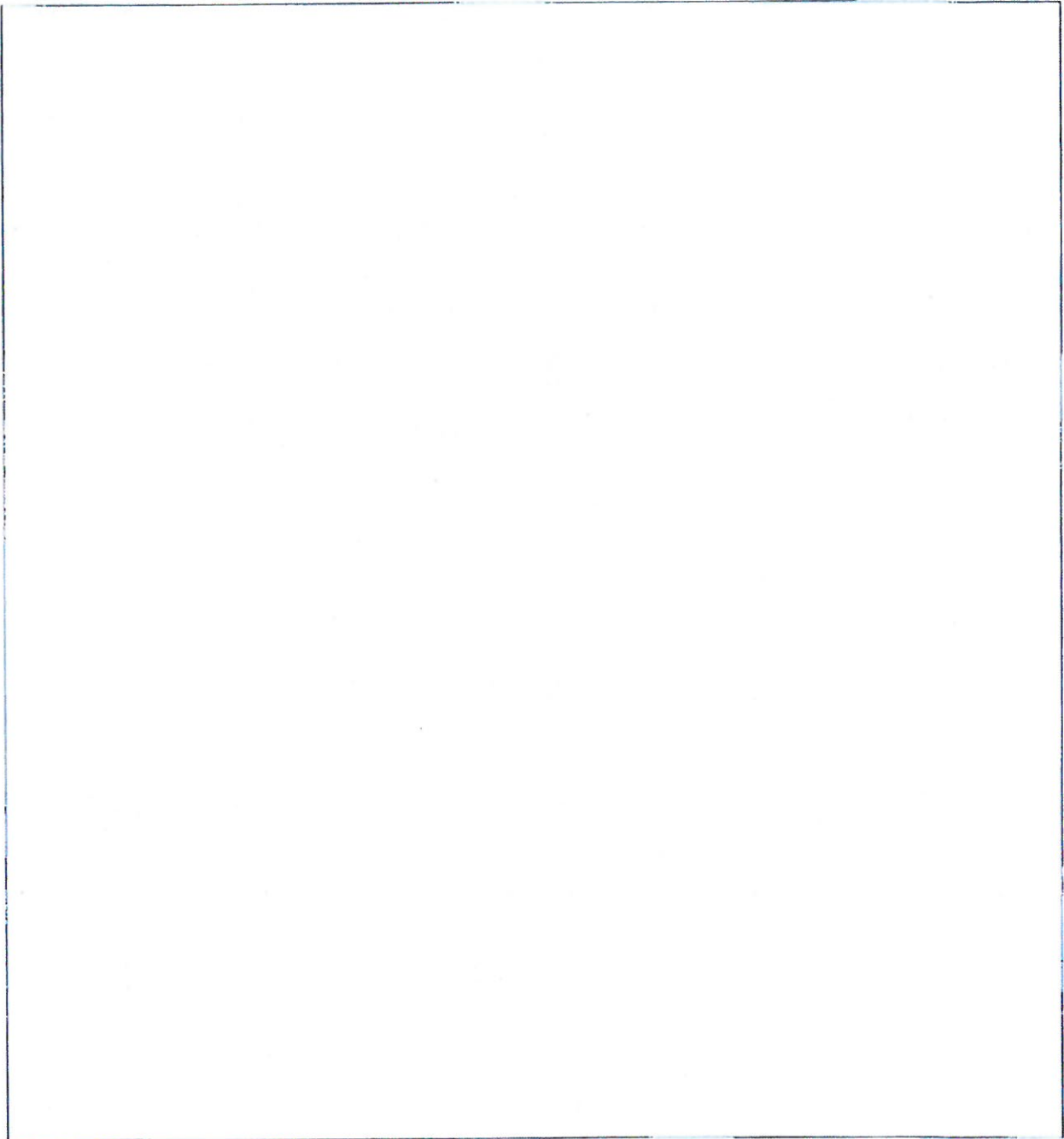
**SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)**

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

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

Vendor Locations  
Garbage Cans  
Water Sources

Street Closures/Parking Information  
Water/Electricity Sources  
Loudspeakers





## **AGENDA ITEM #7954**

**Discussion with Action:** Approve the Special Event Permit application for Ashley Hay to hold a wedding on the beach at the end of Parcher Avenue. Event, including set-up and take down, is from 2 p.m. to 8 p.m., Saturday, August 19<sup>th</sup>, 2023.

Chair: Shawn O'Neill



Town of Old Orchard Beach  
Special Event Permit application

The check  
is Inside this  
paperwork  
☺

Application for Special Event Permit

Please read the following:

- All applications must be thoroughly completed. Failure to fully complete an application may result in a delay in the processing.
- This application is to be completed by the individual or authorized representative of the organization regulating the event and requesting the permit. Submission of an application does not guarantee the event will be approved. Do not publicize or promote your event until your notification of acceptance has been issued.
- All applications must be received by the Town Clerk's Office not less than thirty (30) calendar days prior to the date on which the person proposes to conduct such special event. If not received by that date, the application may be subject to non-approval for that reason.

Special Event Permit applications require a \$50 (per day, including dates of set up/take down) **non-refundable** fee to be paid at the time application is received.

- A Special Event Permit Application will be deemed "received" on the date the Town Clerk's Office receives:
  - A completed application
  - Appropriate Insurance, listing the Town of Old Orchard Beach as additionally insured (if event is within 30 days)
  - Application fee

- Once you have completed the application, please return to the Town Clerk's Office:

↓  
Town Clerk's Office  
1 Portland Avenue  
Old Orchard Beach, ME 04064

If you have any questions, please contact the Town Clerk's Office at 207-934-4042 or e-mail the Town Clerk, Kim McLaughlin, at [kmclaughlin@oobmaine.com](mailto:kmclaughlin@oobmaine.com)

{ Check made to:  
online pay!

oobmaine.com  
parking permits

APPLICATION INFORMATION

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

1. Name of applicant Ashley Hay Apt # 1

Address of applicant 12 Hughes Drive WPTJ VT 05001  
City State Zip

Phone number of applicant <sup>cell</sup> (802) 698-3241 Fax ( )

Cell phone ( ) E-mail ashleyhay1884@gmail.com

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

Family Event Small wedding of Ashley Hay & Joshua Bulluss

Website address (if an Organization, Firm or Corporation) N/A

Type of Event:

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

Small wedding ceremony ~~Private~~

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

Private Event, Intimate, No vendors or entertainment will be provided!

Will you be using tents? X YES      NO

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

Couple of chairs, Coleman camping canopy x 2, we will be securing the tent by weighing & strapping down to the sand. and an arch.

