



Town Council - Meeting Agenda

Tuesday, April 16th, 2024 @ 6:30pm
Council Chambers - 1 Portland Avenue

www.oobmaine.com/town-council

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

PRESENTATION:

Veterans Memorial Park Committee – proposed park improvements presentation.

ACCEPTANCE OF MINUTES:

Accept the minutes from the 4/1/2024 Council Workshop, 4/2/2024 Regular Council Meeting, and the 4/10/2024 Budget Workshop.

Chair: Shawn O'Neill

PUBLIC HEARING:

Shall the Town discontinue a portion of Odena Avenue for approximately 205 feet beginning at West Grand Avenue to Seaside Avenue, as more particularly shown on the Town's Tax Map 316 on file with the Town Assessor.

Chair: Shawn O'Neill

**Town of Old Orchard
Beach**

Memo

To: Town Council
From: Karen L. Fortier, CMA, Assessor
cc: Kim McLaughlin, Town Clerk
Date: March 5, 2024
Re: Discontinuance of a Portion of Odena Avenue – West Grand Ave. to Seaside Ave.

The purpose of this Memo is to inform the Council of a property owner's request for the Council to vote to discontinue its rights and interest in a portion of Odena Ave and to the explain the process the Town must follow to terminate the Town's interests.

Chris Neagle, Esq., attorney for Richard and Diana Courtemanche, owners of a single-family home located at 119 West Grand Avenue, contacted the Town to request that the Town Council vote to terminate the Town's interests in the portion of Odena Ave located between West Grand Avenue and Seaside Avenue pursuant to 23 M.R.S. § 3026-A. See Exhibit 1. They are not seeking any damages from the Town. The Courtemanches want to build a garage behind their driveway and most of it will need to be in Odena Avenue.

This portion of Odena Avenue from West Grand Avenue and Seaside Avenue was laid out as a public street by the Town in 1926 and a public easement was also created for the Town, however, there is no evidence of any public street at this time, nor any time in the past. See Exhibits 2, 3, 4, 5, 6 & 7.

The following four parcels abut this portion of Odena Ave between West Grand Avenue and Seaside Avenue See Exhibit. (aerial photo date April 2022)

115 West Grand Avenue, Map 316 Block 5 Lot 3
119 West Grand Avenue, Map 316 Block 2 Lot 1
10 Seaside Avenue, Map 316 Block 5 Lot 4
12 Seaside Avenue, Map 316 Block 2 Lot 5

The process by which the Town Council approves an Order of Discontinuance of a Road is governed by 23 M.R.S. § 3026-A. See Exhibit 8.

There is a one-year waiting period if abutting property is not otherwise accessible by a public way, but if not (as in this case) the Council can move forward without a waiting period. It involves the following steps pursuant to 23 M.R.S. § 3026-A:

- a) At this March 5, 2024, meeting, the Town Council will discuss the proposed discontinuance of the noted portion of Odena Avenue and decide if the Council would like to proceed with this process. If so, the Council must vote to schedule a discussion at the March 19, 2024, Town Council meeting. The Council must also give notice via U.S. Postal Service, first class, to all abutters of the March 19th meeting. Please sign the Notices of Proposed Discontinuance of a portion of Odena Avenue from West Grand Avenue to Seaside Avenue that will be mailed to all abutters.
- b) At the March 19, 2024, meeting, the Town Council will discuss the proposed discontinuance, determine any damages owed (if any) to the abutters, then vote to file an order of discontinuance with the Town Clerk, and set the date for a public hearing for April 2, 2024. The Council must sign and mail the Notices of Vote and Public Hearing along with the Order of Discontinuance to all abutters.
- c) The Council will hold a public hearing on April 2, 2024. A copy of the Notice of Vote and Public Hearing, including a copy of the Order of Discontinuance, must be sent to the abutters via first class mail, prior to the public hearing.
- d) At the April 16, 2024, meeting which is at least 10 business days after the public hearing, the Town Council must then vote to finally approve the discontinuance. The motion can read as follows:
 - a. Discussion with Action. Approve the Order of Discontinuance of a portion of Odena Avenue without reservation of a public easement in the same dated March 19, 2024, and filed with the Town Clerk, and to [appropriate the sum of \$0.00 to pay damages as stated in the aforementioned Order.
- e) The Certificate of Clerk must be filed in the Registry and sent to MDOT, Bureau of Maintenance and Operations including the Order of Discontinuance.

In 1986-87, the property owners of 10 Seaside Ave and 12 Seaside Ave requested a portion of Odena Ave from the old railroad line to Seaside Ave be discontinued by abandonment. At the February 17, 1987, meeting, the Town Council voted to not discontinue this portion of Odena Ave. See Exhibit 10.

The current request is seeking the Town's approval to discontinue the portion of Odena Ave from West Grand Ave to Seaside Ave as laid out in Plan Book 2 Page 46 ½ and recorded in the York County Registry of Deeds, and as accepted by the Town on March 1, 1926. See Exhibits 4 & 5. This portion of Odena Ave has not been kept passable for motor vehicle use by the Town for any time after January 1, 1945. Currently this portion of Odena Ave is overgrown with trees and has been since at least 1986. See Exhibits 2,3 & 9.



Portion of Odena Ave to be Discontinued

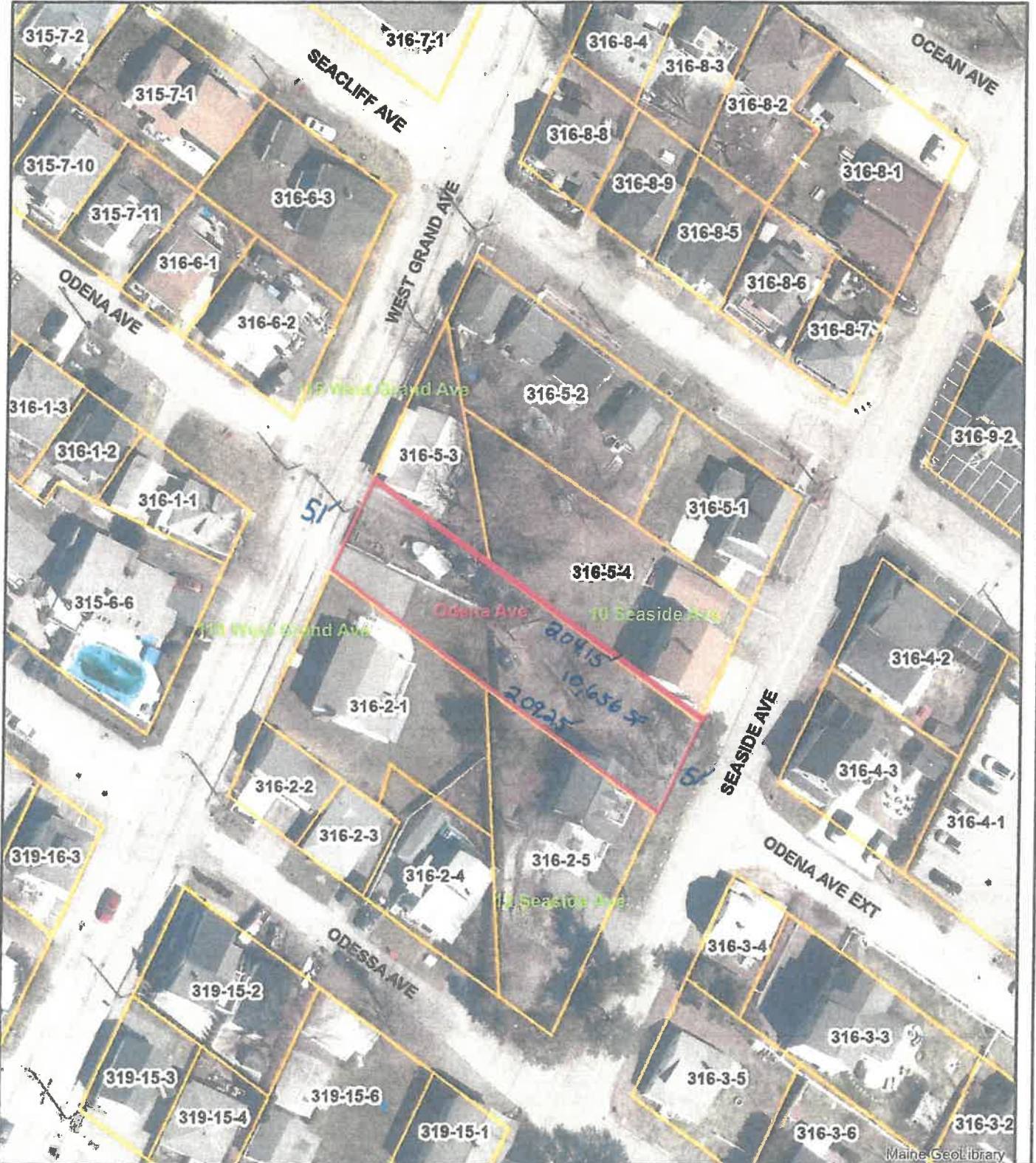
West Grand Ave to Seaside Ave



February 13, 2024

1 inch = 68 Feet

www.cai-tech.com



Maine Geol Library

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any errors or misuse or misrepresentation of this map.

EXHIBIT

1

tabbles



#115

#119

West Grand Ave

tabbles®

EXHIBIT

2



#12

#10

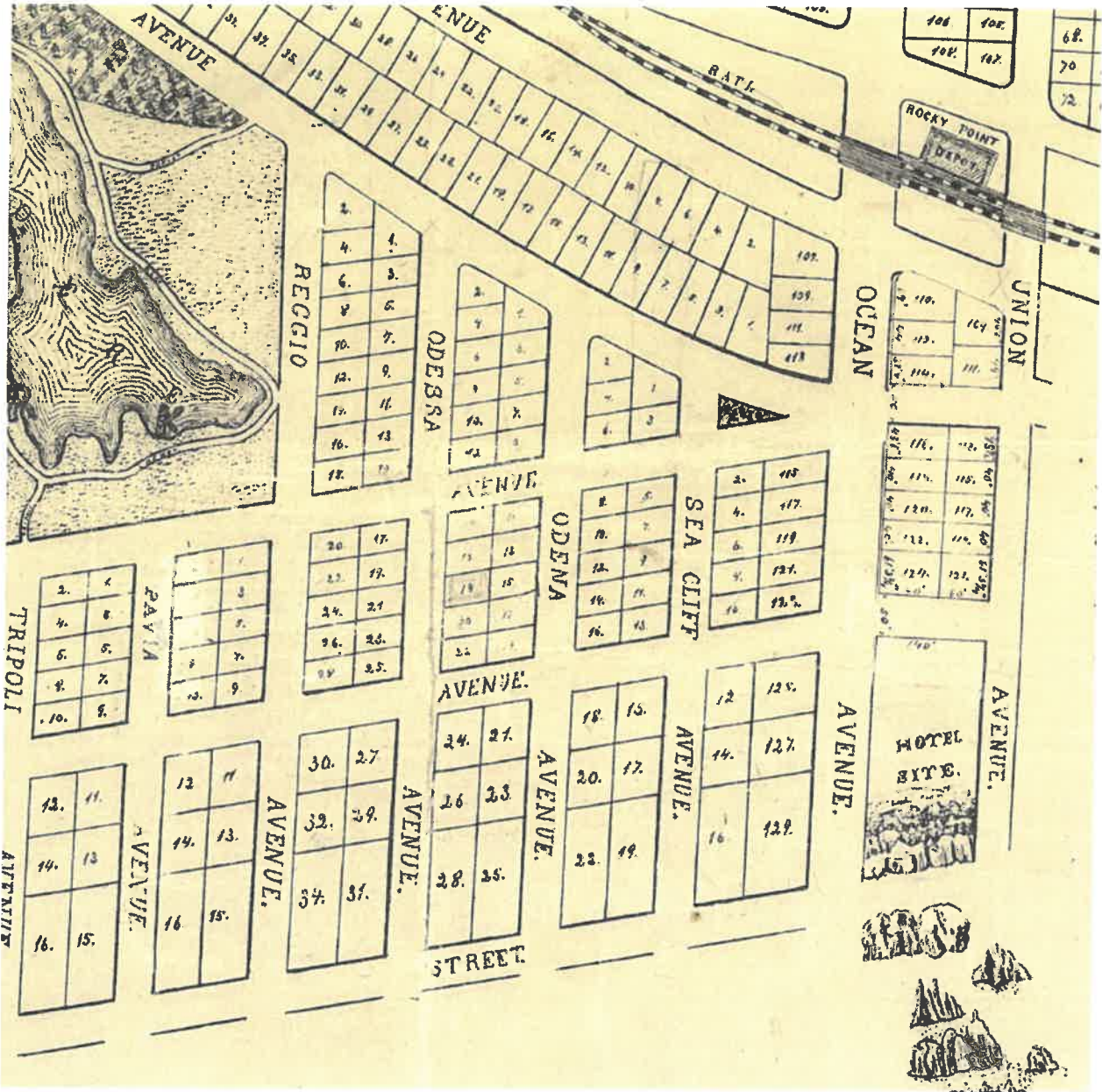
Seaside Avenue
→

tabbles®

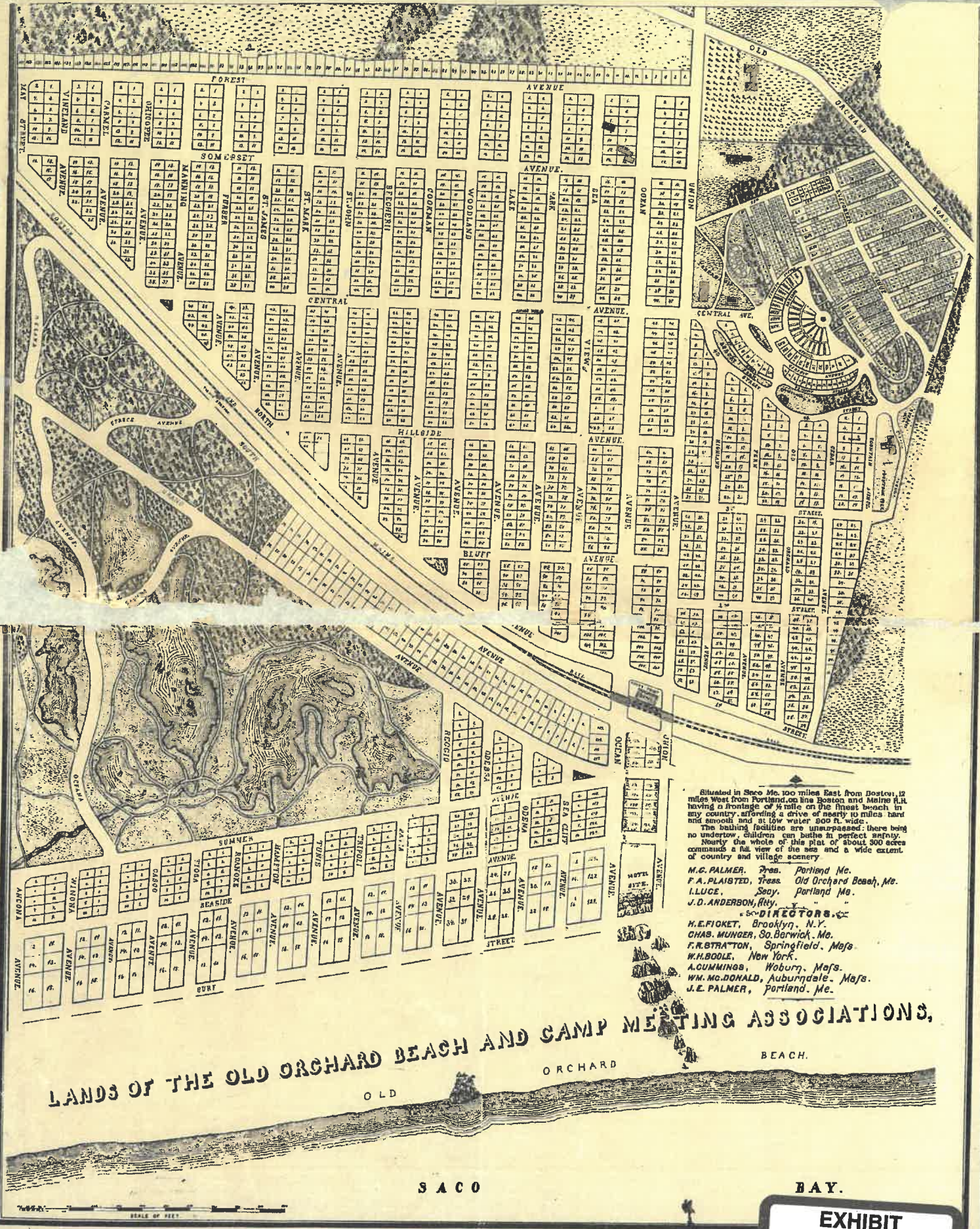
EXHIBIT
3

Lands of Old Orchard Beach and Camp Meeting Association – Plan Book 2 Page 46 1/2; Dated: 3/16/1880.

