



## Town Council - Meeting Agenda

December 2, 2025 @ 6:30pm  
Council Chambers - 1 Portland Avenue

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

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

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**ACKNOWLEDGEMENTS:**

**GOOD & WELFARE:**

**PRESENTATION:**

**ACCEPTANCE OF MINUTES:**

Accept the minutes from the 11/17/2025 Inaugural and Special Meetings, and the 11/18/2025 Regular Meeting and Workshop

Chair: Shawn O'Neill

**PUBLIC HEARING – ORDINANCE AMENDMENTS:**

Shall the Town amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, Section 54-187 to establish three (3) parking spaces on Ross Road in front of MBL 102-2-10 for access to a carry-in boat launch on Mill Brook.

Chair: Shawn O'Neill

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

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on December 2<sup>nd</sup>, 2025, at 6:30 p.m. to consider the following:

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

*Ross Road.* No vehicle shall be parked on Ross Road from the Saco Line to the Scarborough line, except three parking spaces for Carry in Boat Launch Parking Only, located on the east side of the road facing in a northerly direction in front of MBLU 102-2-10.

Per Order of the Municipal Officers this 18<sup>th</sup> day of November, 2025.

A True Copy  
Attest:

s/Kim McLaughlin  
Kim M. McLaughlin, Town Clerk

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

James Felton, By the Sea Team, (203-1-9), 99 Portland Avenue, 1 Year-Round Rental.

Michael Barbieri, (313-2-4-1), 15 Bay Avenue #1, 1 Year-Round Rental.

Aja Aiken / Lina Bryant, (306-2-3-8), 5 Kinney Avenue #204, 1 Year-Round Short-Term Rental.

Lane Wunderli / Jeremy Raible, (206-19-2), 3 Echo Avenue Unit #A, 1 Year-Round Rental.

Victor Popov, (206-25-3), 20 Grove Avenue, 1 Year-Round Rental.

George R Cunningham Living Revocable Trust, (316-4-1-2C), 1 Seacliff Avenue #2C, one (1) year-round rental.

Chair: Shawn O'Neill

# TOWN MANAGER REPORT

**NEW BUSINESS:**

**AGENDA ITEM #8902**

**Discussion with Action:** Approve the quote from D&E LLC, for the construction of a 260' sidewalk on Staples Street in the amount of \$100,000 from account # 50002-50507 Sidewalk CIP with a balance of \$634,267.77.

Chair: Shawn O'Neill

# Invoice

November 17, 2025

D&E LLC  
P.O. Box 314  
Old Orchard Beach, Me. 04064  
207-423-3810  
Timothyswenson@yahoo.com

**Bill To:**

Town of Old Orchard Beach  
1 Portland Ave.  
Old Orchard Beach, Me. 04064  
207-934-5714

DESCRIPTION	AMOUNT
Sidewalk in fron of library. Approx 260ft	
1.) Remove old curbing	
2.) Grub out for 6ft sidewalk	
3.) Install approx. 260ft of 6in granite curbing	
4.) Lay 12in gravel and compact	
5.) Pour new concrete sidewalk 6ft wide by 6in thick	
Amount Due Now	\$100,000.00

**THANK YOU FOR YOUR BUSINESS!**



**Mainway Landscaping & Excavating**  
**1021 Portland Rd.**  
**Saco, Maine 04072**  
**Phone 207-283-9884**  
**www.mainwaylandscaping.com**

**Proposal**

Date	Estimate #
9/25/2025	3225

Name / Address
Town of Old Orchard Beach

Project
Staple St

Description	Total
Dig Safe Property. Mobilize Equipment to site. Excavate existing asphalt curb and 2' of road. Disposal of all material offsite. Box Cut Area were sidewalk will be going from corner to library. Supply and Installation of 12" Type D gravel Compacting with a 10k pound roller. Supply and Install 6" of Type A Gravel up to sub base for 5' wide concrete sidewalk. Removal and Storing of Kiosk, sings and library return box. Kiosk, existing parking sings, Library return box will be installed at determined location provided by town.	44,864.00
Purchase and Installation of 6" wide granite curb per plan with tip down at the library entrance and parking lot. Curb to be backfill with concrete then gravel. Front of curb to be backfill and left for 2 lifts of asphalt.	29,150.00
Furnish and Install 300' x 4" x 5' Concrete Walkway with wire mesh. All walks to have a broom finish.	36,965.00
Asphalt to be done in two lifts after tack coast has been done. 2 1/2" of 19mm then 1 1/2" of 12.5 Mix rolled in place.	7,575.00
Once all work is done fix paver ramp at the library and loam all disturbed areas. Seed and Hay. Have all disturbed parking lines stripe.	5,862.00
<b>Total</b>	<b>\$124,416.00</b>