Will you be using staging? \_\_\_\_\_ YES X NO

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

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

Other: \_\_\_\_\_

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

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

Name Ashley Hay Work Phone (-) N/A

Address 12 Hughes Drive APT #1 WRJ VT 05001  
City State Zip

Cell phone 802 698-3241 Fax (-) N/A

E-mail Ashleyhay1884@gmail.com

4. SET-UP Date for Event 8/19/23 Day of Week Sat from 2pm to 8pm

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event ~~8/19/23~~ Day of Week ~~Sat~~ from ~~6:30pm~~ to ~~10:00pm~~

*start wedding* Date of Event 8/19/23 Day of Week Sat. from 5:30pm to 6:30pm

TAKE-DOWN date 8/19/23 Day of Week Sat. from ~~7pm~~ to ~~8pm~~

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

5. Location of the Event OOB by tiki bar off of Parcher Ave  
(if applicable, a map or diagram showing the area to be used, or parade route)

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

yes, explain). Use extra sheet of paper to describe exact route or parade, including any water stops.

\_\_\_\_\_  
\_\_\_\_\_

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

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

N/A

\_\_\_\_\_  
\_\_\_\_\_

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

Description of merchandise \_\_\_\_\_

\_\_\_\_\_

10. Is the event a Charitable event? \_\_\_\_\_ YES  NO

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

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

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

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

NO

\_\_\_\_\_

12. List any Event Sponsors:

N/A

\_\_\_\_\_

\_\_\_\_\_

Will admission be charged for the event? \_\_\_\_\_ YES \_\_\_\_\_ NO

Will participants be charged for parking? \_\_\_\_\_ YES \_\_\_\_\_ NO

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

\_\_\_ YES (if yes, please list dates): \_\_\_\_\_

NO

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

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

~~We will keep the crowd small and keep the area safe~~

~~we will have a security guard and a police officer~~  
Additional Uniformed presence provided by: \_\_\_ Off-Duty Police Officers; \_\_\_ Private Security; \_\_\_ Volunteers

Times: \_\_\_\_\_ How many? \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

~~The items will be left overnight and will be secured by Sam~~  
~~we will be staying at a hotel~~  
~~we will have everything cleaned up~~  
~~and packed up by the proper time.~~

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

\_\_\_\_\_

\_\_\_\_\_

Where will the event attendees/participants park? they will ride the trolley to the beach!

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

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

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

If yes, give details: \_\_\_\_\_

\_\_\_\_\_

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

We will pack out what we pack in. All garbage in trash!

Is the use of barricades necessary/requested for this event? NO

If yes, number needed and location \_\_\_\_\_

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

YES  NO If yes, please describe:  
closer to the beach for out of town people coming in that are older.

Is any other public works assistance needed? NO

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

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

If yes, explain: ~~we will have a small fire that follows our ordinance and will be cleared up by 5am~~

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

plastic removeable signs will be put up and taken down after the wedding ceremony

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

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

\_\_\_\_\_  
\_\_\_\_\_

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



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

None

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

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

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

What time/date will the fireworks display occur? \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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## **SPECIAL EVENT PERMIT AGREEMENT**

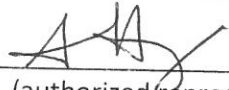
I, Ashley Hay on behalf of Ashley & Joshua's wedding  
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature:   
(authorized representative)

Date: 6/21/23

Print name: Ashley Hay

Print Organization Name (if applicable): N/A

In the space below, please provide the following:  
General Map of Location  
Event Coordinator's Booth  
Tents/Stages/Grandstands  
Porta Potties/Rest Rooms

Vendor Locations  
Garbage Cans  
Water Sources

Street Closures/Parking Information  
Water/Electricity Sources  
Loudspeakers

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to provide the requested information listed in the header.

MISCELLANEOUS PAYMENT RECPT#: 596210  
TOWN OF OLD ORCHARD BEACH  
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 06/29/23                    TIME: 12:33:24  
CLERK: jeff                        DEPT:  
CUSTOMER#:

COMMENT: SPEC EVENT PERMIT

CHG: TCREC TOWN CLERK RECE                    50.00

AMOUNT PAID:                    50.00

PAID BY:                    HAY, ASHLEY  
PAYMENT METH: CHECK  
                              0505

REFERENCE:

AMT TENDERED:                    50.00  
AMT APPLIED:                    50.00  
CHANGE:                            .00



900-1-6

202-3-7

202-3-6

202-2-6

202-3-5

202-2-3

202-3-3

202-3-13

202-2-4

EAST GRAND AVE

202-1-4

PARCHER AVE

202-2-5

202-1-2

202-1-1

202-1-5

202-3-2

202-1-9

202-1-6

202-1-7

202-1-10

202-1-8

301-6-1

## **AGENDA ITEM #7955**

**Discussion with Action:** Approve the Special Event Permit for the New England Parkinson's Ride to set-up at the Ballpark on Thursday, September 7<sup>th</sup>, 2023 from 11 a.m. to 3 p.m., and hold their event on Friday, September 8<sup>th</sup>, 2023, at the Ballpark, from 4 p.m. to 9 p.m., and the race beginning and ending at the Ballpark on Saturday, September 9<sup>th</sup>, 2023 from 5 a.m. to 5 p.m. Clean-up is part of the contract with the Ballpark.

Chair: Shawn O'Neill



## APPLICATION INFORMATION

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

1. Name of applicant Axi Wechter

Address of applicant PO Box 1124, Merrimack, NH 03054  
City State Zip

Phone number of applicant ( ) 407-466-0880 Fax ( ) \_\_\_\_\_

Cell phone ( ) 434-841-7985 E-mail axi@neparkinsonside.org

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

New England Parkinson's Ride

Website address (if an Organization, Firm or Corporation) neparkinsonside.org

Type of Event:

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

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

Cycling event to raise funds for The Michael J. Fox Foundation. Friday night pre-ride dinner and Saturday ride includes a post-Ride celebration with entertainment and sponsor booths.

Will you be using tents? X YES \_\_\_\_\_ NO

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

A+ Party Rentals handles the tents, which are secured by state guidelines. Tents will cover picnic tables used for seating on both days.