Enlarged View to show Odena Avenue



tabbles®
EXHIBIT
4



Situated in Seco No. 100 miles East from Boston, 12 miles West from Portland, on the Boston and Maine R.R. having a frontage of 1/2 mile on the finest beach in any country, affording a drive of nearly 10 miles hard and smooth and at low water 200 ft. wide. The bathing facilities are unsurpassed, there being no undertow, children can bathe in perfect safety. Nearly the whole of this plat of about 300 acres commands a full view of the sea and a wide extent of country and village scenery.

- M.C. PALMER, Pres. Portland, Me.
 F.A. PLAISTED, Treas. Old Orchard Beach, Me.
 J. LUCE, Secy. Portland, Me.
 J.D. ANDERSON, Rty.
- DIRECTORS:**
 H.E. FIOKET, Brooklyn, N.Y.
 CHAS. MUNGER, So. Berwick, Me.
 F.R. STRATTON, Springfield, Mass.
 W.H. BOOLE, New York.
 A. CUMMINGS, Woburn, Mass.
 WM. MC DONALD, Auburndale, Mass.
 J.E. PALMER, Portland, Me.

LANDS OF THE OLD ORCHARD BEACH AND CAMP MEETING ASSOCIATIONS.

tabbles

EXHIBIT

5

ODENA AVENUE

Art. 33. Mar. 1, 1926.

Voted to waive the reading of the return and accept as laid out by the Selectmen as amended.

The subscribers, Selectmen of Old Orchard upon the application of Edward Goshen and others, to lay out a town way in said town, beginning at the intersection of W. Grand Avenue and Odena Avenue the proposed way, thence Southerly along said Odena Avenue to Seaside Avenue, having given seven days notice of our intention to lay out the same, and stated in the notice the termini thereof, by posting said notice in two public places in said town, and in the vicinity of the proposed way: to wit: at the Post Office and on the premises in said town on the 30th. day of January 1926 and having met at the time and place appointed for that purpose, and having personally examined the route proposed, are of the opinion that there is occasion for a new town way, for the use of said town as proposed. We therefore lay out said way as follows: beginning at a point on the Southerly side of West Grand Avenue, where said Odena Avenue intersects with West Grand Avenue, the same being shown on Dennetts plan of the Old Orchard Beach Association, and being a reserved way on said plan, and so recorded in the plan book, in the York Registry of Deeds: thence Southerly along said Odena Avenue as shown on said plan to property of one Shakley--as amended by, vote of town at this meeting: said way to be fifty feet in width or such width as is shown on plan heretofore referred to. No land damages are asked or awarded.

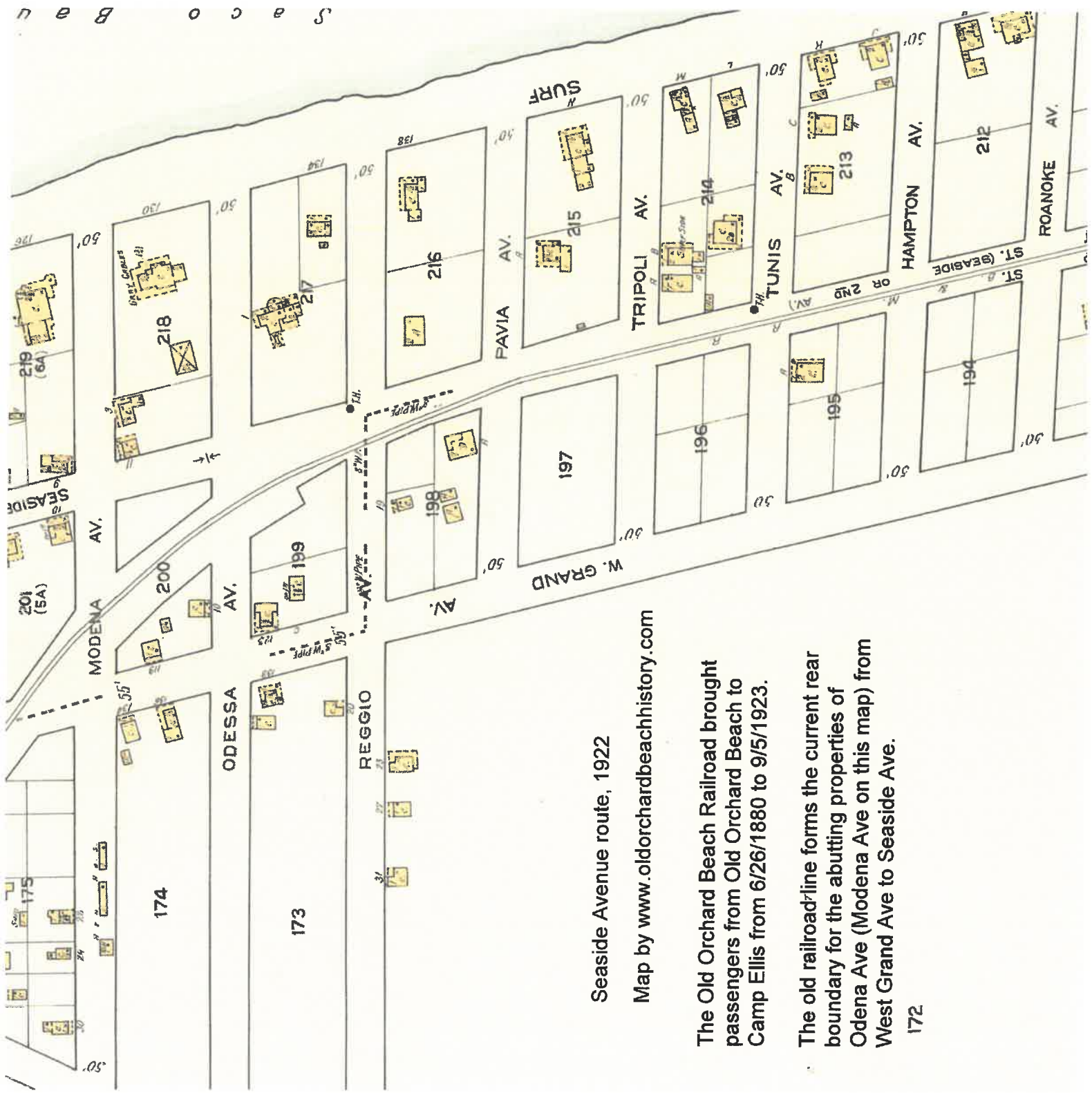
Such laying out with the boundries and admeasurements, has been filed with the Town Clerk on the 20th. day of February, 1926, being seven days before this meeting: and we now hereby report such laying out, with the boundries and admeasurements of the same to the said town, at the meeting of the inhabitants regularly warned and notified, for them to accept and allow the same.

Given under our hands this 20th. day of February A.D. 1926.

Fred I. Luce
Frank H. Libby
Harold F. Hutchinson
Selectmen of Old Orchard.

Odena Ave.
Pg. 3





Seaside Avenue route, 1922

Map by www.oldorchardbeachhistory.com

The Old Orchard Beach Railroad brought passengers from Old Orchard Beach to Camp Ellis from 6/26/1880 to 9/5/1923.

The old railroad line forms the current rear boundary for the abutting properties of Odena Ave (Modena Ave on this map) from West Grand Ave to Seaside Ave.

172

tabbies®

EXHIBIT

7

S a c o B a u

Title 23: TRANSPORTATION

Part 3: LOCAL HIGHWAY LAW

Chapter 304: ACQUISITION OF PROPERTY FOR HIGHWAY PURPOSES

§3026-A. Discontinuance of town ways

A municipality may terminate in whole or in part any interests held by it for highway purposes. A municipality discontinuing a town way or public easement in this State must meet the following requirements. [PL 2015, c. 464, §5 (NEW).]

1. Notification of discontinuance to abutting property owners. The municipal officers shall give best practicable notice to all abutting property owners of a proposed discontinuance of a town way or public easement.

A. For a proposed discontinuance of a town way, the notice must include information regarding the potential discontinuance or retention of a public easement, including maintenance obligations for and the right of access to the way under the discontinuance or retention of a public easement, and information regarding the rights of abutting property owners to enter into agreements regarding maintenance of and access to the discontinued way. [PL 2017, c. 345, §1 (NEW).]

B. For a proposed discontinuance of a town way that is abutted by property not otherwise accessible by a public way, the notice must include information, in addition to the information required in paragraph A, regarding the right of abutting property owners to create private easements and the municipal requirements under subsection 1-A (./23/title23sec3026-A.html). [PL 2017, c. 345, §1 (NEW).]

Paragraphs A (./23/title23sec3026-A.html) and B (./23/title23sec3026-A.html) apply to town ways that are not discontinued as of October 1, 2018.

As used in this subsection, "best practicable notice" means, at minimum, the mailing by the United States Postal Service, postage prepaid, first class, of notice to abutting property owners whose addresses appear in the assessment records of the municipality.

[PL 2017, c. 345, §1 (AMD).]

1-A. Discontinuance after October 1, 2018 of a town way with abutting property not otherwise accessible. A municipality may not discontinue a town way that is not discontinued as of October 1, 2018 pursuant to this section if that town way is abutted by property not otherwise accessible by a public way, unless the municipal officers have complied with this subsection.

A. The municipal officers shall wait one year from the date of notice provided pursuant to subsection 1, paragraph B (./23/title23sec3026-A.html) before proceeding with the discontinuance process, to allow abutting property owners the opportunity to grant private easements that run with the title of the property owners' land for the purpose of allowing travel along the way for all abutting property owners and their lessees and guests. [PL 2017, c. 345, §2 (NEW).]



2018, in a municipality in which the municipal legislative body is the town meeting, the vote must be conducted at the next regularly scheduled annual town meeting.

[PL 2017, c. 345, §3 (AMD) .]

5. Certificate of discontinuance filed. The municipal clerk shall record an attested certificate of discontinuance after a vote by the municipal legislative body under subsection 4 in the registry of deeds. The certificate must describe the town way or public easement and the final action by the municipal legislative body. The date the certificate is filed is the date the town way or public easement is discontinued. The registry of deeds shall record a certificate of discontinuance under the name of the town way or public easement, the name of the municipality and the names of the abutting property owners. The municipal clerk shall provide a photocopy of the certificate to the Department of Transportation, Bureau of Maintenance and Operations.

[PL 2015, c. 464, §5 (NEW) .]

6. Utility easement. An easement for public utility facilities necessary to provide or maintain service remains in a discontinued town way regardless of whether a public easement is retained. Upon approval by a municipal legislative body of an order to discontinue a town way and retain a public easement, unless otherwise stated in the order, all remaining interests of the municipality, if any, pass to the abutting property owners in fee simple to the center of the way.

[PL 2015, c. 464, §5 (NEW) .]

SECTION HISTORY

PL 2015, c. 464, §5 (NEW) . PL 2017, c. 154, §3 (AMD) . PL 2017, c. 345, §§1-3 (AMD) .

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.
If you need legal advice, please consult a qualified attorney.

[Office of the Revisor of Statutes \(mailto:webmaster_ros@legislature.maine.gov\)](mailto:webmaster_ros@legislature.maine.gov) · 7 State House Station · State House Room 108 · Augusta, Maine 04333-0007

Data for this page extracted on 10/30/2023 08:34:32.

AFFIDAVIT

STATE OF MAINE
COUNTY OF YORK

November 21, 1986

I, BERNARD W. EMERY, having been duly sworn, depose and state as follows:

1. I am Bernard W. Emery. I am the Tax Assessor of the Town of Old Orchard Beach. My averments in this Affidavit are based upon my own knowledge and belief. I am personally aware of the location and condition of the portion of Odena Avenue in the Town of Old Orchard Beach, situated between West Grand Avenue, Seaside Avenue, Odessa Avenue and Seacliff Avenue (the "Roadway").

2. The portion of Odena Avenue shown on the "Dennett Plan", recorded in the York County Registry of Deeds in Plan Book 2, Page 46-1/2, which contains the Roadway, was laid out as a town way by the Selectmen of the Town of Old Orchard Beach pursuant to Article 33, dated March 1, 1926.

3. The Roadway has not been kept passable for the use of motor vehicles at the expense of the Town of Old Orchard Beach or County of York for any time later than January 1, 1945.

4. To the best of my knowledge and belief, the Roadway is overgrown with trees and has not been used since at least January 1, 1945.

State of Maine
County of York SS

Bernard W. Emery
Bernard W. Emery

Subscribed and sworn to before me,

Maureen M. O'Leary
Notary Public
MAUREEN M. O'LEARY
Comm. Exp. 5/8/88



TOWN OF OLD ORCHARD BEACH, MAINE
REGULAR COUNCIL MEETING
FEBRUARY 17, 1987
TOWN HALL COUNCIL CHAMBERS - 7:00 P.M.

MINUTES

Chairman Horace Allen called the meeting to order and led in the Pledge to the Flag. Responding to Roll Call were Council Members Gerald Verrier, Paul Ladakakos, George Kerr, Donna Gagne and Mr. Allen.

MEETING OPENED
PLEDGE TO FLAG
ROLL CALL

Mr. Kerr motioned and Mr. Ladakakos seconded that Mr. Plante serve as Secretary Pro-Tem
Vote was unanimous.

Motion was made by Mr. Verrier and seconded by Mr. Ladakakos to table the minutes of 12/23/86 and 2/3/87 until a later date.
Vote was unanimous.

TABLE MINUTES
of 12/23/86 &
2/3/87

Motion made by Mr. Ladakakos and seconded by Mr. Kerr to accept license for William Ward subject to X-rated tapes being segregated.
Vote was unanimous.

BUSINESS LICENSE:
William Ward

The report regarding the School Department was withdrawn pending further information.

REPORT: SCHOOL
COMMITTEE

The HD claim, so-called, a matter of long standing, was finally resolved with Mr. Kerr making the motion and Mr. Ladakakos seconding to tender \$10,000 immediately and a balance of \$24,514 on or due before July 15, 1987 against total claim of \$65,000+ as full and final settlement.
Vote was unanimous. *amended. see minutes of 2/17/87*

REPORT: HD CLAIM

Item #25 was withdrawn pending an update of the report by Paul Wright.

TABLED ITEM #25
REPORT: AD HOC COM.

After several preliminary motions failing because of either a lack of a second or a withdrawal of the original motion and the second, Mr. Verrier moved that we do not discontinue a portion of Odessa Avenue.
Those voting in favor - Mr. Verrier, Mr. Kerr, Mrs. Gagne and Mr. Allen
Voting No - Mr. Ladakakos

TABLED ITEM #29
DISCONTINUANCE OF
PORTION OF ODESSA
AVENUE

**VOTED NOT TO
DISCONTINUE A
PORTION OF
ODESSA AVE**

Mr. Ladakakos to abate the 1985 taxes

ITEM #36-DISBANDING
AD HOC TRAFFIC COM.

by Mr. Ladakakos that we accept the
for \$11,686. The money to be taken

ITEM #37-ABATEMENT
OF ROBERT HAKIM
1985 BUS/PER. TAX

by Mr. Ladakakos not to license or

ITEM #38-POLICE
CRUISER PURCHASE

ITEM #39-NO OUT-
SIDE DISPLAYS





Town Of Old Orchard Beach
1 Portland Ave, Old Orchard Beach, ME 04064

Memories Start Here

March 5, 2024

Michael J. O'Connor
4807 Sawgrass Breeze Dr.
Palm Beach, FL 33418

RE: Notice of Proposed Discontinuance of a portion of Odena Avenue

Dear Mr. O'Connor:

Our records show that you own property abutting Odena Avenue. This is to notify you that the Town Council propose to initiate the process to consider whether to issue an order to discontinue a portion of Odena Avenue beginning at West Grand Avenue to Seaside Avenue and will determine damages, if any, to be paid to abutting property owners.

A portion of Odena Avenue is now a town way approximately 51 feet wide beginning at West Grand Avenue and running for a distance of approximately 205 feet in a generally easterly direction, as shown more particularly on the Town Tax Map number 316 on file at the Town Office. The Town Council does not intend to retain a public easement in the road.

If an Order of Discontinuance is issued and subsequently approved by the Town Council, the Town will have no obligation to maintain, repair or plow the road but the public will still have the right to travel over it unless the public easement is extinguished as well. If the public easement is also extinguished, the Town will have no obligation to maintain, repair or plow the road and the public will not have a right to travel over it. Ownership of the road is generally presumed to revert to the abutting landowners to the center line.

As an abutting property owner, you would have the right to maintain a discontinued road and to form a road association or enter private agreements to maintain, plow and repair the road if it is discontinued with or without a public easement. Abutting property owners have the right to establish private easements to provide access to their property if they do not already possess a private right of access over a discontinued road.