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum listed above with payments to be made as follows: 1/2 with return of signed proposal and balance upon completion.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Mainway Landscaping & Excavation Inc. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

## Diana Asanza

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**From:** Brent Bridges <bbridges@woodardcurran.com>  
**Sent:** Friday, October 10, 2025 11:40 AM  
**To:** Diana Asanza  
**Cc:** David Pinkham; Tim Fleury  
**Subject:** Estimate from Mainway Landscaping & Excavating  
**Attachments:** OOB Staples Street Sidewalk Pricing.pdf; Staples Street Sidewalk Quantity Estimates.xlsx; Est\_3225\_from\_Mainway\_Landscaping\_Excavation\_18344.pdf

Diana

This is the package we have been sending to contractors for the sidewalk work. David has this.

We sent this out to several contractors. David specifically wanted Shaw Brothers and Dearborn to bid as he is familiar with them but we haven't heard back from them even though Eric has been very persistent.

As you know RJ Grondin gave us a price of \$201,990 which we thought was ridiculous.

We did get this price from Mainway Landscaping, and we think it is reasonable, David has not worked with them and was hoping to get something from Shaw or Dearborn. Although Shaw Brothers hasn't responded to us with a quote, they recommended Tony Aceto at Mainway.

David could check out the work being done by Mainway in Biddeford to get a little more sense on their work as their recent project is in this area near the Dupois Hardware Store in Biddeford.

Let us try one more time to get a price out of Dearborn but if we can't by the beginning of next week, I think we need to move forward with Mainway.

Thank you

Brent

**IRRIGATION NOTES**

1. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO IRRIGATE ALL PLANTINGS AND AREAS TO BE PLANTED.
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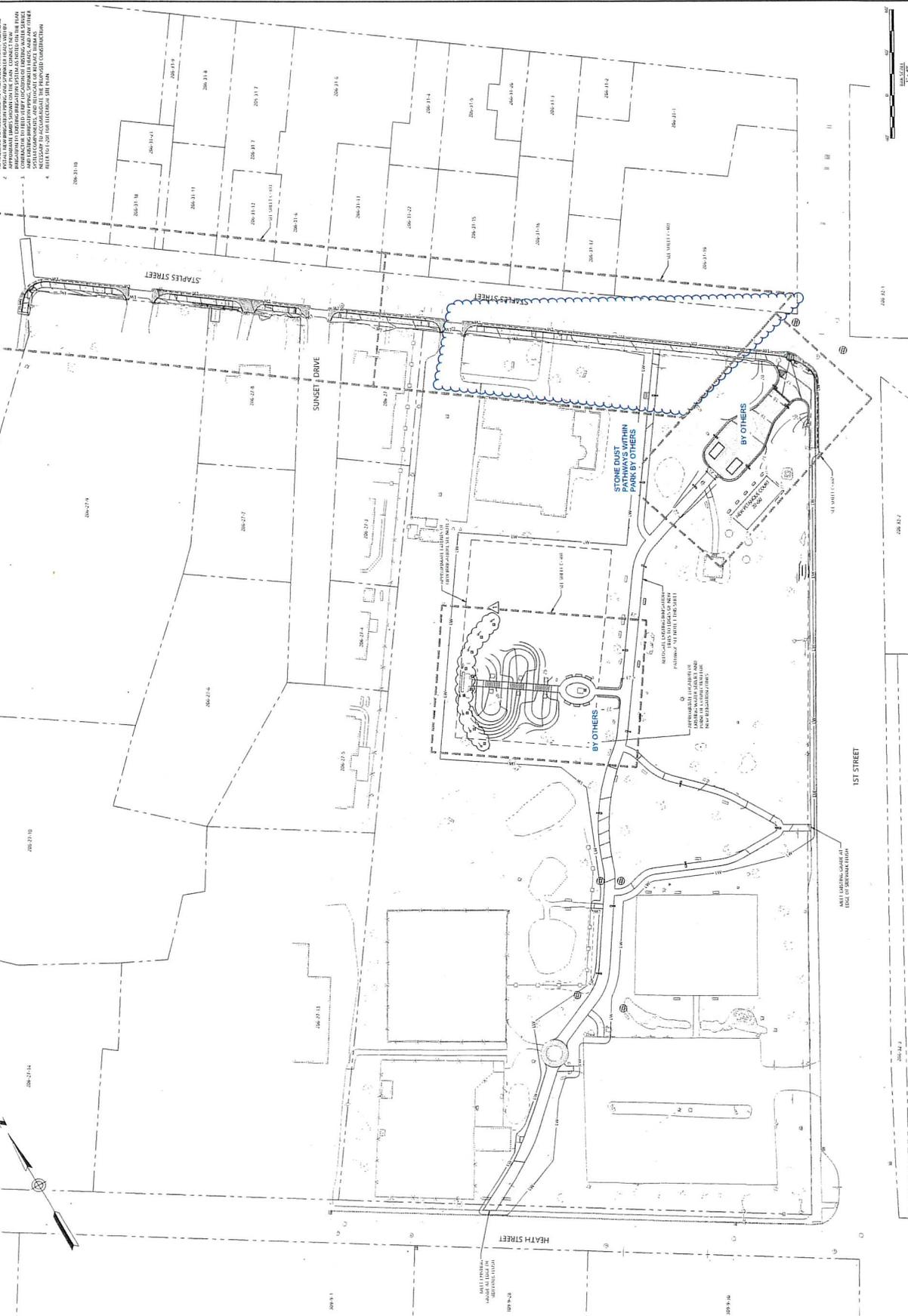
**CIVIL**  
**OVERALL GRADING,  
DRAINAGE & UTILITY  
PLAN**