Will you be using staging?  YES  NO

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

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

Other: \_\_\_\_\_

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

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

Name Axi Wechter Work Phone (    ) 407-466-0880

Address PO Box 1124, Merrimack, NH 03054  
City State Zip

Cell phone (    ) 434-841-7985 Fax (    ) \_\_\_\_\_

E-mail axi@neparkinsonsride.org

4. SET-UP Date for Event 9/7/23 Day of Week Thursday from 11am to 3pm

Date of Event 9/8/23 Day of Week Friday from 4 pm to 9 pm

Date of Event 9/9/23 Day of Week Saturday from 5 am to 5pm

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

TAKE-DOWN date 9/9/23 Day of Week Saturday from 5pm to 10pm

RAIN DATE(s) \_\_\_\_\_ Times \_\_\_\_\_  
(if rain date listed, insurance must list rain date)

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

6. The estimated number of participants in the event

\_\_\_\_\_ 0-150; \_\_\_\_\_ 150-500; \_\_\_\_\_ 500-1000;  1,000+

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

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

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

Beer and wine sales handled by BP. Food purchases provided by BP and food trucks.

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

Description of merchandise New England Parkinson's Ride branded gear.

10. Is the event a Charitable event? X YES \_\_\_\_\_ NO

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

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

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

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

The Michael J. Fox Foundation

12. List any Event Sponsors:

Still securing most sponsors

Cantor Colburn

Barclay's

Maloney Associates

Will admission be charged for the event? \_\_\_\_\_ YES X NO

Will participants be charged for parking? \_\_\_\_\_ YES X NO

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

YES (if yes, please list dates): 2008-2022

NO

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

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

We will have over 150 volunteers to do various jobs like directing traffic, helping with parking, directing people in and out of the Ballpark. We have also enlisted several police in the surrounding areas to aid difficult intersections.

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

Times: \_\_\_\_\_ How many? \_\_\_\_\_

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

We will be in touch with Capt Elise Chard regarding the OOB area.

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Supplies, tents, and chairs will be stored within the Ballpark.

Will audible devices be used at this event?  YES  NO

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

A microphone and portable speakers will be used for presentations. Friday 5-9pm and Saturday 7am - 6pm.

Where will the event attendees/participants park? Ballpark parking

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

If yes, give details: We will have a trailer that we use to transport supplies and our tracking company will have a trailer.

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

All desposal is handled under contract with the Ballpark.

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

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

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

YES  NO If yes, please describe:

\_\_\_\_\_  
\_\_\_\_\_

Is any other public works assistance needed? \_\_\_\_\_  
\_\_\_\_\_

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

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

YES  NO

If yes, explain: Grills will be used for BP concessions. Propane burners will be used on Friday to heat soup.

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

Route signage will be places along the routes. All signs will be taking down following the Ride.

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

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

Ride Banne on Sace Ave is 20 ft long.

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

Will the alcohol be: \_\_\_\_\_ Sold; \_\_\_\_\_ Given away;  Both

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

Friday Night - alcohol is donated and distributed by trusted 21+ volunteers from 5-9pm

Saturday - alcohol is donated and distributed by trusted 21+ volunteers from 5-9pm. BP will also be selling beer.

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

20. Will the event involve professional fireworks? \_\_\_\_\_ YES  NO

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

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

What time/date will the fireworks display occur? \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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## **SPECIAL EVENT PERMIT AGREEMENT**

I, Axi Wechter on behalf of New England Parkinson's Ride  
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature: Alexandra Wechten Date: 6/5/23  
(authorized representative)

Print name: Alexandra "Axi" Wechte

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

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

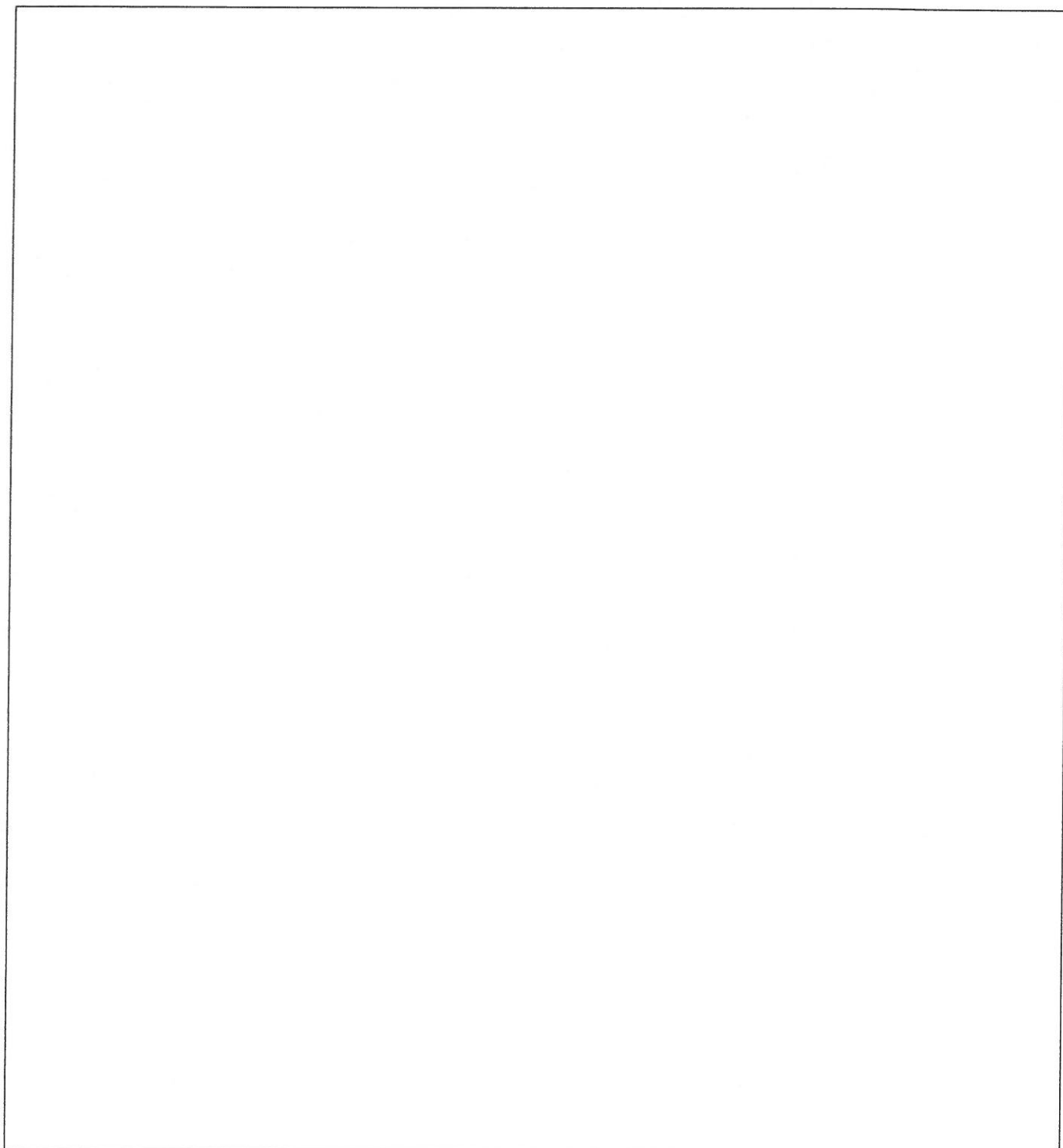
In the space below, please provide the following information. Attach a separate map if necessary.