These matters will be discussed at a future meeting of the municipal officers on **Tuesday, March 19, 2024** and at a public hearing to be held at a later date. As an abutter, you or your designated agent are invited to attend the meeting, and to attend and be heard at the public hearing.

OLD ORCHARD BEACH TOWN COUNCIL

Dated: March 5, 2024

Shawn O'Neil, Chairman

Shawn Kenneth Blow, Vice Chair

V. Louise Reid

Connor Rague

Michael Tousignant

Owner of 10 Seaside Avenue
Map/Lot: 316-2-5



Town Of Old Orchard Beach
1 Portland Ave, Old Orchard Beach, ME 04064

Memories Start Here

March 5, 2024

Robert & Jenny Hallett
1 East Grand Ave #401
Old Orchard Beach, ME 04064

RE: Notice of Proposed Discontinuance of a portion of Odena Avenue

Dear Mr. & Mrs. Hallett:

Our records show that you own property abutting Odena Avenue. This is to notify you that the Town Council propose to initiate the process to consider whether to issue an order to discontinue a portion of Odena Avenue beginning at West Grand Avenue to Seaside Avenue and will determine damages, if any, to be paid to abutting property owners.

A portion of Odena Avenue is now a town way approximately 51 feet wide beginning at West Grand Avenue and running for a distance of approximately 205 feet in a generally easterly direction, as shown more particularly on the Town Tax Map number 316 on file at the Town Office. The Town Council does not intend to retain a public easement in the road.

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OLD ORCHARD BEACH TOWN COUNCIL

Dated: March 5, 2024

Shawn O’Neil, Chairman

Shawn Kenneth Blow, Vice Chair

V. Louise Reid

Connor Rague

Michael Tousignant

Owner of 12 Seaside Avenue
Map/Lot: 316-2-5



Town Of Old Orchard Beach
1 Portland Ave, Old Orchard Beach, ME 04064

Memories Start Here

March 5, 2024

Frank Peitrasiuk, Jr.
184 Pitcher St
Montgomery, MA 01085

RE: Notice of Proposed Discontinuance of a portion of Odena Avenue

Dear Mr. Peitrasiuk:

Our records show that you own property abutting Odena Avenue. This is to notify you that the Town Council propose to initiate the process to consider whether to issue an order to discontinue a portion of Odena Avenue beginning at West Grand Avenue to Seaside Avenue and will determine damages, if any, to be paid to abutting property owners.

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OLD ORCHARD BEACH TOWN COUNCIL

Dated: March 5, 2024

Shawn O’Neil, Chairman

Shawn Kenneth Blow, Vice Chair

V. Louise Reid

Connor Rague

Michael Tousignant

Owner of 115 West Grand Avenue
Map/Lot: 316-5-3



Town Of Old Orchard Beach
1 Portland Ave, Old Orchard Beach, ME 04064

Memories Start Here

March 5, 2024

Copy sent to Chris Neagle, Esq. via Email to chris@neaglelaw.com

Dianna A. & Richard Courtemanche
3508 Donoso Crt
Naples, FL 34109

RE: Notice of Proposed Discontinuance of a portion of Odena Avenue

Dear Mr. & Mrs. Courtemanche:

Our records show that you own property abutting Odena Avenue. This is to notify you that the Town Council propose to initiate the process to consider whether to issue an order to discontinue a portion of Odena Avenue beginning at West Grand Avenue to Seaside Avenue and will determine damages, if any, to be paid to abutting property owners.

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OLD ORCHARD BEACH TOWN COUNCIL

Dated: March 5, 2024

Shawn O'Neil, Chairman

Shawn Kenneth Blow, Vice Chair

V. Louise Reid

Connor Rague

Michael Tousignant

Owner of 119 West Grand Avenue
Map/Lot: 316-2-1

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Peggy Perrett & Roserie Rinaldi, Parrett Family Realty Trust A, (318-8-8), 41 Reggio Avenue, one (1) year-round short-term rental.

Ridge Realty LLC, Isaac Herman, (308-2-9), 28 Washington Avenue, five (5) year-round short-term rentals.

Potential LLC, (304-2-4), 73 East Grand Avenue, three (3) seasonal rentals.

Nicholas Andrews, (105-4-4), 98 Ross Road, one (1) year-round short-term rental.

Phillip Malonson, (305-6-11-4), 66 East Grand Avenue #4, one (1) year-round short-term rental.

Kenneth & Debora McPhillips, (312-11-8) 49 Atlantic Avenue, one (1) year-round short-term rental.

Paul & Leslie Puchalski, (304-4-3), 6 York Street, one (1) seasonal short-term rental.

Chris & Meredith Beletti, (309-2-10), 5 Washington Avenue, one (1) year-round short-term rental.

Steven & Jo Ann Fontaine, (316-5-1), 8 Seaside Avenue, one (1) year-round rental.

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #8137

Discussion with Action: Approve the Memorandum of Agreement between York County and the Town of Old Orchard Beach to formalize the commitment of the Town and to outline a framework for the use and funding of dredging operations in Old Orchard Beach, to address dune restoration and beach nourishment mitigation efforts, which will later be memorialized in a formal contract and to authorize the Town Manager to sign the Memorandum of Agreement.

Chair: Shawn O'Neill



County of York
45 Kennebunk Road
Alfred, ME 04002

Ph: 207.459.2500
Fax: 207.324.9494
www.yorkcountymaine.gov

MEMORANDUM OF AGREEMENT

This Agreement is made by and between York County and the Town/City of _____
(each individually a “Party”, or collectively, the “Parties”).

PURPOSE. The purpose of this Agreement is to formalize the commitment of the Towns and York County to outline a framework for the use and funding of dredging operations which will later be memorialized in a formal contract.

USE: York County’s Dredge can be used to collect sand and deposit it on the shorelines, thereby restoring dunes and beaches to pre-disaster condition and making more resilient by bolstering the structure and appearance of the beaches in York County and compensating for the sand lost to storm erosion.

STAFFING: The County intends to contract out the staffing of the Dredge to established and experienced dredging companies and/or personnel.

FUNDING: The County agrees to cover all startup costs associated with the Dredge including, but not limited to, costs associated with the transport, assembly, movement, maintenance (including preventive maintenance), and seaworthiness of the Dredge; the staffing of the Dredge; and any administrative oversight and record keeping associated with the dredging process.

However, there is also a significant amount of engineering work and other professional services that will be required prior to the start of dredging operations. The County agrees to coordinate those engineering and professional service efforts, make any advance payments for those services, and then invoice each Town for those costs on a proportionate basis as they are incurred. The objective of this process is to attempt to make sure that dredging operations are planned and conducted in a manner consistent with federal permitting requirements and other state and federal regulations. The goal of this step would be to develop the costs associated with the defined project in each town/city.

Before actual dredging projects commence, a contract will be developed between the County and Town/City outlining the specific project.



County of York
45 Kennebunk Road
Alfred, ME 04002

Ph: 207.459.2500
Fax: 207.324.9494
www.yorkcountymaine.gov

TRAINING: The Towns will agree to make their Harbor Masters or other designated individual available for training on the Dredge on such dates as may be provided to them by the County.

INDEMNIFICATION: Each party will agree to indemnify any other party from the negligent acts of its employees. All parties will agree to hold the County harmless from the use or of the Dredge and all dredging operations.

Date: _____

Date: _____

Signed: _____

Signed: _____

Name: Greg Zinser

Name: _____

Title: York County Manager

Title: _____

AGENDA ITEM #8138

Discussion with Action: Act on Warrant and Notice of Election calling a Regional School Unit No. 23 Budget Validation Referendum on June 11th, 2024.

Chair: Shawn O'Neill

AGENDA ITEM #8139

Discussion with Action: Approve the contract between the Town of Old Orchard Beach and the Old Orchard Beach Waste Water Employee's Association effective May 1, 2024 through June 30, 2027.

Chair: Shawn O'Neill

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AGREEMENT BETWEEN

TOWN OF OLD ORCHARD BEACH

WATER POLLUTION CONTROL FACILITY

AND

OLD ORCHARD BEACH WASTE WATER EMPLOYEE'S ASSOCIATION

~~JULY~~ MAY 1, 2021~~4~~ TO JUNE 30, 2027~~4~~

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53

54

55 **AGREEMENT**

56
57 This Agreement is entered into by the Town of Old Orchard Beach, hereinafter referred to as
58 the "Employer", and Old Orchard Beach Waste Water Employees Association, hereinafter
59 referred to as the "Association."

60 **ARTICLE 1: RECOGNITION**

61
62 **Section 1:** The Employer recognizes the Association as the sole and exclusive bargaining agent
63 for the purpose of establishing salaries, wages, hours and working conditions pursuant to 26
64 M.R.S.A. 965 for all employees of the Waste Water Department of Old Orchard Beach who are
65 Association members and who are public employees as defined by M.R.S.A 962. This includes
66 all public employees, except the Waste Water Superintendent.
67

68
69 **Section 2:** All new employees shall serve a probationary period of six (6) months after
70 beginning employment as public employees defined in Section 1 above during which
71 time the Town may remove the probationary employee at any time.
72

73 After thirty (30) days, the probationary employee, when hired for a permanent position, shall be
74 subject to all other clauses of this Agreement.
75

76 **ARTICLE 2: ASSOCIATION SERVICE FEE**

77
78 Any present or future employee who is not an Association Member and does not make
79 application for membership, may at the employee's request, sign a payroll deduction form to
80 voluntarily pay to the Association each week a service charge as a voluntary contribution
81 towards the administration of his/her Agreement in an amount of the employee's choice.
82

83 It is understood that the Town will only collect dues and service fees when an
84 employee has signed a check-off authorization form. It is understood that the Town
85 will not be required to take any disciplinary action against any employee who does not
86 sign a check-off authorization. The Association shall indemnify, defend and hold the
87 Employer harmless against all claims, suits, legal costs, and penalties which may arise
88 by reason of any action taken in making deductions of said Association fees and
89 remitting the same to the Association pursuant to this Article.
90

91
92 **ARTICLE 3: ASSOCIATION MEMBER DEDUCTIONS**

93
94 The Association shall have the exclusive right to Association deductions for employees included
95 within the applicable bargaining unit and subject to the following provisions:

96 The Employer agrees to deduct the Association's weekly membership dues, voluntary fair share
97 fees from the pay of those employees who individually request in writing that such deductions
98 be made. The amounts to be deducted shall be certified to the Employer by OOBWWEA, and
99 the aggregate deductions of all employees shall be submitted together with a list of employees
100 having deductions made and the total amounts deducted for each of those employees to the
101 Association in a weekly check.

102 The written authorization for payroll deductions of Association membership dues shall be
103 irrevocable during the term of this Agreement except that an employee may revoke the
104 authorization, provided the employee notifies, in writing, the Employer and OOBWWEA at least
105 thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.
106 The Association shall indemnify, defend and hold the employer harmless against all
107 claims, suits, legal costs, and penalties which may arise by reason of any action taken
108 in making deductions of said dues and remitting the same to the Association pursuant
109 to this Article.
110

111

112 **ARTICLE 4: HOURS OF WORK**

113

114 Section 1 - Regular Hours

115

116 The regular hours of work each day shall be consecutive, except for interruptions for lunch
117 periods. References to consecutive hours of work in the balance of this Article shall be
118 construed generally to include lunch periods.
119

120 Section 2 - Work Day

121

122 The regular work day for Wastewater Pollution Control Facility personnel shall be from Monday
123 through Thursday 6:30 a.m. to 3:00 p.m. and 6:30 am to 12:30 on Fridays.
124

125 The employee's will have up to fifteen (15) minutes clean up time at the end of the work shift.
126 The employee's will have the option of working (4) four (10) ten hour days Monday through
127 Thursday. Management reserves the right to return to the regular work day as outlined above
128 with a fourteen (14) day notice
129

130 The primary on-call personnel shall receive thirty dollars (\$30.00) pay for each weekday they
131 carry the pager with the exception of holidays. In addition, the primary call personnel shall
132 receive seventy five dollars (\$75.00) pay for each Saturday, Sunday and full holidays that they
133 carry the pager and three (3) hours overtime pay for each scheduled maintenance check for
134 each Saturday, Sunday, and full holidays that they carry the pager.
135

136

137 Secondary on-call personnel shall receive ten dollars (\$10.00) pay for each weekday they carry
138 the pager with the exception of holidays. Beginning on July 1, 2020, the secondary on-call
139 personnel shall receive fifteen dollars (\$15.00) pay for each weekday they carry the pager with
140 the exception of holidays. In addition secondary on-call personnel shall receive fifty dollars
141 (\$50.00) pay for each Saturday, Sunday and full holiday(s). Secondary on-call personnel shall
142 receive one hour (1) of overtime to answer and solve issues by phone with the primary on-call
143 personnel. This overtime is not in addition to the normal call hours, if the on-call personnel
144 must report to the Department to correct the issue.

145 Employees on-call shall carry a pager for seven (7) days, twenty-four (24) hours per day
146 beginning on Monday at their regular shift. Employees shall be paid all other hours in the event
147 of a call out during their period of stand-by in accordance with Article 12. Said employees shall
148 be provided with a pager with the most optimum range. Weekend duties may be split with
149 notification to the superintendent by the end of the work day Thursday. Any additional changes

150 regarding the work week and/or work day may be negotiated at will upon the consent of both
151 parties.

152
153 Section 3: During emergency situations, after employees have worked sixteen (16) consecutive
154 hours, the Employer may send an employee home to rest for a maximum of eight (8) hours. In
155 the event this situation occurs, the Employer shall not assign the Town equipment to any part-
156 time or emergency employee except in an emergency as determined by the Waste Water
157 Superintendent.

158
159 If an employee is sent home to rest and told to return at a certain time and then his/her
160 scheduled return is cancelled, said employee shall receive a minimum of six (6) hours pay.

161
162 Section 4: Employees with a Saturday, Sunday or holiday duty are expected to complete work
163 between the hours of 7:00am and 10:00am.

164
165

166 **ARTICLE 4A: WORK WEEK**

167

168 Section 1: All hours worked outside of the regular work day described in Article 4,
169 Section 2 shall be paid at the rate of one and one half (1½) times the employee's
170 regular rate of pay. Overtime compensation shall not be paid more than once for the
171 same hours under any provision of the Article, the Agreement, or State or Federal law.

172
173

174 Section 2: Compensatory Time

175

176 If an employee makes a request to receive compensatory time for overtime hours worked, the
177 Superintendent or his/her designee shall make the sole determination as to whether or not to
178 grant compensatory time-off for overtime worked or pay overtime. Compensatory time shall
179 only accumulate for up to forty (40) hours. Use of compensatory time shall be used with the
180 expressed permission of Superintendent. Compensatory time may be used in hourly
181 increments.

182 Hours earned shall be used or paid out within the same calendar year that they are earned.
183 Employees may submit a written request for a pay out of accrued compensatory time, to the
184 Director and HR, such notice shall be at least two (2) weeks in advance of payout.
185 All accrued compensatory time earned balances shall be paid out on the second pay check of
186 December. No additional time can be earned from payout to the end of the calendar year.

187
188

189 Standby hours may not be converted to compensatory time.

190

191 Section 3 Hazardous Pay
192 The Town agrees to pay an employee at time and a half (1½) while they are performing work in
193 a "permitted" below grade Confined Space Entry.

194
195

196 **ARTICLE 5: REST PERIODS**

197

198 Section 1: All employees' work schedules shall provide for a twenty (20) minute rest period
199 during the morning one-half (½) shift. The rest period shall be scheduled, by the Supervisor, at

199 an appropriate time of his/her one-half (½) shift whenever this is feasible. All other personnel
200 will be granted two (2) fifteen (15) minute breaks - one (1) mid-morning and one (1) mid-
201 afternoon.

202
203 Section 2: Employees who for any reason work beyond their regular quitting time into the next
204 shift shall receive a fifteen (15) minute rest period before they start to work on such next shift.
205 In addition, they shall be granted the regular rest periods that occur during his/her shift.

206
207

208 **ARTICLE 6: MEAL PERIODS**

209

210 Section 1: All employees shall be granted a lunch period during each work shift. Whenever
211 possible, the lunch period shall be scheduled at the middle of each shift, from 12:00 noon to
212 12:20 p.m.

213
214

215 **ARTICLE 7: HOLIDAYS**

216

217 Section 1: Holidays Recognized and Observed

218

219 The following days shall be recognized and observed as paid holidays:

220

221 New Year's Day	228 Labor Day
222 Martin Luther King Day	229 Columbus Day Indigenous Peoples Day
223 Washington's Birthday	230 Veteran's Day
224 Patriot's Day	231 Thanksgiving Day
225 Memorial Day	232 Day after Thanksgiving Day
226 Juneteenth (June 19 th)	233 ½ day for Christmas Eve
227 Independence Day	234 Christmas Day

235

236 Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which
237 they perform no work.

238

239 Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be
240 observed as the holiday.

241

242 Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be
243 observed as the holiday.