PROJECT NO. C-300

TOWN OF OLD ORCHARD  
BEACH, MA  
VETERANS MEMORIAL PARK  
SITE IMPROVEMENTS

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NO.	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	08/14/2014
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**Staple Street Sidewalk**

<b>Pay Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Admin/Mobilization/Demobilization	LS	1		
2	Concrete Sidewalk	SY	170		
3	Detectable Warning Surfaces	LS	1		
4	Pavement Stripes	LF	450		
5	Traffic Control	LS	1		
6	Granite Curb	LF	190		
7	Pavement	SY	70		
8	Demolition, Disposal, and Restoration	LS	1		
9	Rock Excavation*	CY	5		

\*Rock excavation may or may not be necessary and quantities are indeterminate at this time

A1.5	Pavement Markings	LS	1	3,165.00	3,165.00
A1.6	Retaining Wall and Fencing	LS	1	25,550.00	25,550.00
A1.7	Demolition, Disposal, and Restoration	LS	1	55,300.00	55,300.00

**TOTAL ALTERNATE 1 BID PRICE** (based on Unit Price Schedule above).

three hundred seventy six thousand  
and four hundred fifty seven Dollars and  
fifty Cents

(Use words)

\$ 376,457.50  
(Use figures)

**ALTERNATE 2 BID SCHEDULE – CHANGE TO CONCRETE WALKWAYS:** Unit pricing for Alternates must be the same as used in the base Bid for the same items of Work.

Bid Alternate 2					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
A2.1	Stone Dust Walkway (Deduct)	SY	1500	-120.50	-180,750.00
A2.2	Concrete Walkway	SY	1500	511.00	766,500.00

**TOTAL ALTERNATE 2 BID PRICE** (based on Unit Price Schedule above).

five hundred and eighty five thousand  
and seven hundred fifty Dollars and  
zero Cents

(Use words)

\$ 585,750.00  
(Use figures)

Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions and Supplementary Conditions, if any.

## AGENDA ITEM #8903

**Discussion with Action:** Accept the proposal from Musco lighting for five (5) new Ballpark poles; A1, A2, B1, C1, and C2; to be installed by System Electrical Services CO Inc. in the amount of \$516,380 with \$160,000 from account #51002-50911 Ballpark Improvements with a balance of \$569,859.84 and \$356,380 from the Unassigned Fund Balance with a balance of \$12,856,382.44.

Chair: Shawn O'Neill

Date: November 17, 2025  
 Expiration date: December 17, 2025

Project: Old Orchard Beach Ballpark Phase 2  
 Old Orchard Beach, Maine  
 Musco Project Number: 240989

**Sourcewell**

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027  
 Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
 Sourcewell Purchase – Contract Number: 041123-MSL  
 Sourcewell Member Number: 95274

**Quotation Price – Materials Only Delivered to Job Site**

<b>Option 1 – B1 Pole</b> .....	<b>\$ 90,000.00</b>
<b>Option 2 – A1, A2, and B1 Poles</b> .....	<b>\$ 240,000.00</b>
<b>Option 3 – A1, A2, B1, C1 and C2 Poles</b> .....	<b>\$ 325,000.00</b>

*Sales tax, bonding, labor, installation, and unloading of the equipment are not included.*

*Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

**Light-Structure System™ with Total Light Control – TLC for LED™ technology**

**Guaranteed Lighting Performance**

- Guaranteed light levels
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

**System Description**

- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

**Control Systems and Services**

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

**Operation and Warranty Services**

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco’s Lighting Services Team – over 200 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

**Musco Scope**

- Provide design and layout for lighting system
- Test and final aim equipment

### ***Responsibilities of Buyer***

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- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Provide labor and equipment for installation of electrical distribution system  
Provide labor and equipment for installation of bases and poles
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- The unloading and storage of the material on site is the responsibility of the buyer

### ***Payment Terms***

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Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Attn: Musco Contracts  
Email: musco.contracts@musco.com

**All Purchase orders should note the following:**

**Sourcewell Purchase – Contract Number: 041123-MSL**

**Sourcewell Member Number: 95274**

### ***Delivery Timing***

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8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

### ***Notes***

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Quote is based on following conditions:

- Shipment of entire project together to one location.
- 480 Volt, three phase electrical system requirement.
- Structural code and wind speed = 2015 IBC, 130 MPH, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Alan Grady  
Sales Representative  
Musco Sports Lighting, LLC  
Phone: 207-604-8748  
E-mail: alan.grady@musco.com



SYSTEMS ELECTRICAL SERVICES INC.

5 WESLEY STREET

CHELSEA, MA 02150

Office: (617)466-0920, Fax: (617)466-0923

# PROPOSAL

DATE: 11/17/25  
 TO: MUSCO LIGHTING  
 ATTENTION: Alan Grady  
 PROJECT TITLE: **Old Orchard Beach Ballfield Lighting Upgrades**  
 LOCATION: **14 Emerson Cummings Blvd. Old Orchard Beach, ME.**

Alan,

We are pleased to provide you with this proposal for the work associated with the above referenced project. Please see a detailed description of services below.

### SCOPE OF WORK

- Supply and install new lighting package as provided by MUSCO lighting (purchased by others)
- Retain existing conduit and wiring for reconnection to new poles
- Extend branch circuit wiring to accommodate new pole layout as required
- Remove and replace ECE's on Pole B2 (ECE's provided by MUSCO, purchased by others)
- Install new MUSCO controls at existing control location, demo and dispose of existing controls
- Provide foundation installation (excludes rock drilling) *see adder for rock drilling/spread footing option*
- Provide excavation and backfill for conduit extension to new pole locations
- Provide loam and seed restoration of disturbed areas (watering by others)
- Demo and dispose of existing poles, lamps, ballasts as required
- Demo existing foundations to 2' below grade
- Work to be performed during normal daytime hours

### EXCLUSIONS

1. All permit fees
2. Modifications to the existing electrical service to provide additional circuit capacity excluded
3. Lighting package provided by others

OPTION 1: (POLE B1)	\$40,500
OPTION 2: (POLES B1,A1,A2)	\$116,800
OPTION 3: (POLES B1,A1,A2,C1,C2)	\$191,380

LEDGE/ROCK ADDER (PER LOCATION) \$9,800

PAYMENT TERMS: 0% deposit due at acceptance (\$0.00)  
 MONTHLY PROGRESS BILLING

#### GENERAL NOTES:

- SES to provide a One-Year warranty on material and installation (excluding materials supplied by others)
- Progress payment requisitions will be submitted per terms above
- Net 15 Days on all payment requisitions
- 1 ½% per month service charge will be added to all past due invoices

ACCEPTANCE OF PROPOSAL *This proposal becomes a legally binding contract when signed*

Contractor Signature

Customer Signature

*Nicholas D'Angelo Jr.*

Nicholas D'Angelo Jr.

Date:

**AGENDA ITEM #8904**

**Discussion with Action:** Accept the resignation, with regret, of Christopher Hitchcock from the Planning Board.

Chair: Shawn O'Neill

## AGENDA ITEM #8905

**Discussion with Action:** Vote on the Settlement Agreement between Dominator Golf, LLC v. Town of Old Orchard Beach, Karen L. Fortier, George Greene.