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

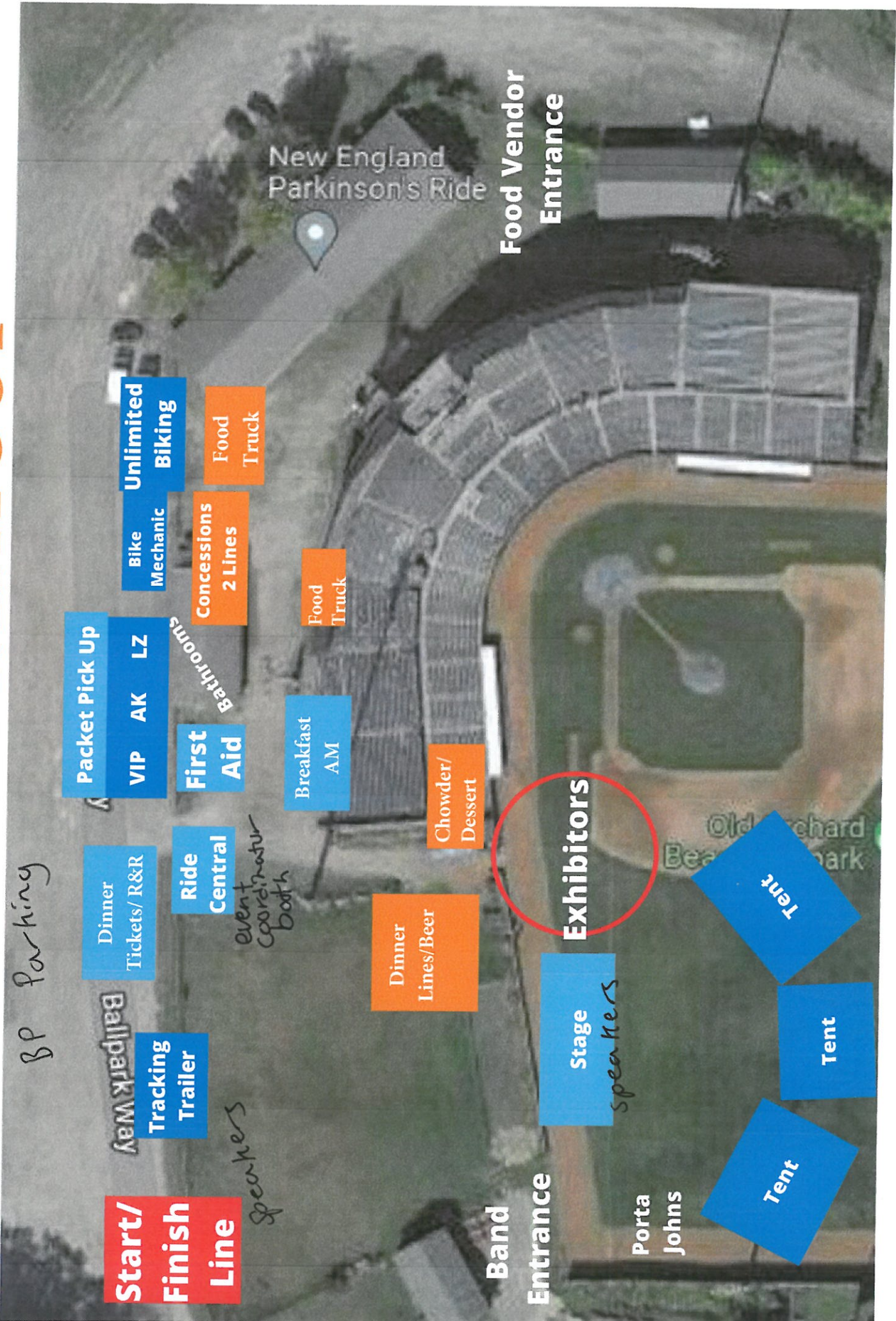
Vendor Locations  
Garbage Cans  
Water Sources

*determined by BP*

Street Closures/Parking Information  
Water/Electricity Sources  
Loudspeakers



# 2023 NEPR LAYOUT



## **THE BALLPARK AT OLD ORCHARD BEACH USE AGREEMENT**

This use agreement (hereinafter referred to as "Agreement") is made and entered into on this **28<sup>th</sup> day of April 2022**, by and between the Town of Old Orchard Beach, a Maine municipal corporation with the Town Hall address of 1 Portland Avenue, Old Orchard Beach, Maine (hereinafter referred to as the "Town") and New England Parkinson's Ride, DBA "New England Parkinson's Ride" with a mailing address of P.O. Box 1124, Merrimack, New Hampshire 03054 (hereafter referred to **NEPR** for the purpose of authorizing certain related activities under terms set forth herein.

**1. The Facility.** The Town owns and operates public facilities located at 7 Ballpark Way known as The Old Orchard Beach Recreational Complex at The Ballpark ("The Ballpark"). The Ballpark consists of an outdoor stadium for baseball and other events with seats, audio systems, enhanced wifi, associated parking areas, field lighting, playground, restroom facilities, concession stands, Club House, 5 showers, spaces to be used as offices, ticket booth, and storage space in a detached storage building.

**2. NEPR** is a registered entity in New Hampshire that intends to conduct event activities at The Ballpark as described herein.

**3. Terms of the Agreement.** This agreement is for a New England Parkinson's Bike Ride event to be held two days for each of 3 consecutive years. **September 9-10, 2022, September 8-9, 2023, and September 6-7, 2024.**

NEPR may access The Ballpark for setup on the Thursday prior at a time to be approved by The Recreational Director. On event days The Ballpark will be open for NEPR to use beginning 5:00AM. All equipment must be removed from the premises by 6:00PM on the day following the event completion.

**4. Scope of the event.** NEPR will present and manage a fundraising Bike Ride event., including a pre-ride supper on Friday of event weekend with the sale of food, beverages, and Parkinson's Ride related merchandise. The main event is a bike ride fundraiser on Saturday of event weekend with food and entertainment.

**5. User Fee.** NEPR shall pay the Town each year:

a. Two Thousand Three Hundred and Fifty Dollars (\$2350.00) due 30 days prior to event start.