244

245 Section 2: Eligibility Requirements

246

247 Employees shall be eligible for holiday pay under the following conditions.

248

249 A. The employee would have been scheduled to work on such day if it had not been observed as a
250 holiday.

251

252 B. The employee worked his/her last scheduled work day prior to the holiday and the day after,
253 unless he/she is on an approved medical leave of absence or preapproved vacation excused by the

254 ~~employer, or he is absent for any reasonable purpose~~ as determined by the Waste Water
255 Superintendent.

256
257 C. If a holiday is observed on an employee's schedule day off or during his/her vacation, he/she
258 shall have another day off.

259 Section 3: Holiday Pay

260
261 Eligible employees who perform no work on a holiday shall be paid their regularly scheduled work
262 day hours for that holiday at their current hourly rate of pay.

263 Example:

264
265 10 hours = 10 hours
266 8.5 hours = 8.5 hours
267 6 hours = 6 hours

268
269 Section 4: Holiday Work

270
271 If an employee works on any of the holidays listed above, he/she shall be paid the following rate of
272 pay in addition to his/her holiday pay:

273
274 Time and one-half (1½) his/her regular hourly rate for all hours worked.

275
276 **ARTICLE 8: SICK LEAVE**

277
278 Section 1: Allowance

279 Any employee contracting or incurring any non-service connected sickness or disability which
280 renders such employee unable to perform the duties of his/her employment shall receive earned
281 sick leave with pay. This includes when an employee is required to quarantine for the mandated
282 number of days because you were notified and required to do so by CDC, medical professional or
283 by the Town, whether symptomatic or non-symptomatic. Sick leave, with pay, will be granted for
284 care of immediate family members. Immediate family members for his/her section shall be defined
285 as parents, spouse, and children.

286
287 The Department Head, or designee, may, after three (3) days as a condition precedent to
288 continuance of sick pay, require a certificate of a qualified physician certifying the condition of the
289 employee or of the employee's child, spouse or parent to be such as to justify the continued
290 absence from employment.

291
292
293 Employees shall accrue 1.846 hours per weekly pay period up to a maximum of nine hundred and
294 sixty (960) hours. Sick leave provisions shall not apply in cases of injury on the job. If the employer
295 has reason to believe that an employee is not sick, said employee shall be required to submit for
296 just cause, to the Town, proof of sickness from a doctor selected by the Town, at the town's
297 expense. Sick time may be used in hourly increments.

298
299
300 Employees who are in good standing shall be ~~compensated in cash~~ paid out for fifty percent (50%) of
301 their accumulated unused sick leave when they are permanently separated from employment as a
302 result of voluntary resignation or retirement if the employee has worked for the Town for a period of
303 ten (10) years or more. Employees with five (5) years of service, but less than ten (10) years, shall

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304 receive twenty five percent (25%) of their accumulated unused sick leave upon a voluntary
305 separation. Any employee with less than five (5) years of service shall not receive any cash value
306 for accumulated unused sick leave. In the event of death, one hundred percent (100%) payment is
307 to be made to the estate or beneficiary of the employee.
308

309 The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in
310 effect on the pay day immediately preceding the employee's separation. Payment shall be made
311 within fourteen (14) days of separation unless mutually agreed otherwise.
312

313 Section 2: Extended Leave

314 An employee who is absent from their employment because of illness or injury, not arising out of their
315 employment, or because they shall have been granted leave of absence for any other reason, shall
316 retain their status as an employee for a period of twelve (12) months. Their status as an employee
317 may be extended for further periods at the discretion of the Town upon written notice to the
318 Association prior to the expiration of said twelve (12) month period. Any extension shall be for a
319 time-specific period, and must be made upon written notice to the Association.
320

321 ~~Section 3: Sick Leave Incentive~~

322
323 ~~Employees who use twenty four (24) hours of sick time or less in a calendar year (Jan-Dec) shall be~~
324 ~~entitled to one (1) vacation day.~~
325

326 **ARTICLE 9: SENIORITY**

327
328
329 Section 1: A seniority list shall be established listing all employees covered by this Agreement, with
330 the employee with the greatest seniority listed first. Seniority shall be based on the employee's date
331 of hire and shall be retained by an employee for twenty-four (24) months from the date of
332 termination.
333

334 Section 2: Seniority shall be considered in all matters affecting transfer, work shift, reduction in work
335 force, recall, vacation preference and promotions. In the case of promotions, seniority shall be the
336 determining factor provided the employees who are being considered for promotion are equally
337 qualified.
338

339 Section 3: Promotions

340 The term promotion, as used in the provision, means the advancement of the employee to a higher
341 paying position or the reassignment of an employee - at the employee's request to a position the
342 employee considers to be in his/her best interest regardless of the rate of pay.
343
344

345 A. Whenever a job opening occurs - other than a temporary opening as defined below - in any
346 existing job classification or as a result of development or establishment of new job classifications, a
347 notice of such opening shall be posted on all bulletin boards for ten (10) working days.
348

349 B. During this period, employees who wish to apply for an open position or job - including
350 employees on layoff - may do so. The application shall be in writing and it shall be submitted to the
351 employee's immediate supervisor.
352

353 C. The Employer may fill the opening by promoting from among the applicants if qualified.
354

355 D. Employees who are promoted shall serve a sixty (60) day probationary period, during which time
356 management may require the employee to go back to his/her original position. If the employee feels
357 that they cannot cope with the new position, they may return to their original position within twenty
358 (20) days.

359
360 E. Temporary job openings are defined as job vacancies that may periodically develop in any job
361 classification but do not exceed ten (10) days. Job openings that recur on a regular basis that
362 remain open more than the ten (10) days at a time shall not be considered temporary job openings,
363 excluding summer help.

364
365 F. Temporary job openings may be filled by an employer assignment or reassignment, and the
366 assignment or reassignment shall be made in terms of a promotion based upon seniority.
367 Temporary assignments shall be considered as training assignments by which an employee may
368 obtain experience that will enable him to qualify for future promotions.

369
370 G. Employees assigned to temporary job openings shall be paid the wage rate established for the
371 job or their own wage rate whichever is higher providing a thirty (30) day training period has been
372 logged to the credit of an individual employee. Said thirty (30) days need not be consecutive.

373 374 Section 4: Transfer to Other Jobs

375
376 Employees desiring to transfer to other jobs may submit an application in writing to their immediate
377 supervisor. The application shall state the reason for the requested transfer.

378 Employees requesting transfers, for reasons other than the elimination of jobs, may be transferred
379 to equal or lower paying job classification on the basis of seniority.

380 381 Section 5: New or Vacant Jobs

382
383 New jobs or vacancies in existing job classifications (job vacancies are existing job classifications
384 that are not occupied due to a curtailment of operations, employee illness, employee leaves of
385 absence, or any other reason) may be filled initially by the Employer on the basis of temporary
386 transfer. During the period of temporary transfer, the job may be posted on all bulletin boards.
387 Employees desiring to transfer to the job may submit an application in writing to their immediate
388 supervisor. The Employer upon awarding the job, shall fill the new job classification or the vacant
389 job within (10) days. Applicants from outside the bargaining unit shall start at the first step of the
390 wage scale.

391 392 Section 6: Lay Off and Recall

393
394 In the event it becomes necessary to lay off employees for any reason, employees in the same
395 classification shall be laid off in the inverse order of their seniority, and shall be recalled from layoff
396 according to their seniority. For purposes of this/her section seniority shall be the time within the
397 bargaining unit.

398
399 In the event of a layoff or a reduction in the size of the work force an employee may bump an
400 employee in a lower classification provided that there is an employee with less seniority to be
401 bumped. The employee who is bumped shall enjoy similar bumping rights. No employee may
402 bump into a job for which he is not experienced or qualified nor may an employee bump in any
403 instance in which there is no junior employee for him to replace.

404
405 Employees on layoff shall retain pension and all other seniority rights for up to twenty-four (24)
406 months while on layoff.

407

408 No new employees shall be hired until all employees in the same classification on layoff status
409 desiring to return to work have been recalled. All employees recalled from layoff shall be returned to
410 the job classification from which they were laid off.

411
412

413 **ARTICLE 10: ANNUAL VACATIONS**

414

415

416 Employees hired prior to 7/1/18 shall accrue vacation as follows:

417

YEARS OF CONTINUOUS SERVICE (BEGINNING ACCRUAL)	MAXIMUM ANNUAL VACATION HOURS ACCUMULATION	HOURS OF VACATION ACCRUED PER WEEKLY PAY PERIOD
Date of hire through 3 rd year	80 -160 hours	1.538 hours
Beginning 4 th year through 10 th year	120 -200 hours	2.307 hours
Beginning 11 th year through 20 th years	160 -240 hours	3.076 hours
Beginning 21 st year to retirement	200 -280 hours	3.846 hours

418

419

420 Employees hired as of 7/1/18 shall accrue vacation as follows:

421

YEARS OF CONTINUOUS SERVICE (BEGINNING ACCRUAL)	MAXIMUM ANNUAL VACATION HOURS ACCUMULATION	HOURS OF VACATION ACCRUED PER WEEKLY PAY PERIOD
Date of hire through 11 th year	120 -200 hours	2.307 hours
Beginning 12 th year to retirement	160 -240 hours	3.076 hours

422

423

424 Section 1: Employees shall begin accruing vacation time annually upon date of hire, however shall
425 not be entitled to their accrued time until completion of their six (6) month probationary period. The
426 employee shall be allowed to carry eighty hours (80) of vacation into a subsequent year. If the
427 employee reaches the maximum allowed hours, the employee shall not accrue said time until they
428 bring the hours down below the maximum allowed limit, upon which said time shall start to accrue
429 again.

430

431

432

433 Section 2: Employees hired prior to 7/1/2015, are grandfathered and shall be accruing vacation
434 time in the current year to be used after their next year's anniversary date. ~~The employee shall be~~
435 ~~allowed to carry eighty hours (80) of vacation into a subsequent year.~~
436 ~~Employees hired after 7/1/2015, shall be allowed to carry over eighty hours (80) of vacation leave. If~~
437 ~~the employee has more than the allowed hours to carry over, the employee shall not accrue said~~
438 ~~time until they bring the hours down below the carry over limit, and said time shall start to accrue~~
439 ~~again.~~

440

441

442

Management will make every effort to afford reasonable time off for the vacation time requested,
given however, that the successful operation of the plant is the highest priority. To that end, a
mutually agreed upon system will be developed to accommodate vacation time requests to try to

443 prevent any employee from not taking their desired time off. If for some reason beyond the
444 reasonable control of the employee, management has contributed to the inability of an employee to
445 take the expected vacation time off, the employee may be able to carry forward no more than 80
446 hours of vacation.

447
448 An employee may be allowed to work vacation at a straight time rate of pay with the expressed
449 approval of the Town Manager.

450
451 Section 3: Vacations will be scheduled based on department operational needs at the discretion of
452 the Department Head. Vacation time shall be used in hourly increments.

453
454 Section 4: Town agrees to allow one unit employee per week to be on vacation during June, July,
455 and August with a maximum of two (2) weeks per employee during these months. Employees will
456 not be eligible to select weeks during his/her time when they are on either Primary call or Back up
457 on call duties. Selection will be based on seniority and will continue year to year until opportunities
458 for selection have been afforded to all employees on the seniority list, then selection opportunities
459 shall begin again at the top of the seniority list. Vacation scheduling shall be subject to needs of
460 Wastewater Department.

461
462

463 **ARTICLE 11: PAID LEAVES**

464
465

Section 1: Bereavement Leave

466

467 In the event of a death in the employee's immediate family, employees may be granted a leave of
468 absence with pay of up to five (5) days. Immediate family is defined as an employee's spouse,
469 domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. This leave is
470 intended for use during the work days that fall within the family member's time of death and the day
471 after the funeral. This leave may also be used for delayed services with the prior approval of the
472 departmental supervisor.

473

474 In the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, and/or sister-
475 in-law, the employee may be granted up to three (3) days leave of absence with pay to make
476 household arrangements and/or to attend the funeral services.

477

478 An additional day of paid bereavement leave may be granted if an employee is required to travel to
479 a location that is 250 miles or more from Old Orchard Beach in order to make said household
480 arrangements or to attend the funeral services.

481

Section 2: Jury Duty

482

484 Employees shall be granted a leave of absence for jury duty or jury services and be paid the
485 difference in salary pay, upon presentation of proof, and jury pay. If an employee is excused from
486 jury duty, he/she will return to work within one (1) hour.

487

Section 3: Civic Duty

488

489 Employees required to appear before a court or other public body on any matter not related to their
490 work and in which they are not personally involved (as a plaintiff or defendant) and employees
491 elected or appointed to any non-municipal political or non-municipal legislative position who request
492 a leave of absence may be granted a leave of absence, without pay, for a reasonable period to fulfill
493 these responsibilities.

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Section 4: Personal Leave

Unit employees shall be allowed sixteen (16) hours of personal leave per calendar year. Said personal hours shall only be taken with the approval of the Superintendent. Personal hours may be used in hourly increments. Personal hours do not accumulate year to year.

ARTICLE 12: CALL TIME

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of ~~three~~ four (4.3) hours at the rate of time and one half (1½) to respond in person at the facility. If the call can be handled remotely, the employee shall receive one and one half hours (1 ½) at the rate of time and one half (1 ½).

If an employee is called in over two (2) hours prior to the start of their shift, they will receive ~~four~~ three (3.4) call hours. If an employee is called in sixty-one (61) minutes to two (2) hours prior to the start of their shift, they will receive two (2) call hours. If an employee is called in one (1) hour or less prior to the start of their shift, they will receive overtime for time worked.

~~If additional personnel are required to provide technical support, that person(s) will receive 6 hours of overtime for coming in to provide said support.~~

Call time shall begin when SCADA sends a page to the primary on-call and when the primary calls the secondary.

ARTICLE 13: INSURANCE AND RETIREMENT

Section 1: Worker's Compensation

Worker's Compensation shall be governed and applied in accordance with the applicable State of Maine Workers' Compensation Law.

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

Employees who are eligible to receive Workers' Compensation benefits will receive the percentage of pay covered by Workers' Compensation for the duration of the Workers Compensation coverage period. Employees will be given the option to use their accumulated sick time to offset the amount paid under Workers Compensation for the duration of Workers' Compensation benefit eligibility period. The weekly amount paid to an employee through the combination of sick time pay and Workers' Compensation benefits during the period of eligibility shall not exceed the employee's regular weekly base pay prior to the injury.

Until such time as the employee is capable of returning to his/her position, the Town may assign the employee to other duties or to another position within the Town on a temporary or regular basis consistent with the abilities of the employee.

547 Section 2: Health Insurance

548
549 A comprehensive health insurance plan is available to regular full time employees. The Town will
550 pay eighty percent (80%) of the premium cost of this coverage for the employee and his/her
551 qualifying dependents. The Town further agrees to provide the MMEHT (Maine Municipal
552 Employees Health Trust) Comprehensive Point of Service (POS C) plans or a plan(s) that is/are
553 equal to or better than the present coverage.
554

555 Each employee covered under this bargaining Agreement will pay twenty percent (20%) of the
556 premium cost for their individual health insurance plan. Employees will ~~be given the option of~~
557 ~~having~~ have their portion of this cost withheld through payroll deduction with pre - tax dollars.
558

559 Eligibility for our group health insurance plan is determined according to the guidelines set forth by
560 the health insurance plan administrator.
561

562 Employees who choose not to enroll under our group health insurance plan and who can provide
563 documentation that they have health insurance coverage under a spouse/partner's plan may be
564 eligible to receive cash in-lieu-of this benefit. Employees who are eligible for the in-lieu-of benefit will
565 receive twenty-five percent (25%) of the Town's share of annual single rate premium from the POS
566 plan. Cash-in-lieu payments will be made on a weekly basis through regular payroll processing. Any
567 cash-in-lieu payments will be taxed in conjunction with an individual's regular gross taxable
568 earnings.
569

570 Section 3: Life Insurance

571
572 All full-time employees have the option of enrolling in our group life insurance plan. The Town will
573 pay the basic life insurance premium (equaling 1x an individual's annual salary) for these
574 employees. Any supplemental life insurance coverage that an employee chooses will be paid by the
575 employee through regular payroll deduction.
576

577 Section 4: Retirement

578
579 On behalf of unit members, the Town shall contribute a percentage of an individual's gross earnings
580 to either the Maine Public Employees Retirement System (MainePERS, formerly known as the
581 Maine State Retirement System) OR to the International City Management Retirement Corporation
582 (ICMA). The system to which contributions are made is dependent on an individual employee's
583 preference and personal choosing.
584

585 If an employee chooses to enroll under the ICMA plan, the Town will contribute five percent (5%) of
586 an individual's gross earnings to their plan. In addition to this employer portion, the employee has
587 the option of contributing to the plan as well (up to the annual percentage limits set forth by the
588 ICMA plan). Participants are fully responsible for any fees assessed by the Plan and are
589 responsible for choosing from among a number of investment options.
590

591 If an employee chooses to enroll under MainePERS, both the participant's portion and the Town's
592 matching contributions are mandated by MainePERS.
593

594 Employee contributions for either plan will be withheld through payroll deductions. The Town is not
595 liable for any tax implications to individual plan participants.
596

597 Unit members may enroll in either or both plans. However, the Town will only pay into one
598 retirement plan on an individual employee's behalf.
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Section 5: Eye Glasses

The Town agrees to pay the cost of replacement of an employee's prescription/safety eyeglasses that are damaged or destroyed during working hours, including any related medical costs.