Chair: Shawn O'Neill

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) by Dominator Golf, LLC (“Releasor and/or Plaintiff”), as to any and all present claims as to The Town of Old Orchard Beach (the “Town”), George Greene (“Greene”), and Karen Fortier (“Fortier”) (the Town, Greene, and Fortier, may collectively be referred to as “Releasees” or “Defendants”), and sometimes all of whom are collectively referred to as (“the Parties”):

WHEREAS, Plaintiffs allege that on or about March 31, 2023, the Town Assessing department, through Greene and Fortier, improperly entered and inspected for assessing purposes the interior of the property located at 69 Wild Dunes Way, Old Orchard Beach, Maine (the “Premises” or “Work”);

WHEREAS, Plaintiffs filed a lawsuit against Defendants alleging certain claims, which is currently pending in the York County Superior Court, entitled *Dominator Golf, LLC v. Town of Old Orchard Beach et al.*, YORSC-CV-2025-24 (the “Action”);

WHEREAS, the Parties wish to avoid the expense, delay, inconvenience, and uncertainty of protracted litigation; and,

WHEREAS, after mediation, and approval of a Binding Agreement of Settlement Terms, the Parties have reached an agreement to settle and resolve the Action;

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plaintiffs agree as follows:

**1. Payment of Settlement Funds.** The Town, through its insurer, shall pay Plaintiff the sum total of Seventeen Thousand Five Hundred Dollars (\$17,500.00) within twenty one (21) days of the execution of this agreement and receipt of a W9;

**2. Release.** In consideration of the above-mentioned settlement and other valuable consideration received, the sufficiency of which is expressly acknowledged and received, the Releasor, on behalf of itself and its owner(s), member(s), officer(s), employee(s), agents, representatives, as well as its successors and assigns, hereby agrees to release, acquit and forever discharge the Releasees and their representatives, agents, employees, officers, managers, elected officials, heirs, spouses, as well as their insurers, including but not limited to, Travelers Insurance Company and The Charter Oak Fire Insurance Company, and their successors and assigns (the “Releasees”), in the Action from all causes of action, damages, obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys’ fees, actions or liability of any nature whatsoever, whether known or unknown, which they now have or ever had against them,

from the beginning of the world and time to the date of their signing of this agreement, whether arising in law or in equity or otherwise, whether known or unknown, foreseen or unforeseen, that were asserted in the Action, including claims that could have been asserted in the Action, and/or arising out of or in any way relating to the subject matter of the Action.

**3. Dismissal of Lawsuit; Costs and Fees.** Upon receipt of the payment set forth above, the Parties represent and agree that they shall dismiss the pending Action and shall cause their attorneys to execute a stipulation of dismissal of the Action with prejudice and no assessment of costs or attorney fees for any part to the Action. In accordance with the stipulation for dismissal, Plaintiff, and all parties to the Action, shall bear their own attorneys' fees, costs, and expenses in connection with this action.

**4. Defense and Indemnification.** Upon receipt of the payment set forth above, Plaintiff agrees to hold the Releasees harmless from, and to defend and indemnify against any now pending or subsequently initiated suits, claims, judgments, or expenses of any kind, including without limitation, contribution or indemnification, by any person or organization (or subrogation by an insurer of any such person or organization) on account of judgment, assertion of settlement of any claims asserted by or on behalf of any Releasors as a result of the claims, costs, injuries, or damages allegedly sustained by Releasors or in anyway related to claims raised or which could have been raised in the Action. This defense and indemnity agreement expressly applies to any claim asserted by the current owner of the subject property for tax abatement by Daniel J. Pugliares, having been deeded the property on or about June 20, 2023, from Plaintiff through Domenic Pugliares (the owner of Plaintiff) and Serena Pugliares, to the extent the abatement application asserts improperly obtained information contained within the property card as a result of the inspection occurring on or about March 31, 2023.

**5. Town Website.** The Town agrees to place on its website, on the code enforcement department and tax assessing pages, the following language:

Assessing Page:

Notice to Owner: If the Assessing department wishes to inspect the interior of your property, you or your designated agent must be asked to grant permission for the interior inspection. Allowing or declining to allow the Assessing department to inspect the interior of your property is at the owner's or its designated agent's discretion, unless otherwise authorized by court order. If you have any questions regarding this process, please contact Assessing or the Town Manager's office.

Code Enforcement Page:

If the assessing department also wishes to inspect the interior of your property by accompanying the Code Enforcement Officer on a code inspection, you or your designated

agent must be asked to grant permission for Assessing to conduct the interior inspection. Allowing or declining to allow the Assessing department to inspect the interior of your property is at the owner's or its designated agent's discretion, unless otherwise authorized by court order. If you have any questions regarding this process, please contact Assessing or the Town Manager's office.

These notices shall not be removed or altered unless ordered to be removed or altered by the legislative body of the Town. However, nothing shall prohibit the Town from adding additional information or guidance to either page. Additional language may include, by way of example and not limitation, notice to property owners of statutory requirements for assessing, or the options of Assessing to seek an administrative inspection warrant, to estimate the value based on any exterior observations, or send a formal request pursuant to 36 M.R.S.A. §706-A.

**6. Governing Law.** This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of Maine, without regard to conflict of law principles.