This fee is non-refundable.

b. Reimbursement for all food and supplies used excluding Restroom supplies which will be the responsibility of the Ballpark.

c. \$25 per MH for all required assistance by Ballpark personnel in set up, execution and take down for event. This fee to be collected after event.

**6. Security Deposit.** Not Required

**7. Obligations NEPR** will furnish and be fully responsible for all equipment supplies, furnishings, marketing, and sales associated with the NEPR Event including but not limited to the following:

- i. Marketing and advertising
- ii. Furnishing, set up and removal of any equipment required for the day's program.
- iii. Ticket Sales and collection.
- iv. Parking management including parking attendants.
- v. Payment reimbursement for all food and supplies given out to riders or used by NEPR staff from Ballpark assets.
- vi. NEPR will provide security at a level approved by the Old Orchard Beach Police Chief of Police seven days prior to the event.
- vii. Alcohol sales may be provided by NEPR only through the vendor already licensed for operation at The Ballpark and within limitations of the existing liquor license for that vendor.
- Viii Restoration of the Ballpark to as found condition

**8. Town Obligations.** The Town is responsible for the following obligations:

- i. Operation and personnel for food and beverage concession including alcohol sales.
- ii. Provision and servicing of all trash cans during event.
- iii. Custodial care of restrooms prior to and including event weekends.
- iv. One onsite Ballpark representative to assist in lighting and operation of Ballpark equipment.
- v. Arrangement for additional Mosquito spraying in locations requested by NEPR the week of event. Cost reimbursed by NEPR.

**9. Termination.** Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure.

**10. Dispute Resolution.** Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (York County). Maine law shall govern this Agreement.

**10. Insurance.** Except as otherwise provided by this Agreement, NEPR shall obtain and maintain, throughout the term of this Agreement and at no cost to the Town. Comprehensive general liability insurance insuring liability and property damage against all claims and demands for any personal injury to or death of any person and damage to or destruction or loss of property which may have or be claimed to have occurred at The Ballpark in an amount of not less than one million dollars (\$1,000,000) single limit, for injury to or death of one person, two million dollars

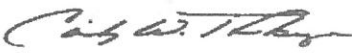
(2,000,000) for injury to or death of more than one person in any single accident, and for not less than three hundred thousand dollars (\$300,000) for damage to or destruction or loss of property.

NEPR agrees that the Town shall be listed on the required insurance policies as an additional co-insured, and further agrees to require their insurer to provide to the Town certification of the required insurance and that the Town is co-insured at least one week prior to the agreed use of the facility by NEPR. Nothing in this paragraph shall be deemed to waive any immunity available to the Town under any State or Federal law, including, but without limitations the Maine Tort Claims Act., codified at 14 M.R.S.A SS 8101, et seq. Client shall deliver to Town certificates satisfactory to Town evidencing insurance coverage.

**12. Indemnification.** To the fullest extent permitted by Maine Laws and Regulations, NEPR shall defend, indemnify, and hold harmless Town, it officers, employees and agents, in their official and individual capacities, from and against all claims, cost, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Agreement by NEPR , it's official, employees, agents and subcontractors, including the loss of use resulting therefrom, if caused in whole or in part by acts or omissions, whether negligent, intentional or otherwise, or breach of the Agreement by NEPR or the acts or omissions, whether negligent, intentional or otherwise, of its subcontractor, sub-subcontractor, or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Nothing herein shall, 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, codified at 14 M.S.R.A SS 8101et.seq., or any other privileges and or immunities provided by law.

**13. Entire Agreement.** This Agreement represents and contains the entire agreement between parties. Prior discussions or verbal representations by parties that are not contained in this Agreement are not part of this Agreement.

NEPR Axi Wechter

Witness: 

By: Axi Wechter  
Axi Wechter

Date: 4/28/2022

Witness: 

INHABITANTS OF THE  
TOWN OF OLD ORCHARD BEACH

By: Diana Asanza  
Diana Asanza

Date: 4/28/2022





PO Box 1124. Merrimack, NH 03054

April 28, 2022

Jason Webber  
The Ballpark at OOB  
7 Ballpark Way  
Old Orchard Beach, Maine 04064

Dear Jason

I am writing to inform you that the New England Parkinson's Ride Board of Directors has voted on sharing the cost of the enhanced Wi-Fi for the Ballpark. As discussed, New England Parkinson's Ride will provide a onetime payment of \$2,000 for the service and the Town of Old Orchard Beach will cover the remaining costs.

It is our understanding that this enhanced Wi-Fi will be active no later than August 1<sup>st</sup>, 2022 in order to allow for ample time for operational and reliability testing.

Sincerely,

*Axi Wechter*

Axi Wechter  
Co-Executive Director

MISCELLANEOUS PAYMENT RECPT#: 595799  
TOWN OF OLD ORCHARD BEACH  
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 06/22/23                    TIME: 15:02:53  
CLERK: jeff                        DEPT:  
CUSTOMER#:

COMMENT: SPEC EVENT PERMIT X3

CHG: TCREC    TOWN CLERK RECE                    150.00

AMOUNT PAID:                    150.00

PAID BY:                    NEW ENGLAND PARKINSO  
PAYMENT METH: CHECK  
                              1172

REFERENCE:

AMT TENDERED:                    150.00  
AMT APPLIED:                     150.00  
CHANGE:                            .00



NEWE-19

OP ID: AM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>ADVANTAGE INSURANCE</b> 393 Daniel Webster Hwy Merrimack, NH 03054	603-277-9500	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 603-277-9500	<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> New England Parkinson's Ride PO Box 1124 Merrimack, NH 03054	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Liberty Mutual Insurance Co.		23035
	<b>INSURER B :</b> Surplus Lines		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
B X	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NBP1551429J	08/27/2023	08/27/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$												
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS60136554	08/16/2023	08/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$												
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XWS60145697	07/26/2023	07/26/2024	<table border="1"> <tr> <td></td> <td>PER STATUTE</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> <td><b>100,000</b></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> <td><b>100,000</b></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> <td><b>500,000</b></td> </tr> </table>		PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$	<b>100,000</b>	E.L. DISEASE - EA EMPLOYEE	\$	<b>100,000</b>	E.L. DISEASE - POLICY LIMIT	\$	<b>500,000</b>
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E.L. DISEASE - EA EMPLOYEE	\$	<b>100,000</b>																	
E.L. DISEASE - POLICY LIMIT	\$	<b>500,000</b>																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The town on Old Orchard Beach is additionally insured when required by written contract.