Section 6: Health Insurance upon Retirement

Upon retirement an employee may continue his/her membership in the Town's health insurance program, at his/her own expense, until such time as the employee becomes eligible for federally subsidized health insurance such as Medicaid or Medicare.

Section 7: Inoculations

The Town shall pay for employee inoculations determined by the Town to be required for the safe performance of an employee's assigned responsibilities. In order to qualify for payment, employees must schedule such inoculations through the Town and must utilize a physician selected by the Town.

Section 8: Dental

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 made through payroll deduction.

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

Section 9: Short Term Disability

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.

Section 10: Liability Insurance

The Town provides liability insurance coverage for employees covered by this Agreement to the extent and limits stated in such policy of insurance. Such policy shall defend the employee 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 limits of liability coverage as stated in said policy meet or exceed the following limits:

Each Person	Policy Period Aggregate
\$1,000,000	\$1,000,000

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ARTICLE 14: DISTRIBUTION

Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective.

ARTICLE 15: DISCIPLINE AND DISCHARGE

Section 1: Discipline

It is the intent of the Town to follow the concept of progressive discipline and just cause for employees with the understanding that the discipline steps listed below may be bypassed by management depending on the severity of the offense.

Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand the employee, it shall be done in a manner that will not embarrass the employee before other employees or the public except the final disposition of discipline is subject to public review as permitted by law.

Section 2: Discharge

The Employer shall not discharge any non-probationary employee without just cause. An employee will not be terminated from employment without first being notified of the reasons for termination and offered the opportunity to respond to the charges. The reasons for termination must be in writing. The Town recognizes the right of an employee to have an Association representative present at a disciplinary hearing or meeting.

The Association shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

704 If, in the course of the grievance procedure, it is determined by the parties that an offense was
705 committed but also that termination is too harsh a penalty for the offense committed the parties may
706 mutually agree to a waiver of the preceding paragraph. An arbitrator shall also have the authority to
707 amend the preceding paragraph.
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714 **ARTICLE 16: SETTLEMENT OF DISPUTES**

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716

Section 1: Grievance and Arbitration Procedure

717

718 Any grievance or dispute which may arise between the parties, involving the application, meaning, or
719 interpretation of this Agreement, shall be settled in the following manner:

720

Step I - The Association Steward, with or without the employee, shall take up the grievance
721 or dispute orally with the Waste Water Superintendent within ten (10) working days of the
722 date of the grievance or when by reasonable diligence the employee should have known of
723 its occurrence. The Waste Water Superintendent shall attempt to adjust the matter and shall
724 respond orally to the Steward within seven (7) working days.
725

726

Step II - If the Grievance has not been settled, it shall be presented in writing by the
727 Association Steward or the Association Grievance Committee to the Waste Water
728 Superintendent within seven (7) working days after the Waste Water Superintendent's
729 response under Step I is received. The Waste Water Superintendent shall respond to the
730 Association Steward or the Association Grievance Committee in writing within seven (7)
731 working days.
732

733

Step III - If the grievance still remains unadjusted, it shall be presented by the Association
734 Steward, Association Representative or Association Grievance Committee to the Town
735 Manager in writing within seven (7) working days after the response of the Waste Water
736 Superintendent is received. Town Manager shall respond in writing to the Association
737 Steward, Representative or Grievance Committee (with a copy of the response to the
738 Association President) within fifteen (15) days after receipt of Associations written Step III
739 response.
740

741

Step IV - If the grievance is still unsettled, either party may, within fifteen (15) working days
742 after the reply of the Town Manager is received, by written notice to the other, request
743 arbitration.
744

745

746 The arbitration proceeding shall be conducted by an arbitrator(s) to be selected by the Employer and
747 the Association within seven (7) working days after notice has been given or the parties may
748 mutually agree to in writing request the assignment of an arbitrator(s) through the Maine Board of
749 Arbitration and Conciliation. If the parties fail to select an arbitrator(s), either party may request the
750 assignment of an arbitrator(s) by the American Arbitration Association.
751

752

753 The decision of the arbitrator(s) shall be final and binding on the parties, and the arbitrator(s) shall
754 be requested to issue a decision within thirty (30) days after the conclusion of testimony and
755 argument.

756 Expenses for the arbitrator(s) services and the proceedings shall be borne equally by the Employer
757 and the Association. However, each party shall be responsible for compensating its own
758 representatives and witnesses. If either party desires a verbatim record of the proceedings, it may
759 cause such a record to be made, providing it pays for the record and makes copies available without
760 charge to the other party and to the arbitrator(s).

761
762 Grievances initiated by the Employer shall be processed in the same manner, but they may be
763 initiated at either Step I or Step II.

764
765 **Section 2: Grievance Committees**

766
767 Employees selected by the Association to act as Association Representatives shall be known as
768 Stewards and the names of other Association Representatives who may represent employees shall
769 be certified in writing to the Employer by OOBWWEA within twenty (20) days of the signing of the
770 contract and the individuals so certified shall constitute the Association Grievance Committee.

771
772 All Grievance Committee Meetings, including the regular monthly meeting, shall be held after
773 working hours, on the Employer's premises and without pay.

774
775 The purpose of Grievance Committee Meetings will be to adjust pending grievances and to discuss
776 procedures for avoiding future grievances. In addition, the Committee may discuss with the
777 Employer other issues which would improve the relationship between the parties.

778
779

780 **ARTICLE 17: GENERAL PROVISIONS**

781

782 **Section 1: Pledge Against Discrimination and Coercion**

783

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

788

789 **Section 2:** All references to employees in this Agreement designate both sexes and wherever the
790 male gender is used, it shall be construed to include male and female employees.

791

792 **Section 3:** The Employer agrees not to interfere with the rights of employees to become members of
793 the Association and there shall be no discrimination, interference, restraint or coercion by the
794 Employer or any Employer Representative against any employee because of Association
795 Membership or because of any employee activity in an official capacity on behalf of the
796 OOBWWEA.

797

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

800

801

802 **ARTICLE 18: ASSOCIATION BULLETIN BOARDS**

803

804 The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each
805 work area to be used by the Association.

806

807 The Association shall limit its posting of notices and bulletins to such bulletin boards.

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ARTICLE 19: ASSOCIATION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

Section 1: The Employer agrees that after working hours, on the Employer's premises and without pay, Association Representatives shall be allowed to:

- Collect Association Dues, initiation fees and assessments if these funds are not collected through payroll deductions;
- Post Association notices;
- Distribute Association literature;
- Solicit Association membership during other employees' non-working-time;
- Attend negotiation meetings;
- Transmit communications, authorized by the OOBWWEA or its officers, to the Employer or his/her representative;
- Consult with the Employer, his/her representative, OOBWWEA officers, or other Association representatives, concerning the enforcement or any provisions of this Agreement.

With due notice to the Town Manager, representatives of the Old Orchard Beach Waste Water Employees Association may enter Town premises for the investigation of pending disputes under the contract. A list of authorized Association representatives who may enter Town premises shall be furnished by the Association within thirty (30) days from the signing date of this Agreement to the Town Manager and Waste Water Department Superintendent.

Section 2: If negotiations are scheduled on company time, three (3) employees shall be allowed to negotiate on company time without loss of pay and benefits.

ARTICLE 20: WORK RULES

Section 1: All existing and future work rules shall be submitted in writing to all employees by the Employer. Employees will also be provided with copies of the Association Contract upon request.

Section 2: Revisions

Changes in existing work rules shall not become effective until they have been agreed upon by the Employer and the OOBWWEA.

In addition, when existing work rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.

Section 3: Informing Employees

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 may become effective. New employees shall be provided with a copy of the rules at the time of hire.

Section 4: Enforcing

The employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

859
860 Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint
861 involving discrimination in the application of new or existing rules shall be resolved through the
862 grievance procedure.
863

864
865

ARTICLE 21: UNIFORMS AND PROTECTIVE CLOTHING

866
867 Section 1: Employees are required and agree to wear appropriate uniforms while working for the
868 Town. Employees agree that the uniforms will be kept in a neat, clean, and well maintained
869 appearance. Soiled, worn or torn clothing is not acceptable. Such uniforms shall include appropriate
870 OSHA approved footwear.
871

872 The employer will ~~provide up to pay six-five~~ hundred fifty dollars (~~\$650.00~~500.00) per year on the
873 first payroll in July for the purchase of the above mentioned uniforms. Maintenance and care of the
874 uniforms will be at the expense of the employees.
875

876 The word uniform as referred to in his/her contract shall include the following: Gray "dickeys type
877 button down shirts", Grey pull-over work shirts, Grey or Blue "dickeys type" work pants, Blue jeans
878 and "dickeys type" Grey Jackets. The shade of Grey or Blue shall be the same for all employees.
879

880 ~~All uniforms shall be purchased through the Town purchasing department. Supervisor approval~~
881 ~~must be secured before the purchase of such clothing will be authorized in order to comply with the~~
882 ~~auditor's requirements.~~
883

884 ~~The purchase of any other work related clothing not mentioned above, excluding underwear, which~~
885 ~~would be purchased from the uniform allowance, must be approved prior to purchase by the Town~~
886 ~~Manager or his/her designee.~~
887

888 Section 2: If any employee is required to wear protective clothing or any type of protective device
889 (not covered by Section 1) as a condition of employment, such protective clothing or protective
890 device shall be furnished to the employee by the employer.
891

ARTICLE 22: MANAGEMENT RIGHTS

893

894 Section 1: Nothing in this Agreement shall be construed as delegating to others the authority
895 conferred by law on the Employer or in any way abridging or reducing such authority.
896

897 Section 2: This Agreement shall be construed as requiring the Employer to follow its provisions in
898 the exercise of the authority conferred upon the Employer by law.
899

900
901

ARTICLE 23: NO STRIKE

902

903 Section 1: There shall be no stoppage of work or slow-down by the Association, or any lockout by
904 the Town during the life of this/her Agreement.
905

ARTICLE 24: PAY SCHEDULE

907
908

909 Section 1 Cell Phone

910 The Chief Operator and the Foreman will receive either a cell phone stipend of \$5.77/week
911 (\$25.00/month) for carrying a personal phone or a cell phone through the Town's business account.

912
913 **Section 2:**

914 At the sole discretion of the Town, newly hired employees may be placed up to step 5 in the wage
915 scale for qualified candidates. A qualified candidate is defined as one who has experience working
916 in a wastewater facility relative to the position. Advancement in the scale in such circumstances will
917 continue as if the employee had completed the years of service at the place in the wage scale they
918 were placed in at hire. All other seniority and benefit issues shall be based on the actual date of
919 hire, unless otherwise specified within this agreement. Any current employee in the same
920 classification as the new hire, who is below the step at which the new hire is placed, shall be moved
921 up a maximum of two (2) steps in the pay scale, but no higher than the step in the pay scale in
922 which a new hire is placed. Advancement in the scale for any such current employee in such
923 circumstances will continue as if the employee had completed the years of service at the place in
924 the wage scale they were moved to.

925
926 **Section 3: License/Grade Certificates**

927
928 When an employee attains State License Certification in the following grades, their base rate will be
929 increased by the amount listed below:

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- 930
931 a. Chief Operator- \$0.50 per grade up to Grade 5
932 b. Foreman- \$0.50 per grade up to Grade 5
933 c. Senior Operator- \$0.50 per grade up to Grade 4
934 d. Senior Mechanic \$0.50 per grade up to Grade 3
935 e. Operator-\$0.50 per grade up to Grade 3
936 f. Mechanic- \$0.50 per grade up to Grade 3
937 g. Assistant Operator-\$0.50 per grade up to Grade 2
938 h. Assistant Mechanic- \$0.50 per grade up to Grade 2

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939
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941
942 **ARTICLE 25: EDUCATION & PHYSICAL FITNESS**

943 For education to obtain or maintain a license for employment, the Town will pay:

- 944
945
946
 - Tuition, books, lab fees, license fees
 - Pay for all time (including travel) for classes
 - Pay for the Application cycle fee to allow for test taking privileges
 - Pays for two (2) testing requirements for the wastewater exams per application cycle

947
948
949
950
951 If classes are scheduled outside of regular work hours the employee shall receive comp time for
952 hours as outlined above at a straight time rate.

953
954
955 The Town agrees to pay the annual Wastewater Association membership fee for full time
956 employees covered under this Agreement. The Town further agrees to pay the registration and
957 travel costs for two (2) representatives to attend the annual Wastewater Association meeting each
958 year.
959

960 The Town shall provide fifty percent (50%), up to a maximum of four hundred dollars (\$400)
961 annually, toward an employee's individual health club membership at a licensed health club facility.

962
963
964 Safety Officer Stipend

965 The bargaining unit employee assigned as the Waste Water Department Safety Officer
966 shall receive a weekly stipend of \$9.62.

967
968 Commercial Driver's License (CDL)

969 The Town agrees that once the Waste Water Department no longer has equipment that requires a
970 Commercial Driver's License, that the requirement will be removed from the job descriptions, the
971 employees will be removed from the Random Screening Pool and will be allowed to rescind their
972 commercial license. If the Department acquires equipment that requires a Commercial Driver's
973 License in the future, the Town agrees to pay for an employee to retake the Commercial License
974 test, within one year (1) and provide the equipment to take the test.

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992 **ARTICLE 26: TERM OF AGREEMENT**

993
994 This Agreement shall be effective as of the 1st day of ~~July~~May, ~~2021-2024~~ and shall remain in full
995 force and effect until the 30th day of June, ~~2024~~2027, or as otherwise noted. It shall be
996 automatically renewed from year to year thereafter unless either party shall notify the other in writing
997 sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event
998 that such notice is given, negotiations shall begin no later than thirty (30) days prior to the
999 anniversary date; this Agreement shall remain in full force and effect during the period of
1000 negotiations.

1001
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1003

1004 IN WITNESS WHEREOF, the parties hereto have set their hand this _____ day of
1005 _____, _____.

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FOR THE TOWN:

FOR THE OOBWWEA:

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Diana Asanza, Town Manager
Town of Old Orchard Beach

James Beaulieu, Staff Representative
OOBWWEA

Chris White, Superintendent

Tim Reynolds, OOBWWEA President

Fran Beaulieu,
Director of HR & Communications

Dan Fraser,
OOBWWEA Negotiating Committee Member.