**7. Compromise of Disputed Claims.** The Parties understand that this Agreement is the compromise of disputed claims, and that the settlement is not to be construed as an admission of liability on the part of any Party, by whom liability is expressly denied.

**8. Additional Warranties.**

**A.** The Parties warrant that no promise or agreement not herein expressed has been made; that the Parties did not rely upon any statement or representation made by any other Party to this Agreement or by said Party's agents, servants, employees or attorneys, but relied solely upon its own judgment with advise of legal counsel that the above-mentioned consideration is received in full compromise, settlement and satisfaction of all the aforesaid claims and demands whatsoever; no promise for other or further consideration has been made; that the consideration expressed herein is the sole consideration for this Agreement; and such consideration is contractual and not a mere matter of recital.

**B.** In entering into this Agreement, the Parties represent that they have the full right, power, and authority to execute, deliver and perform under this Agreement; that this Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms; that no consent, approval, authorization, or notice to or from any person or entity is required or necessary for this Agreement's execution or performance; and that no party has assigned, conveyed, or otherwise transferred any claims, causes of action, or rights arising out of or in any way based upon the subject matter of this Agreement.

**C.** The Parties have made such investigation as they deem necessary and declare that the terms of this Agreement are fully understood and voluntarily accepted by them. This Agreement is freely and voluntarily executed by the Parties after each has been apprised of all relevant information pertaining thereto and after expressly indicating that no further information is required in order to provide informed consent to the terms and conditions of this Agreement.

**D.** The Parties agree that the provisions of this Agreement are severable such that the valid provisions shall survive in full force and effect in the event any one or more provisions are determined to be invalid and unenforceable by an arbitrator or court of law.

**E.** Plaintiff understands and acknowledges that Defendants have not made any warranty or representation as to the tax consequences of this Settlement Agreement and each of the Parties agrees and acknowledges that they are relying on their own legal and/or tax advisors with respect to any tax related aspects of this Settlement Agreement.

**F.** This Agreement is the entire agreement between the Parties and fully supersedes and replaces any and all prior and contemporaneous agreements, contracts, representations, warranties, promises or understandings, of any kind, between the Parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the Parties.

**G.** The Parties acknowledge that this Agreement is the result of good faith negotiations between the Parties through its respective counsel; that the Parties and their counsel have carefully reviewed and examined this Agreement before execution; the Parties have consulted with their Counsel regarding the meaning and significance of the Release contained in this agreement; by signing this agreement, the Parties are not relying on any representation by any other Party except as otherwise set forth in the Agreement; any rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement; and this Agreement shall not be interpreted as characterizing any Party as a prevailing party for any purpose.

**H.** This document may be executed in counterparts and that each of which shall be considered an original but all of which together shall constitute one and the same instrument.

**9. Headings.** The headings contained in this agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have read and agree to be bound by the above terms and conditions and have entered into this Agreement effective as of the date first written above.

Dominator Golf, LLC

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DATE

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By:

Its:

The Town of Old Orchard Beach

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DATE

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By:

Its:

## AGENDA ITEM #8906

**Discussion with Action:** Set the Public Hearing date of December 16<sup>th</sup>, 2025, to amend the Code of Ordinances, Chapter 18, Businesses, Article II, Licenses adding definitions for commercial rental license, rent, and residential rental license; changing the name of Chapter 18 from Businesses to Licensing; adding to Section 18-31, License Required, Expiration clarifying the residential rental license, commercial rental license, and business license; and deleting the following from Section 18-33 Application (a) (5): “unless the applicant has previously received a license under this article for the same business or activity at the same location and the license has been applied for prior to April 30 of the expiration year”.

Chair: Shawn O’Neill

## **ARTICLE II. LICENSES**

### **Sec. 18-26. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Any personal property tax* shall mean all personal property taxes assessed against any person within the definition of applicant, whether or not the property so taxed is used in the conduct or operation of the business or activity for which the license is sought.

*Applicant* means all of the following persons: (i) the owner of any personal property used in the conduct of the business or activity for which the license is sought, (ii) the owner of the business or activity for which the license is sought, and (iii) the person who conducts or operates the business or activity for which the license is sought.

*Business license* means a license for any activity on Appendix A of this code other than Commercial and Residential rental.

*Coin-operated amusement device* includes but is not limited to jukeboxes, flipper games, video games, pinball machines, pool tables or billiard tables.