<b>CERTIFICATE HOLDER</b>  Town of Old Orchard Beach 1 Portland Ave Old Orchard Beach, ME 04064		<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Ashley A. McKenna</i>	
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## **AGENDA ITEM #7956**

**Discussion with Action:** Approve the Special Event Permit applications for Pier Leasing Co. to hold their Bikefest on Saturday, August 26<sup>th</sup>, 2023 from 10 a.m. to 10 p.m. and to hold a Jeepfest on Saturday, September 9<sup>th</sup>, 2023, 10 a.m. to 10 p.m. Request to close the Square to parking with the exception that the horseshoe must be kept open for emergency vehicle access.

Chair: Shawn O'Neill

## **ADJOURNMENT**

Chair: Shawn O'Neill

# APPLICATION INFORMATION

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

1. Name of applicant PIER LEASING COMPANY

Address of applicant 2 OLD ORCHARD STREET, O.O.B. ME 04064  
City State Zip

Phone number of applicant (207) 934-3595 Fax ( )

Cell phone (207) 468-6490 E-mail PAULSOOBPIER@GMAIL.COM

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

Website address (if an Organization, Firm or Corporation)

Type of Event:

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

BIKE FEST

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

PARKING IN THE SQUARE

Will you be using tents? \_\_\_\_\_ YES  NO

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

... you be using staging?        YES  NO

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

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

Other: \_\_\_\_\_

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

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

Name \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

4. SET-UP Date for Event 8/26/2023 Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event 8/26/2023 Day of Week SATURDAY from 10:00 AM to 10:00 PM

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

TAKE-DOWN date \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

RAIN DATE(s) \_\_\_\_\_ Times \_\_\_\_\_  
(if rain date listed, insurance must list rain date)

5. Location of the Event THE SQUARE  
(if applicable, a map or diagram showing the area to be used, or parade route)

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

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

N/A

8. Will the sale of food and/or beverages occur at the event? NO If yes, describe the commodities to be sold.

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

\_\_\_\_\_

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

Description of merchandise \_\_\_\_\_

10. Is the event a Charitable event? \_\_\_\_\_ YES  NO

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

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

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

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

\_\_\_\_\_

12. List any Event Sponsors:

\_\_\_\_\_  
\_\_\_\_\_

Will admission be charged for the event? \_\_\_\_\_ YES  NO

Will participants be charged for parking? \_\_\_\_\_ YES  NO

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

YES (if yes, please list dates): \_\_\_\_\_  
 NO

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

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

\_\_\_\_\_ PIER SECURITY AND O.O.B Police Dept. \_\_\_\_\_

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

Times: \_\_\_\_\_ How many? 15

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

\_\_\_\_\_ N/A \_\_\_\_\_



Will audible devices be used at this event?  YES  NO  
If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

\_\_\_\_\_  
\_\_\_\_\_

Where will the event attendees/participants park? THE SQUARE

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

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

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

THE PIER WILL REMOVE TRASH

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

If yes, number needed and location 8 TO 10 CONES TO BLOCK OFF THE SQUARE

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

YES  NO If yes, please describe:  
\_\_\_\_\_  
\_\_\_\_\_

Is any other public works assistance needed? NO

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

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

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

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

N/A

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

Will the alcohol be: \_\_\_\_\_ Sold; \_\_\_\_\_ Given away; \_\_\_\_\_ Both

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

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

20. Will the event involve professional fireworks?  YES  NO  
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? \_\_\_\_\_  
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? \_\_\_\_\_

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

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

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

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

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

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

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

#25 or the date the applicant will receive approval?

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## SPECIAL EVENT PERMIT AGREEMENT

I, PAUL L GOLZBEIN  
(Print Applicant Contact Name)

on behalf of PIER LEASING COMPANY  
(Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

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

Signature: Paul L Goizbein  
(authorized representative)

Date: 7/16/2023

Print name: PAUL L GOIZBEIN

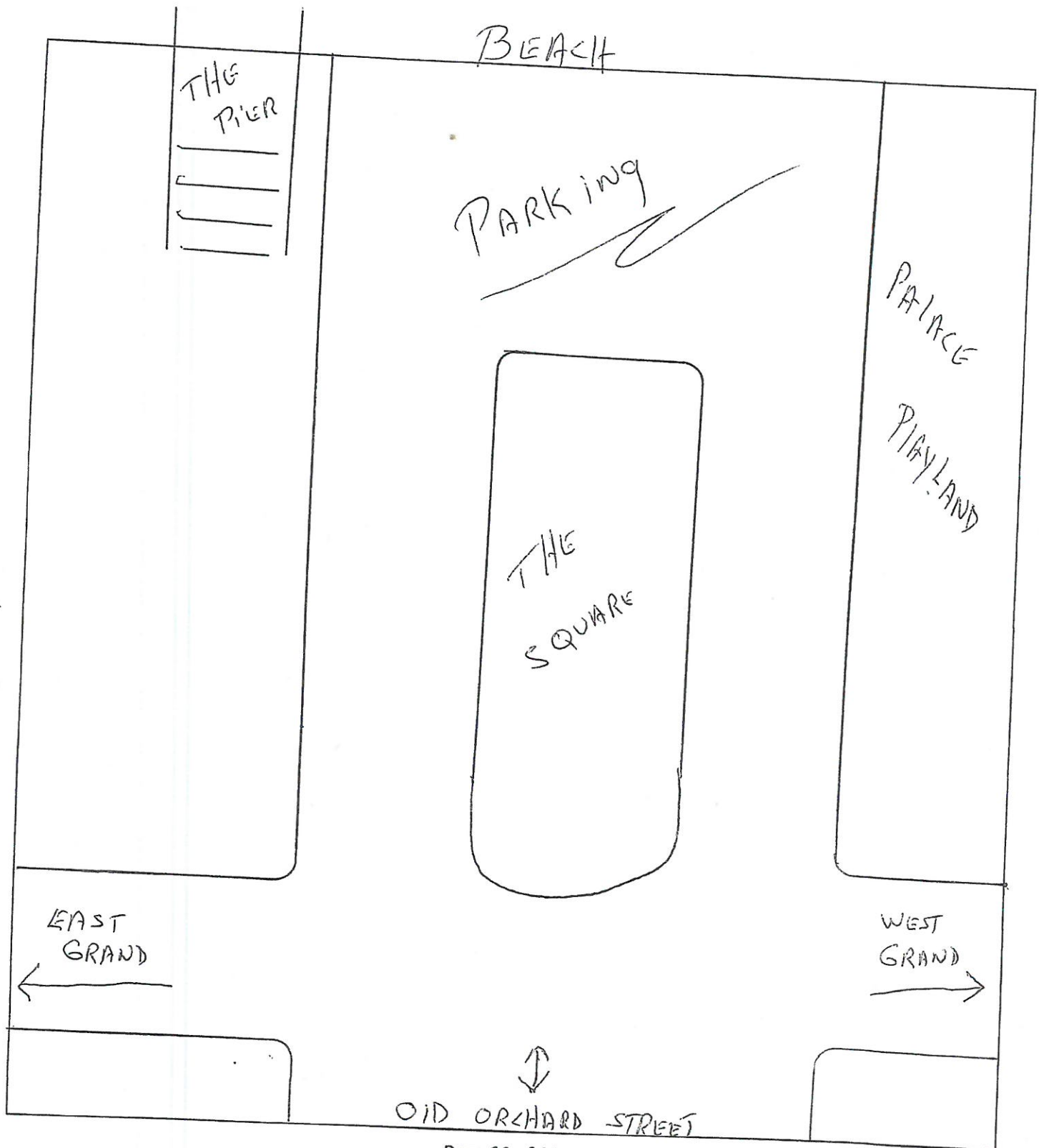
Print Organization Name (if applicable): RGR LEASING COMPANY

SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)  
In the space below, please provide the following information. Attach a separate map if necessary.