~~OOBWWEA Negotiating Committee Member~~ ~~OOBWWEA Trustee~~ ~~Mike Hersey~~ Ben Quiram,

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Appendix A - Wage Scale ~~07/01/2021-06/30/2022~~ 05/01/2024-06/30/2025

4.0%
 FY22

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step	0	1	2	3	4	5	6	7	8	9
Months	0-12	13-24	25-36	37-48	49-72	73-96	97-120	121-144	145-168	169+
Foreman	\$30.44	\$30.74	\$31.04	\$31.32	\$31.64	\$31.96	\$32.27	\$32.60	\$32.93	\$33.26
Chief Operator	\$30.53	\$30.85	\$31.15	\$31.46	\$31.78	\$32.09	\$32.42	\$32.74	\$33.07	\$33.39
Senior Mechanic	\$25.50	\$25.76	\$26.02	\$26.28	\$26.54	\$26.81	\$27.07	\$27.34	\$27.62	\$27.90
Senior Operator	\$25.50	\$25.76	\$26.02	\$26.28	\$26.54	\$26.81	\$27.07	\$27.34	\$27.62	\$27.89
Mechanic	\$24.10	\$24.34	\$24.58	\$24.82	\$25.07	\$25.32	\$25.57	\$25.83	\$26.09	\$26.35
Operator	\$24.10	\$24.34	\$24.58	\$24.82	\$25.07	\$25.32	\$25.57	\$25.83	\$26.09	\$26.35
Asst-Mechanic	\$21.96	\$22.18	\$22.40	\$22.63	\$22.86	\$23.09	\$23.32	\$23.55	\$23.78	\$24.02
Asst-Operator	\$21.96	\$22.18	\$22.40	\$22.63	\$22.86	\$23.09	\$23.32	\$23.55	\$23.78	\$24.02
Equipment Operator/Laborer	\$17.21	\$17.39	\$17.57	\$17.74	\$17.92	\$18.10	\$18.27	\$18.46	\$18.65	\$18.83
Laborer	\$15.11	\$15.26	\$15.41	\$15.57	\$15.72	\$15.88	\$16.04	\$16.20	\$16.36	\$16.53

months completed by 7/1/24			
Harvey-Castle	Mechanic	147	\$27.62
Dan-Deshaies	Senior Mechanic	334	\$27.90
Dan-Fraser	Chief-Operator	444	\$32.42
Mike-Hersey	Foreman	329	\$33.26
Ben-Quiram	Operator	74	\$25.32
Tim-Reynolds	Asst-Operator	411	\$23.32

1084
 1085 Employees will all be brought to correct step and will move steps according to anniversary date.
 1086 A one-time payment will be issued to Mike Hersey in the amount of \$1,348.54 and Dan Deshaies in the amount
 1087 of \$1,134.38

step	0	1	2	3	4	5	6	7	8	9
Months	0-12	13-24	25-36	37-48	49-72	73-96	97-120	121-144	145-168	169+
Foreman	\$30.41	\$30.71	\$31.01	\$31.32	\$31.64	\$31.96	\$32.27	\$32.60	\$32.93	\$33.26
Chief Operator	\$30.53	\$30.85	\$31.15	\$31.46	\$31.78	\$32.09	\$32.42	\$32.74	\$33.07	\$33.39
Senior Mechanic	\$25.50	\$25.76	\$26.02	\$26.28	\$26.54	\$26.81	\$27.07	\$27.34	\$27.62	\$27.90
Senior Operator	\$25.50	\$25.76	\$26.02	\$26.28	\$26.54	\$26.81	\$27.07	\$27.34	\$27.62	\$27.89
Mechanic	\$24.40	\$24.34	\$24.58	\$24.82	\$25.07	\$25.32	\$25.57	\$25.83	\$26.09	\$26.35
Operator	\$24.40	\$24.34	\$24.58	\$24.82	\$25.07	\$25.32	\$25.57	\$25.83	\$26.09	\$26.35
Asst.Mechanic	\$21.96	\$22.18	\$22.40	\$22.63	\$22.86	\$23.09	\$23.32	\$23.55	\$23.78	\$24.02
Asst Operator	\$21.96	\$22.18	\$22.40	\$22.63	\$22.86	\$23.09	\$23.32	\$23.55	\$23.78	\$24.02
Equipment Operator/Laborer	\$17.21	\$17.39	\$17.57	\$17.74	\$17.92	\$18.10	\$18.27	\$18.46	\$18.65	\$18.83
Laborer	\$15.11	\$15.26	\$15.41	\$15.57	\$15.72	\$15.88	\$16.04	\$16.20	\$16.36	\$16.53

Employees will receive a one-time payment of \$3,000

119
120

4%

FY26

step	0	1	2	3	4	5	6	7	8	9
Months	0-12	13-24	25-36	37-48	49-72	73-96	97-120	121-144	145-168	169+
Foreman	\$38.20	\$38.54	\$38.88	\$39.23	\$39.58	\$39.94	\$40.29	\$40.66	\$41.02	\$41.39
Chief Operator	\$38.34	\$38.69	\$39.03	\$39.38	\$39.74	\$40.09	\$40.45	\$40.81	\$41.18	\$41.54
Senior Mechanic	\$32.71	\$33.00	\$33.29	\$33.58	\$33.87	\$34.17	\$34.47	\$34.77	\$35.08	\$35.39
Senior Operator	\$32.71	\$33.00	\$33.29	\$33.58	\$33.87	\$34.17	\$34.47	\$34.77	\$35.08	\$35.40
Mechanic	\$31.14	\$31.40	\$31.67	\$31.95	\$32.23	\$32.51	\$32.79	\$33.08	\$33.37	\$33.66
Operator	\$31.14	\$31.40	\$31.67	\$31.95	\$32.23	\$32.51	\$32.79	\$33.08	\$33.37	\$33.66
Asst Mechanic	\$28.75	\$28.99	\$29.24	\$29.49	\$29.75	\$30.01	\$30.26	\$30.52	\$30.79	\$31.05
Asst Operator	\$28.75	\$28.99	\$29.24	\$29.49	\$29.75	\$30.01	\$30.26	\$30.52	\$30.79	\$31.05
Equipment Operator/Laborer	\$23.43	\$23.63	\$23.82	\$24.02	\$24.22	\$24.42	\$24.62	\$24.83	\$25.03	\$25.24
Laborer	\$21.08	\$21.24	\$21.41	\$21.59	\$21.76	\$21.94	\$22.11	\$22.30	\$22.47	\$22.66

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Appendix C - Wage Scale 07/01/2023-06/30/2024

1121

1122

1123

1124

1125

1126

1127

3.5%

FY24

step	0	1	2	3	4	5	6	7	8	9
Months	0-12	13-24	25-36	37-48	49-72	73-96	97-120	121-144	145-168	169+
Foreman	\$31.47	\$31.79	\$32.10	\$32.42	\$32.74	\$33.08	\$33.40	\$33.75	\$34.08	\$34.42
Chief Operator	\$31.60	\$31.93	\$32.24	\$32.56	\$32.89	\$33.22	\$33.55	\$33.89	\$34.23	\$34.56
Senior Mechanic	\$26.39	\$26.66	\$26.93	\$27.20	\$27.47	\$27.75	\$28.02	\$28.30	\$28.59	\$28.88
Senior Operator	\$26.39	\$26.66	\$26.93	\$27.20	\$27.47	\$27.75	\$28.02	\$28.30	\$28.59	\$28.87
Mechanic	\$24.94	\$25.19	\$25.44	\$25.69	\$25.95	\$26.21	\$26.47	\$26.74	\$27.01	\$27.28

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Operator	\$24.94	\$25.19	\$25.44	\$25.69	\$25.95	\$26.21	\$26.47	\$26.74	\$27.01	\$27.28
Asst-Mechanic	\$22.73	\$22.96	\$23.19	\$23.42	\$23.66	\$23.90	\$24.13	\$24.37	\$24.62	\$24.86
Asst-Operator	\$22.73	\$22.96	\$23.19	\$23.42	\$23.66	\$23.90	\$24.13	\$24.37	\$24.62	\$24.86
Equipment Operator/Laborer	\$17.84	\$18.00	\$18.18	\$18.36	\$18.55	\$18.73	\$18.91	\$19.11	\$19.30	\$19.49
Laborer	\$15.64	\$15.79	\$15.95	\$16.11	\$16.28	\$16.44	\$16.60	\$16.77	\$16.93	\$17.10

128
129
130
131
132
133
134

4%
FY27

step	0	1	2	3	4	5	6	7	8	9
Months	0-12	13-24	25-36	37-48	49-72	73-96	97-120	121-144	145-168	169+

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Foreman	\$39.73	\$40.08	\$40.43	\$40.80	\$41.16	\$41.53	\$41.90	\$42.29	\$42.66	\$43.04
Chief Operator	\$39.88	\$40.24	\$40.59	\$40.95	\$41.33	\$41.69	\$42.07	\$42.44	\$42.83	\$43.21
Senior Mechanic	\$34.02	\$34.32	\$34.62	\$34.92	\$35.23	\$35.54	\$35.84	\$36.16	\$36.49	\$36.81
Senior Operator	\$34.02	\$34.32	\$34.62	\$34.92	\$35.23	\$35.54	\$35.84	\$36.16	\$36.49	\$36.81
Mechanic	\$32.38	\$32.66	\$32.94	\$33.23	\$33.52	\$33.81	\$34.10	\$34.40	\$34.71	\$35.01
Operator	\$32.38	\$32.66	\$32.94	\$33.23	\$33.52	\$33.81	\$34.10	\$34.40	\$34.71	\$35.01
Asst Mechanic	\$29.90	\$30.15	\$30.41	\$30.67	\$30.94	\$31.21	\$31.47	\$31.74	\$32.02	\$32.30
Asst Operator	\$29.90	\$30.15	\$30.41	\$30.67	\$30.94	\$31.21	\$31.47	\$31.74	\$32.02	\$32.30
Equipment Operator/Laborer	\$24.37	\$24.57	\$24.78	\$24.98	\$25.19	\$25.39	\$25.60	\$25.82	\$26.04	\$26.25
Laborer	\$21.92	\$22.09	\$22.27	\$22.45	\$22.63	\$22.82	\$23.00	\$23.19	\$23.37	\$23.57

135

AGENDA ITEM #8140

Discussion with Action: Approve the quote from O'Connor Motor Company not to exceed \$75,200 for the purchase of a 2018 Freightliner M2 Plow Truck, with stainless steel body, plow and wing, and painting body to match fleet, to be funded through at line item transfer in the amount of \$112,521.91 from account #20151-50106 Public Works Full-Time Wages with a balance of \$288,881.44 to account #50002-50551 Public Works Operating Equipment Capital with a balance of (\$37,321.91).

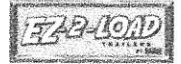
Chair: Shawn O'Neill



O'Connor

MOTOR COMPANY

187 Riverside Drive · Augusta, ME 04330 · 207-622-3191 · 800-850-4250
 299 Warren Avenue · Portland, ME 04103 · 207-797-7837 · 800-464-6225



NEW TRUCK BUYER'S ORDER

Buyer's Name **OLD ORCHARD BEACH** Date **4/3/2024**
 Address **1 PORTLAND AVE** City **OOB** State/Zip **ME / 04064**
 Tel. _____ DOB _____ SS# _____

STOCK #	YEAR	MAKE	MODEL	COLOR	BODY
WT17629	2018	FREIGHTLINER	M2	ORANGE	PLOW
SERIAL NO. 3ALACXFE0JDZ0970			MILEAGE		
FREIGHTLINER M2 PLOW TRUCK				SELLING PRICE \$	70,000.00
PAINT CAB, HOOD & DOOR JAMS ORANGE				PRICE \$	5,200.00
YEAR	MAKE	MODEL	COLOR	TRADE ALLOWANCE \$ N/A	
SERIAL NO.			MILEAGE		
BODY MAKE _____ MODEL _____ SER.# _____			TRADE DIFFERENCE \$ N/A		
EQUIP MAKE _____ MODEL _____ SER.# _____			DOCUMENTS \$ N/A		
PREDELIVERY _____ SERVICE _____			SALES TAX \$ N/A		
INSPECTION _____ USED VEH. CK. _____			FET \$ N/A		
WASH _____ EXT. WARRANTY _____			TITLE FEE \$ N/A		
PLATE REQUIRED: Y N			*TOTAL* \$ 75,200.00		
INSTRUCTIONS: _____			CLOSEOUT AMOUNT \$ N/A		
			EXTENDED WARRANTY \$ N/A		
			REBATE \$ N/A		
			TOTAL CASH DELIVERED PRICE \$ 75,200.00		
			DEPOSIT (NON REFUNDABLE) \$		
			ADDITIONAL DOWN PAYMENT \$		
LIENHOLDER: _____			BALANCE DUE \$ 75,200.00		
INABILITY TO OBTAIN FINANCING SHALL NOT AFFECT BUYER'S OBLIGATION TO TAKE FINAL DELIVERY BY DATE SPECIFIED ABOVE.					

DELIVERY:

DATE _____ TIME _____
 SALESPERSON **Spencer Hurd** # **858**

REBATES

For good and valuable consideration the buyer's deposit is not refundable for any reason if the buyer fails to fulfill his obligation to take final delivery. The non-refundable deposit shall only be returned if the seller fails to, or is unable to, make final delivery of the vehicle. **By signing this buyer's order, the buyer acknowledges that he has read this agreement and understands that the deposit is non-refundable.** Buyer further acknowledges that if he has any legal questions regarding this contract, he should obtain independent legal advise prior to signing it.

Full Name _____ Signed: _____ Buyer
 Approved: _____ F & I _____ \$ _____

This contract is not valid until signed and accepted by dealer.

AGENDA ITEM #8141

Discussion with Action: Approve the quote from AAA Police Supply in the amount of \$25,220.30 for the purchase of ammunition, simunition, and other training aids for the Police Department from account #20131-50501 with a balance of \$41,201.84

Chair: Shawn O'Neill

Thank you for the opportunity to provide this quote. Please let us know if you have any questions by replying to this email.

Prepared for:
Old Orchard Beach Police Department
William Watson
wwatson@oobmaine.com
207-934-4911

Terms: Net 30
Quoted by: Scott Orleans
Valid until: May 10th 2024
Created Date: April 10th 2024

Ship To:
16 E. Emerson Blvd.
Old Orchard Beach, Maine 04064

		Unit Price	Qty	Extended
	CCI 53620 (1000 Rounds) 9mm - 147 Grain - TMJ Brass Case 53620	250.00	x 42	10,500.00
	CCI 53619 (1000 Rounds) 9mm - 147 Grain - Gold Dot Hollow Point 53619	375.00	x 3	1,125.00
	Federal AE223 (500 Rounds) .223 - 55 Grain - FMJ AE223	230.00	x 10	2,300.00
	Federal LE13200 (250 Rounds) 12 GA - Low Recoil - 9 Pellet 00 Buck LE13200	187.00	x 10	1,870.00
	FEDERAL LE127RS 12 GA - Low Recoil - Hydra-Shock Slug LE127RS	193.00	x 10	1,930.00
	Federal AE380AP (1000 Rounds) .380 - 95 Grain - FMJ AE380AP	333.00	x 1	333.00
	Target MASS MPTC" on Heavy Cardstock Paper 200 / Case IALEFI-QPMA(CS)	124.00	x 2	248.00
	Target "Connecticut Thug" on Heavy Cardstock Paper 200 / Case BT-1CT(CS)	124.00	x 1	124.00
	Glock OEM 9mm/.40/.45 Magazines 47818 Model / Fitment: 10 Round Glock 43X/48 9mm	29.95 -5.00 24.95	x 29	868.55 -145.00 723.55
	Glock OEM 9mm/.40/.45 Magazines 33814 Model / Fitment: 17 Round Glock 17/34 Gen 5 + Prior 9mm	29.95	x 5	149.75



Federal | AE40R3 (1000 Rounds) | .40 S+W - 165 Grain -
FMJ
AE40R3

335.00 x 4 1,340.00

Subtotal	\$	20,788.30
Discount		-145.00
Shipping (Ground)		\$ 84.00
Total		\$ 20,727.30

- If you want to make changes to your quote please reply to this email with the requested changes and we'll get a revised quote sent asap.
- Pricing is subject to change at any time.
- We may add additional taxes in some states.
- Feel free to contact us at contact@aaapolicesupply.com or call us at (781) 326-8845.







AAA Police Supply || 940 Providence Highway, Dedham, Massachusetts 02026

Thank you for the opportunity to provide this quote. Please let us know if you have any questions by replying to this email.

Prepared for:
Old Orchard Beach Police Department
William Watson
wwatson@oobmaine.com
207-934-4911

Terms: Net 30
Quoted by: Scott Orleans
Valid until: May 10th 2024
Created Date: April 10th 2024

Ship To:
16 E. Emerson Blvd.
Old Orchard Beach, Maine 04064

	Unit Price	Qty	Extended
 Simunition Conversion Kits SIM-CONVERSION Fitment: 5312430 12 GA Shotgun Conversion Kit w/ 5 Shells (Uses 9mm FX)	317.00	x 1	317.00
 Simunition SecuriBlank LOUD Cartridges (500 Rounds) FX-SECURIBLANK-LOUD Caliber: 9mm Securiblank	247.00	x 2	494.00
 Simunition FX Marking Cartridges (500 Rounds) FX-MARKING Caliber: 9mm FX Marking (500 Rounds)	340.00	x 3	1,020.00
 Simunition SecuriBlank LOUD Cartridges (500 Rounds) FX-SECURIBLANK-LOUD Caliber: 5.56 Securiblank	421.00	x 2	842.00
 Simunition FX Marking Cartridges (500 Rounds) FX-MARKING Caliber: 5.56 FX Marking (500 Rounds)	421.00	x 2	842.00
 FX 9004 Helmet Head Protector FX9004	228.00	x 4	912.00
Subtotal \$			4,427.00
Shipping (Drop Ship)			\$ 66.00
Total \$			4,493.00

- If you want to make changes to your quote please reply to this email with the requested changes and we'll get a revised quote sent asap.
- Pricing is subject to change at any time.
- We may add additional taxes in some states.
- Feel free to contact us at contact@aaapolicesupply.com or call us at (781) 326-8845.

AGENDA ITEM #8142

Discussion with Action: Approve the Special Event Permit application from Impact Melanoma and the Town of Old Orchard Beach to set up shade umbrellas, tables and chairs, in the Square, to provide educational materials, free resources, and conducting surveys of teenagers from Monday, August 5th to Friday, August 9th, 2024 from 11 a.m. to 6 p.m. Permission to close the Square if Police deem necessary.

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 IMPACT Melanoma
Address of applicant 490 Virginia Rd Concord, MA 01742
City State Zip
Phone number of applicant (603) 674-8156 Fax ()
Cell phone (603) 674-8156 E-mail lseavey@impactmelanoma.org

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

IMPACT Melanoma/Harvard School of Public Health

Website address (if an Organization, Firm or Corporation) https://impactmelanoma.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)

IMPACT Melanoma will be providing educational materials and handing out free resources such as brochures, frisbees, beach balls, lip balm and UV bracelets during the week.