*Commercial rental license means a license for any rental unit that consists of 5 units and more, hotel, motels, Inns, bed and breakfasts, cabins, condotels*

*Documented and relevant disturbance* means a separate complaint of disorderly, indecent, or riotous conduct upon any licensed establishment that results in a police response and report of such occurrence and which the chief of police, in consultation with the license administrator and any other appropriate municipal staff, determines was caused by or causally related to the manner in which business was conducted at the licensed location.

*License administrator* means the code enforcement officer or such other municipal employee as the town council may designate by order.

*Rent means to grant the possession or use of housing in exchange for money or services rendered.*

*Residential rental license means a license for any rental unit including condominium, single family, two family, and multifamily up to and including 4 unit buildings.*

*Seasonal rental*, means any rental unit, including hotels, motels, cabins, condominiums, single-family homes, duplexes or multifamily dwellings which are rented or available to be rented only during the period March 1 to December 1.

*Short-term rental* means any building or structure, or portion thereof, that is offered or provided to a guest or guests to be used for living or sleeping for a fee for less than 30 consecutive days, with the exception of motels, hotels, bed and breakfast, inn's, overnight cabins, and campgrounds. Short-term rental units may be whole house, duplexes, multifamily, apartments, condominiums, condominium hotels/motels, and individual rooms or individual units in homes, duplexes, multifamily, apartments, condominiums, and condominium hotels/motels.

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*Year-round rental* means any rental unit, including hotels, motels, cabins, condominiums, single-family homes, duplexes or multifamily dwellings which are rented or available to be rented at any time during the calendar year.

(Ord. of 6-13-1961, § 2(B); Ord. of 2-16-1988; Ord. of 11-8-1993; Ord. of 4-26-1995; Ord. of 3-2-1999; Ord. of 4-20-1999; Ord. of 5-4-2010(1); Ord. of 2-21-2023)

Cross reference(s)—Definitions generally, § 1-2.

### **Sec. 18-27. Purpose.**

The purpose of this article is to provide the town council a reasonable medium of regulating the ~~businesses~~ **and licensing of** activities identified in the schedule set forth in section 18-32 and to protect and promote the health, welfare and safety of the town residents and of the general public.

(Ord. of 6-13-1961, § 2(A); Ord. of 2-16-1988)

### **Sec. 18-28. Violation and Penalties.**

- (a) Any person who operates or conducts any business or activity for which a license is required under this article without first obtaining such license commits a civil violation and shall be subject to a fine not to exceed \$100.00 for the first day the offense occurs. The second day the offense occurs, the fine amount shall not exceed \$250.00. The third day and subsequent days thereafter, the fine amount shall not exceed \$500.00. Each day such violation continues shall be considered a separate violation.
- (b) Any licensee who commits a civil or criminal violation in the course of conducting a licensed business or activity or who permits a business or activity to occur which involves an act, omission or condition that is:
  - (1) Contrary to the health, morals, safety or welfare of the public;
  - (2) Unlawful or fraudulent in nature;
  - (3) Unauthorized or beyond the scope of the license granted;
  - (4) Forbidden by the provisions of state law or town ordinance applicable to the trade, profession, business, privilege, act or operation for which the license is granted; or
  - (5) Not in compliance with all conditions required as precedent to the granting of the license, commits a civil violation.

Such violations shall be punishable as specified in section 18-28(a).

- (c) All fines shall be recovered upon complaint for use by the town and shall be placed in the town treasury.
- (d) Any person, including without limitation a real estate broker, associate real estate broker, real estate sales agent, or property manager, who rents an unlicensed rental unit on behalf of the unit's owner commits a violation of this ordinance and is subject to the fines imposed by section 18-28(a) above, which fines may be imposed in addition to any fines imposed upon the unit owner.

(Ord. of 6-13-1961, § 5(A), (B); Ord. of 2-16-1988; Ord. of 8-7-2001; Ord. of 10-16-2007; Ord. of 5-4-10(1))

### **Sec. 18-29. Enforcement.**

The police department shall investigate any alleged violation of this article. Upon verification of the alleged violation, the police department may issue a citation for a civil violation.

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(Ord. of 6-13-1961, § 9; Ord. of 4-26-1995; Ord. of 7-20-1995)

### **Sec. 18-30. Payment of Fees.**

All fees required to be paid under this article shall be paid prior to the issuance of the license.

(Ord. of 3-2-1999, § 10; Ord. of 4-20-1999; Ord. of 8-24-1999; Ord. of 5-4-10(1))

### **Sec. 18-31. License required; expiration.**

a) A License approved by the town council is required for all activities listed in Appendix A Schedule of License, Permit and Applications Fees as set forth in appendix A of this code. These licenses are broken out in the following categories:

- (1) Residential rental license (see definition). A separate license is required for each Assessing Map ID Map/block/Lot/Unit.
- (2) Commercial rental license (see definition). A separate license is required for each Assessing Map ID Map/block/Lot/Unit.
- (3) Business license (see definition). A separate license is required for each business.