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

Vendor Locations  
Garbage Cans  
Water Sources

Street Closures/Parking Information  
Water/Electricity Sources  
Loudspeakers





**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
7/17/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> RIG Insurance Services, LLC 2209 Main Street Colchester, VT 05446	<b>CONTACT NAME:</b> Les Ravlin <b>PHONE (A/C, No, Ext):</b> (802) 861-2117 201 <b>FAX (A/C, No):</b> (802) 861-4440 <b>E-MAIL ADDRESS:</b> Les@RigProtect.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>NAIC #</b>
Pier Patio Pub P.O. Box 261 Old Orchard Beach, ME 04064	INSURER A : <b>Nautilus Insurance Company</b> <b>17370</b> INSURER B : <b>Mount Vernon Fire Insurance Company</b> <b>26522</b> INSURER C : INSURER D : INSURER E : INSURER F :

**COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		NN154457	5/21/2023	5/21/2024	EACH OCCURRENCE      \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ <b>100,000</b> MED EXP (Any one person)      \$ <b>5,000</b> PERSONAL & ADV INJURY      \$ <b>1,000,000</b> GENERAL AGGREGATE      \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG      \$ <b>2,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)      \$ BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE      \$ AGGREGATE      \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$ E.L. DISEASE - EA EMPLOYEE      \$ E.L. DISEASE - POLICY LIMIT      \$
<b>B</b>	<b>Liquor Liability</b>			CL2759314C	5/21/2023	5/21/2024	<b>Aggregate 2,000,000</b> <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder shown below is named additional insured on the above general liability policy.

**CERTIFICATE HOLDER**

**CANCELLATION**

Town of Old Orchard Beach Town Hall 1 Portland Avenue Old Orchard Beach, ME 04064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

MISCELLANEOUS PAYMENT RECPT#: 597272  
TOWN OF OLD ORCHARD BEACH  
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 07/18/23                      TIME: 14:35:44  
CLERK: jeff                              DEPT:  
CUSTOMER#:

COMMENT: BIKE FEST & JEEP FES

CHG: TCREC TOWN CLERK RECE                      100.00

AMOUNT PAID:                      100.00

*\$50 Bikefest*

PAID BY:                      PATIO PUB  
PAYMENT METH: CHECK  
   21009

*\$50 Jeepfest*

REFERENCE:

AMT TENDERED:                      100.00  
AMT APPLIED:                        100.00  
CHANGE:                                .00



# APPLICATION INFORMATION

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

1. Name of applicant PIER LEASING COMPANY

Address of applicant 2 OLD ORCHARD STREET ME 04064  
City State Zip

Phone number of applicant (207) 934-3595 Fax ( ) \_\_\_\_\_

Cell phone (207) 468-6490 E-mail PAULSCOBPIER@GMAIL.COM

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

Website address (if an Organization, Firm or Corporation) \_\_\_\_\_

Type of Event:

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

JEEP FEST

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

PARKING IN THE SQUARE

Will you be using tents? \_\_\_\_\_ YES  NO

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

Are you using staging? YES  NO

- If yes, the following items will be used at the event (Please mark all that apply):
- Amplified Music     Bleacher(s)     Dance Floor(s)     Live Entertainment
  - Loud Speaker(s)     Microphone(s)     Stadium(s)     Stage(s)

Other: \_\_\_\_\_

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

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

Name \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

4. SET-UP Date for Event 9/9/2023 Day of Week SATURDAY from \_\_\_\_\_ to \_\_\_\_\_

Date of Event 9/9/2023 Day of Week SATURDAY from 10:00 AM to 10:00 PM

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

TAKE-DOWN date \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

RAIN DATE(s) \_\_\_\_\_ Times \_\_\_\_\_  
(if rain date listed, insurance must list rain date)

5. Location of the Event SQUARE  
(if applicable, a map or diagram showing the area to be used, or parade route)

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

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

N/A

8. Will the sale of food and/or beverages occur at the event? NO If yes, describe the commodities to be sold.

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

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

Description of merchandise \_\_\_\_\_

10. Is the event a Charitable event? \_\_\_\_\_ YES  NO

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

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

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

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

12. List any Event Sponsors:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will admission be charged for the event? \_\_\_\_\_ YES  NO  
Will participants be charged for parking? \_\_\_\_\_ YES  NO

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

YES (if yes, please list dates): \_\_\_\_\_  
 NO

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

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

PIER SECURITY AND O. O. B. POLICE DEPT

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

Times: \_\_\_\_\_ How many? 15

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

N/A

Will audible devices be used at this event?  YES  NO  
If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

\_\_\_\_\_  
\_\_\_\_\_

Where will the event attendees/participants park? THE SQUARE

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

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

THE PIER WILL REMOVE TRASH

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

If yes, number needed and location 6 TO 8 CONES TO BLOCK OFF THE SQUARE

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

YES  NO If yes, please describe:

\_\_\_\_\_  
\_\_\_\_\_

Is any other public works assistance needed? NO

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

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

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

Will the alcohol be: \_\_\_\_\_ Sold; \_\_\_\_\_ Given away; \_\_\_\_\_ Both

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

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

20. Will the event involve professional fireworks? \_\_\_\_\_ YES  NO  
Consumer fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? \_\_\_\_\_  
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? \_\_\_\_\_

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

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

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

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

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

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

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

...of the date the applicant will receive approval?