Harvard Public Health will have 2 students conducting surveys of teenagers.

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.

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 _____ Work Phone (____) _____

Address _____
City State Zip

Cell phone (____) _____ Fax (____) _____

E-mail _____

4. SET-UP Date for Event 8/5/2024 Day of Week Monday from 11am to 6pm + *Event Date*
- Date of Event 8/6/2024 Day of Week Tuesday from 11am to 6pm
- Date of Event 8/7/2024 Day of Week Wednesday from 11am to 6pm
- Date of Event 8/8/2024 Day of Week Thursday from 11am to 6pm
- Date of Event 8/9/2024 Day of Week Friday from 11am to 6pm

TAKE-DOWN date EOD each day Day of Week _____ from _____ to _____

RAIN DATE(s) None Times N/A
(if rain date listed, insurance must list rain date)

5. Location of the Event Where Kim McLaughlin/Town best recommends
(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+

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.

We will set up tables, lawn chairs and shade umbrellas off a trafficked area so as not to be in the way. We want to be in a highly visited area but not in the way of businesses, beach goers, etc.

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 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:

IMPACT Melanoma/Harvard School of Public Health - CDC research project

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) :

IMPACT and Harvard have developed a safety plan that researchers and educators will use in the event of

a disruptive person. If things escalate, staff have been instructed to notify police/security on site, leave the premise, and return when safe to pack up for the day if needed.

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)

Nothing - we will pack up everything at the end of each day.

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? Wherever we are instructed to park.

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.

We provide our own trash bags for staff to use for the day.

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:

Is any other public works assistance needed? No thank you

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: _____

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.

We will have signs that go into the ground that have educational messages about the importance of sunscreen, along with directional arrows.

The message boards on our dispensers will also have sun safety messaging that has been approved for the CDC project.

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:

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

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

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

What time/date will the fireworks display occur? _____

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

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

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

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

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

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

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

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

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

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

SPECIAL EVENT PERMIT AGREEMENT

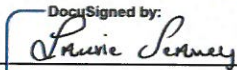
I, Laurie Seavey on behalf of IMPACT Melanoma
(Print Applicant Contact Name) (Print Organization/Group Name)

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. LS (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.

DocuSigned by:
Signature:  Date: 4/1/2024
(authorized representative)

Print name: Laurie Seavey

Print Organization Name (if applicable): IMPACT Melanoma

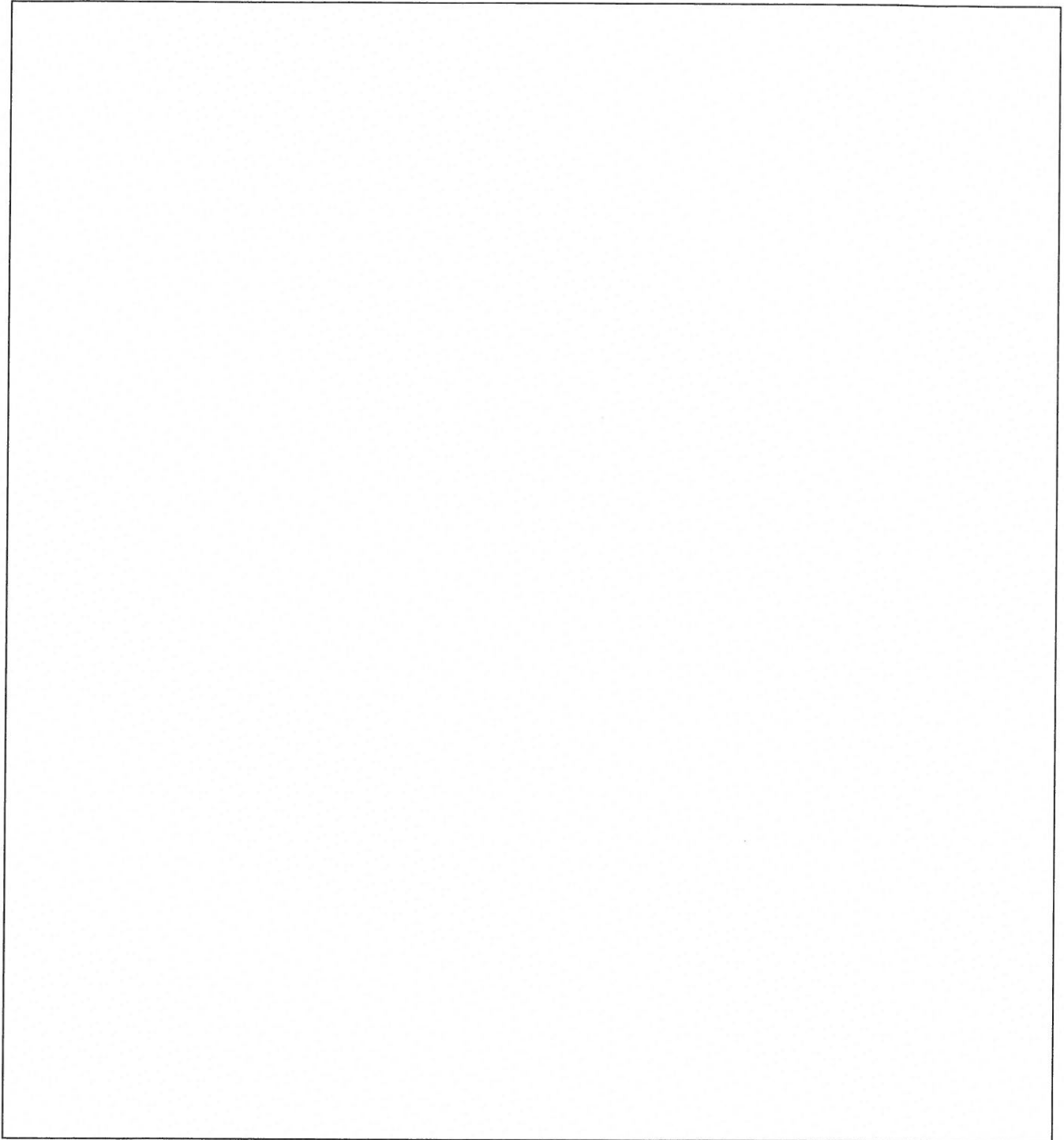
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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



Kim McLaughlin

From: Laurie Seavey <lseavey@impactmelanoma.org>
Sent: Monday, April 1, 2024 4:50 PM
To: Kim McLaughlin
Subject: Re: Special Event Permit

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.

It should include Monday
Laurie Seavey
Practice Safe Skin Manager
IMPACT Melanoma
One Concord Farms
[490 Virginia Road](#)
[Concord, MA 01742](#)
(C) [603-674-8156](#)
(O) [800-557-6352](#)
www.impactmelanoma.org

On Apr 1, 2024, at 2:59 PM, Kim McLaughlin <kmclaughlin@oobmaine.com> wrote:

Laurie,

I got your Special Event Permit. It is showing your set-up is on the 5th and the event is from the 6th through the 9th. Is that right, or should the event include Monday?

Thank you.

Kim

AGENDA ITEM #8143

Discussion with Action: Approve the Special Event Permit application for the Old Orchard Beach Recreation Department to hold Boy's Round Robin Basketball Games at the Memorial Park Basketball Courts on Saturday, July 13th, 2024, from 7 a.m. to 7 p.m., including set-up and takedown. Rain date July 14th, 2024, same times.

Chair: Shawn O'Neill



Town of Old Orchard Beach Special Event Permit application

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

APPLICATION INFORMATION

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

1. Name of applicant Tyler Stewart

Address of applicant 1 Portland Ave Old Orchard Beach ME 04064
City State Zip

Phone number of applicant () 207-229-3350 Fax () _____

Cell phone () 207-229-3350 E-mail tstewart@oobmaine.com

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

OOB Recreation, RSU 23 Athletics

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)

Round robin style basketball games for high schools sponsored by OOB Recreation in partnership with RSU 23 Athletics

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.

Pop up tents held down by sand bags, no stakes in ground

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 13th, 2024 Day of Week Saturday from 7:00am to 9:00am

Date of Event July 13th, 2024 Day of Week Saturday from 9:00am to 7:00pm

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 13th, 2024 Day of Week Saturday from 6:00pm to 7:00pm

RAIN DATE(s) July 14th, 2024 Times Same as above

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

5. Location of the Event Veterans Memorial Park Basketball Courts
(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): 2012 - 2023

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 promote parking at local lots and Loranger Middle School. Transportation from the school down to the park with our Recreation Bus

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

If yes, give details: 2 spots in the Veterans Memorial Park Lot for staff. We will place cones in the 15 min spots

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 cans available at 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 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:

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 N/A No

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

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

What time/date will the fireworks display occur? _____

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

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

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

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

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?

SPECIAL EVENT PERMIT AGREEMENT

I, Tyler Stewart 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. TS (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: 4/9/2024
(authorized representative)

Print name: Tyler Stewart

Print Organization Name (if applicable): Old Orchard Beach Recreation

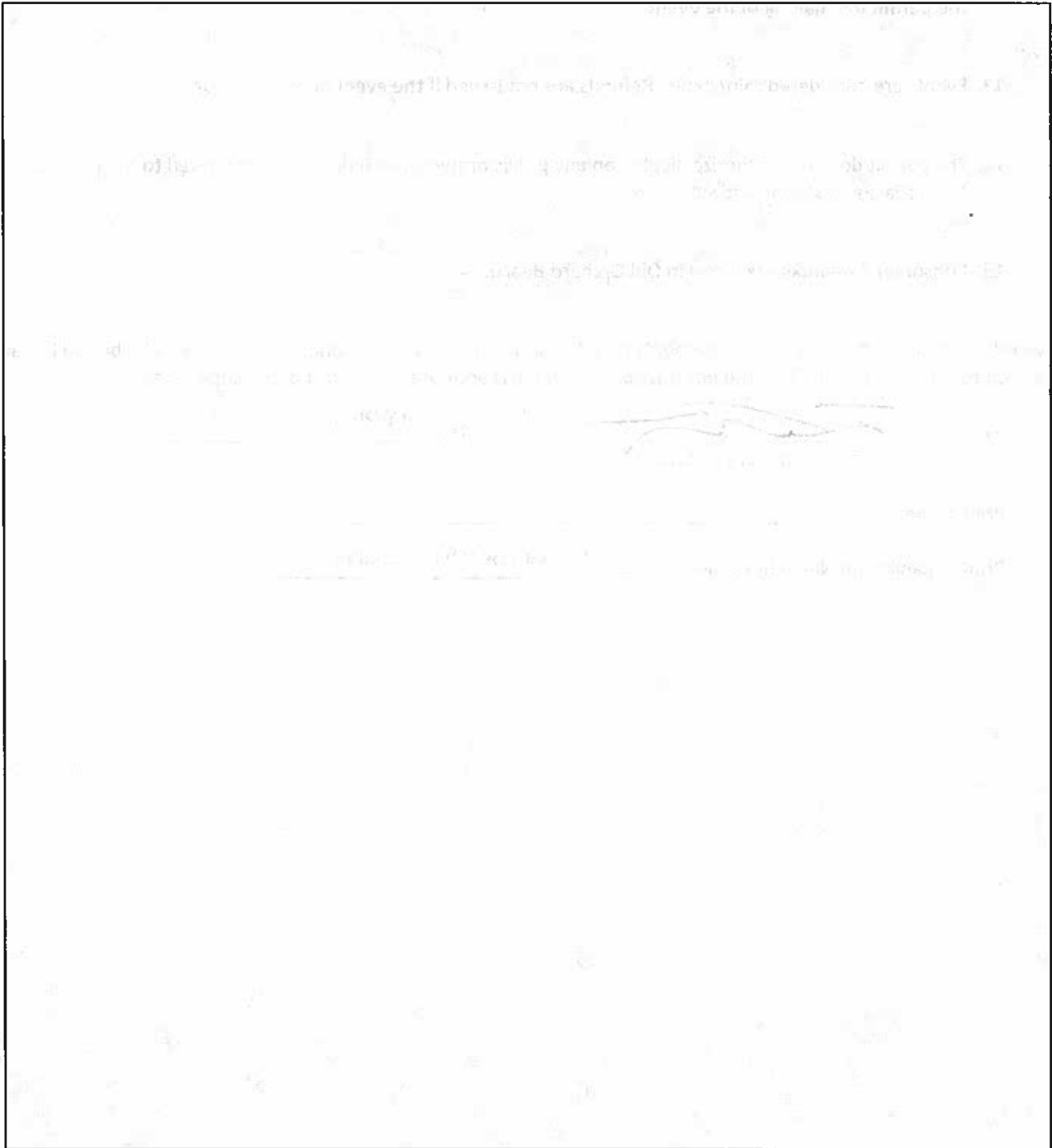
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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 #8144

Discussion with Action: Approve the Special Event Permit application for the Old Orchard Beach Recreation Department to hold Girl's Round Robin Basketball Games at the Memorial Park Basketball Courts on Saturday, July 20th, 2024, from 7 a.m. to 7 p.m., including set-up and takedown. Rain date July 21st, 2024, same times.

Chair: Shawn O'Neill



Town of Old Orchard Beach Special Event Permit application

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



APPLICATION INFORMATION

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

1. Name of applicant Tyler Stewart

Address of applicant 1 Portland Ave Old Orchard Beach ME 04064
City State Zip

Phone number of applicant () 207-229-3350 Fax () _____

Cell phone () 207-229-3350 E-mail tstewart@oobmaine.com

On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)
OOB Recreation, RSU 23 Athletics

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)

Round robin style basketball games for high schools sponsored by OOB Recreation in partnership with RSU 23 Athletics

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.

Pop up tents held down by sand bags, no stakes in ground

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 20th, 2024 Day of Week Saturday from 7:00am to 9:00am

Date of Event July 20th, 2024 Day of Week Saturday from 9:00am to 7:00pm

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 20th, 2024 Day of Week Saturday from 6:00pm to 7:00pm

RAIN DATE(s) July 21st, 2024 Times Same as above

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

5. Location of the Event Veterans Memorial Park Basketball Courts
(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): 2012 - 2023

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 promote parking at local lots and Loranger Middle School. Transportation from the school down to the park with our Recreation Bus

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

If yes, give details: 2 spots in the Veterans Memorial Park Lot for staff. We will place cones in the 15 min spots

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 cans available at 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: _____

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:

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 N/A No

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

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

What time/date will the fireworks display occur? _____

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

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

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

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

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?

SPECIAL EVENT PERMIT AGREEMENT


I, Tyler Stewart 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. TS (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: 4/9/2024
(authorized representative)

Print name: Tyler Stewart

Print Organization Name (if applicable): Old Orchard Beach Recreation

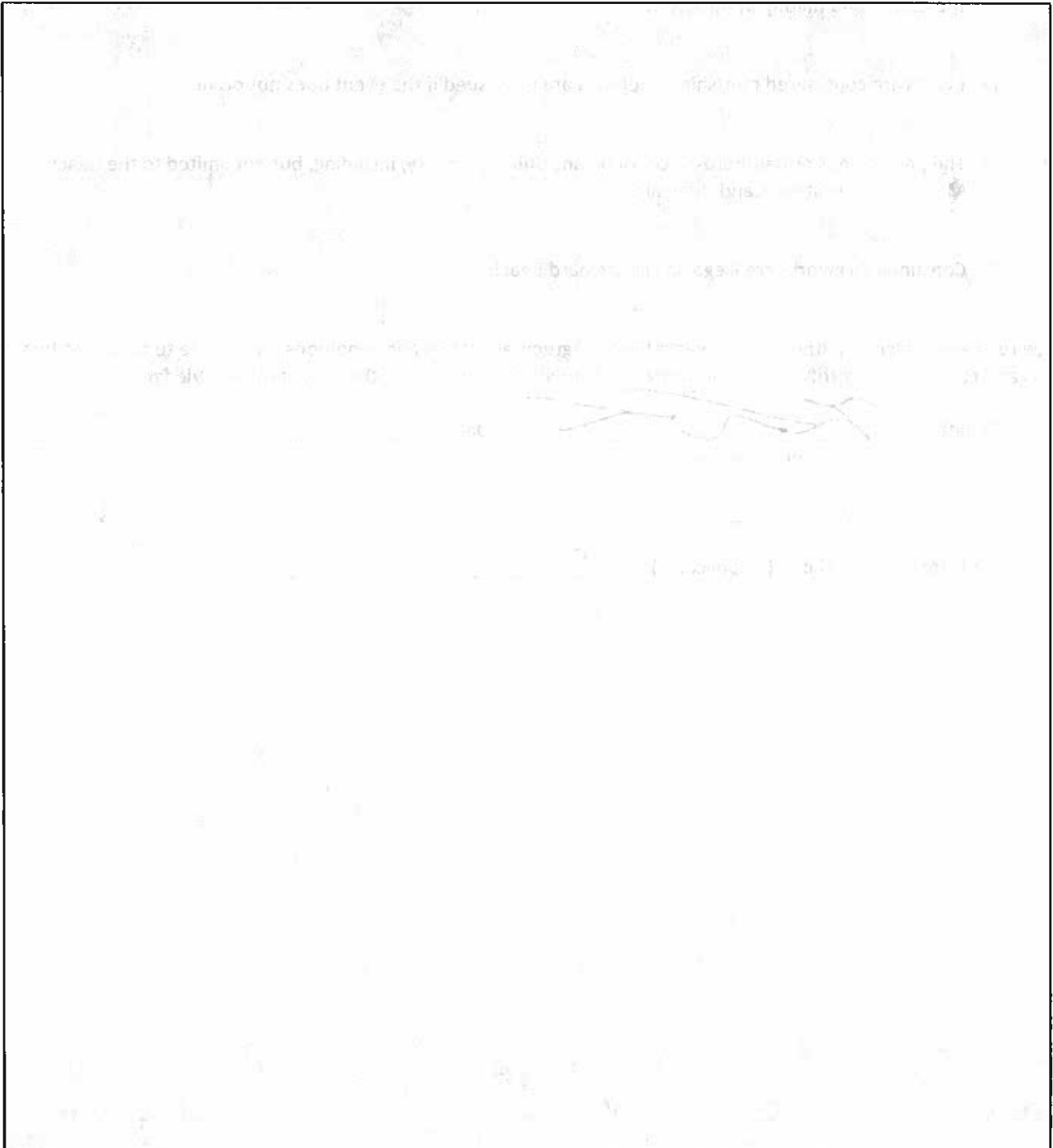
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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 #8145

Discussion with Action: Approve the FY 24 Line item transfer of 170,000 from account 20131-50104 Seasonal Reserves with a balance of 243,450.25 to account 20131-50106 Full time Employee wages with a balance of 153,333.31.

Chair: Shawn O'Neill

AGENDA ITEM #8146

Discussion with Action: Approve the FY 24 line item transfer of \$30,000 from account 20131-50109 Seasonal Overtime with a balance of \$33,187 to account 20131-50111 Overtime Wage Expense with a balance of (\$2,736.15).

Chair: Shawn O'Neill

AGENDA ITEM #8147

Discussion with Action: Approve the quote from Hill View Mini Barns in the amount of \$8,618.60 for the purchase of a 10x16' Storage Shed from account #50002-50826 Public Works Building Improvements with a balance of \$11,793.29

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill

From: [HillViewMiniBarns](#)
To: jgrant@oobmaine.com
Subject: Here is your Custom Shed Design, jarvis grant!
Date: Friday, March 22, 2024 2:51:36 PM
Attachments: [1522853498_logo.png](#)
[ef4e3b775c934dada217712d76f3d51f_home.png](#)
[ef4e3b775c934dada217712d76f3d51f_front.png](#)
[ef4e3b775c934dada217712d76f3d51f_left.png](#)
[ef4e3b775c934dada217712d76f3d51f_right.png](#)
[ef4e3b775c934dada217712d76f3d51f_back.png](#)
[ef4e3b775c934dada217712d76f3d51f_2d.png](#)

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.



Hill View Mini Barns
(207) 269-2800
3d@hillviewminibarns.com

Nice work, that is a beautiful looking shed! We are in the process of reviewing your design and will contact you within the next three business days to discuss pricing, typically the very next day! We also have our rent to own option so we get the best price for you. If you have immediate questions or concerns, please call us at (207) 269-2800 or email: 3d@hillviewminibarns.com



[Open Your Custom Design](#)

Customer contact information

Name: jarvis grant
Email: jgrant@oobmaine.com
Phone: (207)-934-2250

Delivery information

Address: 103 Smithwheel Rd
City: Old Orchard Beach
State: Maine

Zip: 04064

Here are the details you selected while building your custom shed.

Building Details

Style: Acadia Small	\$4428
Size: 10x16	
Siding: 30 Year LP SmartSide Siding	Included
Siding Color: Reihl Blue	
Roof Material: Architectural Shingles	Included
Color : Slate Gray	
Trim Color: White	
Base: 4 x 4 Pressure Treated Skids	
Porch: 4 Ft w web	\$850
Porch Railing: Log Railing	
Roof Pitch: Standard	
Roof Overhang: Standard Overhang	Included

Doors & Ramps

9 Lite Prehung Insulated Door	\$550
Color : Reihl Blue	\$60
Swing: In Swing	

Windows & Accessories

window: 30x36 Window with Frame	\$280
Color : White	
window: 30x36 Window with Frame	\$280
Color : White	

Flooring & Interior

Flooring: Upgrade AdvanTech 3/4 tongue and groove for floor	\$66
Floor Joist: 2x4 KD Joists 16" OC	
Loft: No Loft Selection	

Additional Options

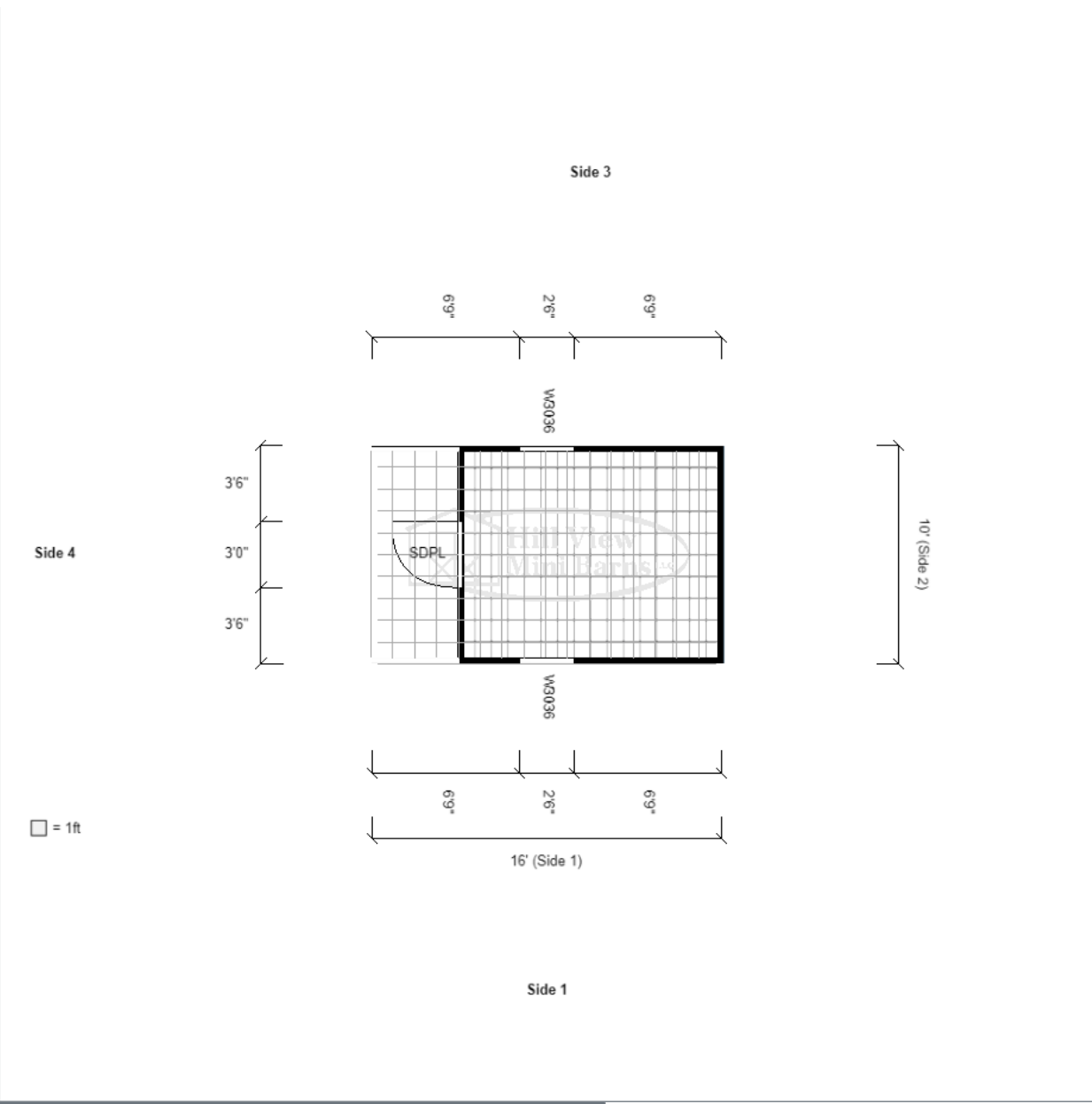
Fiberglass walls R13	\$782
Fiberglass ceiling R19	\$321.6
2" Styrofoam floor R13.1	\$300
Interior Corner Pkg(Interior corners & gable ends framed to receive interior finish, including collar ties on every rafter)	\$350
Roof Ridge Vent (Shingled Roof Only)	\$104
Roofing Tar Paper	\$88
Vent Soffit	\$64
Delivery Fee (Not Included in Total)	\$95.00

Total \$8523.6

Final pricing is subject to Hill View Mini Barns review and approval.

Floor Plan Image





SYMBOL LEGEND

SDPL 9 Lite Prehung Insulated Door **W3036** 30x36 Window with Frame

Thank you.



TUFF SHED®

Quote

Location: Portland | #660 | 207-387-2849

Scheduled Date:

Factory Location: Derry | #660 | 603-421-6873

Created Date: 04/11/2024

Prepared by: Rick Hazelton | (207) 370-6102 | rhazelton@tuffshed.com

Customer: jarvis grant
p. (207) 934-2250 | c. jgrant@oobmaine.com

Special Instructions:

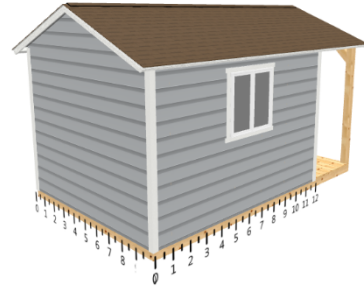
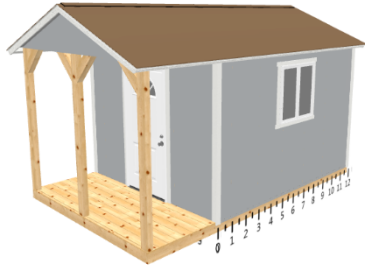
JDE SO
SF Quote Q-2631815

Ship to Address: 103 Smithwheel Rd
Old Orchard Beach, ME 04064

Line Item Description	Sales Price	Quantity	Promo	Add'l Disc	Total Price
Premier Pro Ranch Weekender 10 x 12 (10 x 16 Overall With Porch)	\$8,430.00	1.00	(\$0.00)	\$0.00	\$8,430.00
Vinyl Siding with OSB	\$3.39	359.00	(\$0.00)	\$0.00	\$1,217.01
Upgrade - 3068 Sunrise LH Swing In Residential Door	\$655.00	1.00	(\$0.00)	\$0.00	\$655.00
3'x3' Insulated Horizontal Sliding Window	\$259.00	2.00	(\$0.00)	\$0.00	\$518.00
Ridge Vent	\$11.00	17.00	(\$0.00)	\$0.00	\$187.00
Vinyl Siding - Flint	\$0.00	359.00	(\$0.00)	\$0.00	\$0.00
Leveling 0"-4"	\$0.00	1.00	(\$0.00)	\$0.00	\$0.00
PT Floor Frame in lieu of Steel	\$0.00	120.00	(\$0.00)	\$0.00	\$0.00
Integrated Porch - Endwall	\$0.00	40.00	(\$0.00)	\$0.00	\$0.00
Shakewood Lifetime	\$0.00	156.00	(\$0.00)	\$0.00	\$0.00
Door, Trim & Eave Paint - Nantucket White	\$0.00	2.00	(\$0.00)	\$0.00	\$0.00
Credit for Removal of Default Door	(\$575.00)	1.00	(\$0.00)	\$0.00	(\$575.00)
Delivery Fee	\$99.00	1.00	()	\$0.00	\$99.00

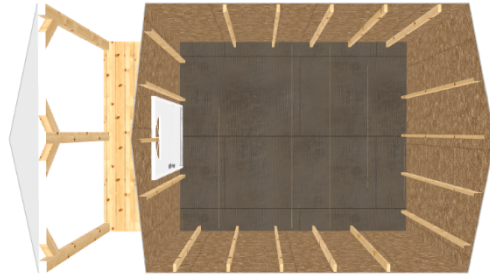
Gross Total	\$10,531.01
Discount	(\$0.00)
Net Total	\$10,531.01
Estimated Tax	\$579.22
Grand Total	\$11,110.23

The price quoted is valid through the expiration date of the promotion, but in no case shall be valid longer than seven days. Once an order has been placed, pricing is guaranteed for up to 6 months. If the installation is not completed within 6 months for any reason, Tuff Shed has the right to modify the order pricing. You will be notified regarding any price adjustment prior to installation or incurring any additional charges.



Wall D

Wall A



Wall C

Wall B

Base Details/Permit Details

Building Size & Style

Premier Pro Ranch Weekender - 10' wide by 12' long

Siding Colors

Base: Vinyl Flint, Trim: Nantucket White, Accent (Doors): Nantucket White

Roof Selection

Shakewood Dimensional Premium Shingle

Drip Edge

White

Is a permit required for this job?

No, If local jurisdiction requires a permit, fees will be added before installation can take place

Optional Details

Doors

Fan-Lite Residential Door (3' x 6'8") (Left Hand Inswing),

Windows

2 3'x3' Insulated Horizontal Sliding Window

Walls

359 Sq Ft Vinyl Siding with OSB

Roof

17 Lin Ft Ridge Vent

Porch

40 Sq Ft Integrated Porch - Endwall

Floor and Foundation

120 Sq Ft PT Floor Frame in lieu of Steel

Jobsite/Installer Details

Do you plan to insulate this building after Tuff Shed installs it?

Yes

Is there a power outlet within 100 feet of installation location?

Yes

The building location must be level to properly install the building. How level is the install location?

Within 4" of level

Will there be 18" of unobstructed workspace around the perimeter of all four walls?

Yes

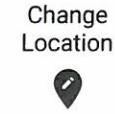
Can the installers park their pickup truck & trailer within approximately 200' of your installation site?

Yes

Substrate Shed will be installed on?

Not Anchored to Concrete with Shed Floor

Customer Signature: _____ Date: _____



Questions? Contact us at (207) 494-7546 or heather@shedhappens.com

 VIEW IN YOUR SPACE

 Estimate for [04064](#): \$11,221



Gable A-Frame - 10x16

The information below is an estimate only. Final pricing - including pricing adjustments, discounts, delivery, and taxes - will be provided with final quote prior to purchase.

Subtotal: \$11,221.12

Sales Tax (5.5%): \$617.16

Total Estimate: \$11,838.28

Style & Size

Style: Gable A-Frame	\$4,671.00
Siding: LP SmartSide	Included
Size: 10x16	Included
Porch: Front Porch	Included
Porch Depth: 4' Depth	\$2,101.95
Porch Length: 8' Porch Length	Included
Porch Railing: Standard	Included
Roof Material: Architectural Shingles	Included
Roof Pitch: 8/12 Upgrade	\$934.20

Colors & Materials

Roof Color: Custom Shingles	Included
-----------------------------	----------

Doors & Windows

3' Fiberglass 6-Lite Transom Door	\$795.00
30x36 Insulated Window	\$1,050.00



IdeaRoom SCENE










LEFT RIGHT IN OUT UNDO RESET



Change Location

View Details

Submit for Quote

Email Link

Sales Login

Questions? Contact us at (207) 494-7546 or heather@shedhappens.com

VIEW IN YOUR SPACE

SHARE Estimate for [04064](#): \$11,221



Gable A-Frame - 10x16

HOME
 SCENE
 LEFT
 RIGHT
 IN
 OUT
 UNDO
 RESET

Roof Material: Architectural Shingles	Included	▲
Roof Pitch: 8/12 Upgrade	\$934.20	

Colors & Materials

Roof Color: Custom Shingles	Included
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Doors & Windows

3' Fiberglass 6-Lite Transom Door	\$795.00
30x36 Insulated Window (Qty. 2)	\$1,050.00
Additional Skid (non-visual)	\$88.00
24x36 Aluminum Window (Credit) (Qty. 2)	-\$50.00

Flooring & Interior

Flooring: 3/4" LP Prostruct (Double Layer)	\$1,304.00
Floor Joist: 16" OC PT 2x6	Included

Additional Options

Vent (Qty. 2)	Included
Tyvek House Wrap	\$326.97

Pricing will be sent by a representative to ensure all pricing given is accurate. Current pricing and promotions will be included in the final quote and will require your review and approval prior to