## SPECIAL EVENT PERMIT AGREEMENT

I, PAUL L GOIZBEIN  
(Print Applicant Contact Name)

on behalf of PIER LEASING COMPANY  
(Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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



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

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

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

Signature: Paul L Goizbein  
(authorized representative)

Date: 7/16/2023

Print name: PAUL L GOIZBEIN

Print Organization Name (if applicable): PIER LEASING COMPANY

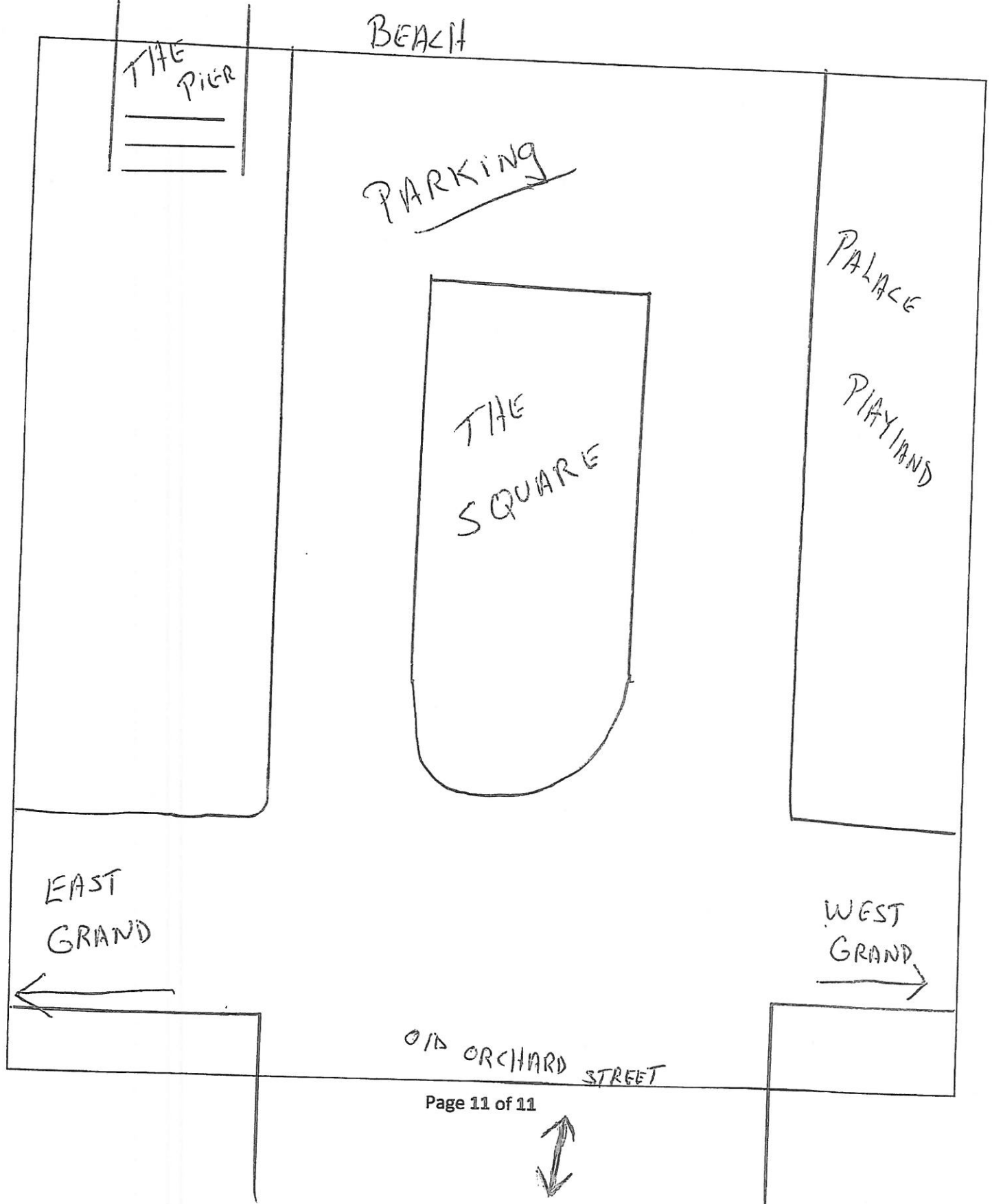
DESCRIPTION OF SPECIAL EVENT (Completed by Event Coordinator)

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

- General Map of Location
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- Porta Potties/Rest Rooms

- Vendor Locations
- Garbage Cans
- Water Sources

- Street Closures/Parking Information
- Water/Electricity Sources
- Loudspeakers





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DATE (MM/DD/YYYY)  
7/17/2023

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<b>PRODUCER</b> RIG Insurance Services, LLC 2209 Main Street Colchester, VT 05446	<b>CONTACT NAME:</b> Les Ravlin	
	<b>PHONE (A/C, No, Ext):</b> (802) 861-2117 201	<b>FAX (A/C, No):</b> (802) 861-4440
<b>E-MAIL ADDRESS:</b> Les@RigProtect.com		
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Nautilus Insurance Company	<b>NAIC #</b> 17370
<b>INSURED</b>  Pier Patio Pub P.O. Box 261 Old Orchard Beach, ME 04064	<b>INSURER B :</b> Mount Vernon Fire Insurance Company	<b>26522</b>
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

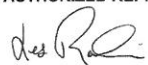
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<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			<b>NN154457</b>	<b>5/21/2023</b>	<b>5/21/2024</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>100,000</b>	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ <b>5,000</b>
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ <b>1,000,000</b>	
	OTHER:						GENERAL AGGREGATE	\$ <b>2,000,000</b>	
							PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>	
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/>		<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<b>UMBRELLA LIAB</b>		<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$	
	<b>EXCESS LIAB</b>		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$	
	DED		RETENTION \$					\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		<input type="checkbox"/> Y / <input type="checkbox"/> N	<b>N/A</b>			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$			
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYEE	\$			
					E.L. DISEASE - POLICY LIMIT	\$			
<b>B</b>	<b>Liquor Liability</b>			<b>CL2759314C</b>	<b>5/21/2023</b>	<b>5/21/2024</b>	<b>Aggregate 2,000,000</b>	<b>1,000,000</b>	

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	AUTHORIZED REPRESENTATIVE 

MISCELLANEOUS PAYMENT RECPT#: 597272  
TOWN OF OLD ORCHARD BEACH  
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 07/18/23                    TIME: 14:35:44  
CLERK: jeff                        DEPT:  
CUSTOMER#:

COMMENT: BIKE FEST & JEEP FES

CHG: TCREC    TOWN CLERK RECE                    100.00

AMOUNT PAID:                    100.00

PAID BY:                    PATIO PUB  
PAYMENT METH: CHECK  
                              21009

*Bike fest \$50  
Jeep fest \$50*

REFERENCE:

AMT TENDERED:                    100.00  
AMT APPLIED:                    100.00  
CHANGE:                            .00