(ba) The town council is authorized to grant, grant subject to conditions, or deny licenses for any business or activity listed in the schedule set forth in section 18-32 in accordance with the terms of this article except that town council review is mandatory to grant, grant subject to conditions, or deny all victualers licenses with beer, wine or liquor and special amusement licenses listed in the schedule set forth in section 18-32. The license administrator shall have the right to refer any licenses to the town council for public hearing and action if, in the license administrator's judgment, the application merits such scrutiny.

(cb) Until the 2011 license cycle, any such license shall expire on May 1 of each year, unless otherwise provided therein, except that a license for which a renewal application is filed prior to May 1 shall continue in effect until the license administrator or the town council, if council action is required under section 18-38, has acted on the renewal application.

- (1) For the license cycle starting in 2011, licenses granted for businesses on properties on tax map numbers 101-1-1 through and including 305-4-1 shall expire on May 1, 2012. Licenses for these parcels shall expire on May 1 every other year for future cycles. (i.e. 2014, 2016 etc.) Licenses issued to businesses without tax map numbers shall be assigned to this expiration schedule.
- (2) For the license cycle starting in 2011, licenses granted for businesses on properties on tax map numbers 305-4-2 through and including 404-9-10 or higher numbers subsequently created shall expire on May 1, 2013. Licenses for these parcels shall expire on May 1 every other year for future cycles. (i.e. 2015, 2017 etc.) Any such license shall expire on May 1 of the year, unless otherwise provided therein, except that a license for which a renewal application is filed prior to May 1 shall continue in effect until the license administrator or the town council, if council action is required under section 18-38, has acted on the renewal application.

(de) Payment of a pro rata license fee shall be allowed as follows: In the event of a change in ownership, license category or other activity necessitating a new business license, the applicant shall be required to pay the new application fee plus the percentage of the fee set forth in appendix A based on the percentage of the licensing cycle remaining.

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(ed) Any person engaged in any business or activity listed in the schedule set forth in section 18-32 shall obtain a license for that business or activity even if such person also engages in some other business or activity not requiring a license.

(fe) No person shall operate or conduct any business or activity identified in the schedule set forth in section 18-32 without first obtaining a license therefor, nor shall any person operate or conduct any business or activity identified in the schedule set forth in section 18-32 except in compliance with the terms of this article and any conditions imposed upon the license issued.

(Ord. of 6-13-1961, § 1; Ord. of 2-16-1988; Ord. of 6-18-1991; Ord. of 3-2-1999; Ord. of 4-20-1999; Ord. of 5-4-10(1))

### **Sec. 18-32. Schedule.**

The schedule of license, permit and application fees is set forth in appendix A of this Code.

(Ord. of 4-1-2003)

### **Sec. 18-33. Application.**

(a) Any person who owns, operates or conducts any business or activity listed in the schedule of license, permit and application fees set forth in appendix A of this Code shall make application to the town council for a license to conduct such business or activity by submitting the following to the license administrator:

- (1) A description of the business or activity which the applicant proposes to operate or conduct and the location at which the licensed activity or business will occur.
- (2) A statement that the applicant has secured or is in the processing of securing all state or local permits required for the licensed business or activity, provided that any license issued by the town council prior to the receipt of such other permits shall not authorize the operation of the business until all such other permits are obtained.
- (3) A statement that the business and the premises are in compliance with all local ordinances other than this article, including but not limited to article II of chapter 6 pertaining to special amusements, the building code in article II of chapter 66, and chapter 78 pertaining to zoning.
- (4) Evidence of satisfactory resolution of any public health, safety or welfare problems occurring in the operation of that or a similar business at the same location in the immediately preceding year, including but not limited to neighborhood complaints, disorderly customers, and excessively loud or unnecessary noise that initiate complaints to or require a response from the police, fire department or other municipal regulatory body or employee.
- (5) A nonrefundable application processing fee as specified in the schedule of license, permit and application fees in appendix A of this Code, ~~unless the applicant has previously received a license under this article for the same business or activity at the same location and the license had been applied for prior to April 30 of the expiration year.~~
- (6) Identify if the business includes a short-term rental(s) as defined in section 18-26 of this article.

(b) The town council may require documentation of any of the information provided in the license application whenever the council determines that such documentation is needed to process the application.

(Ord. of 6-13-1961, § 4(A); Ord. of 2-16-1988; Ord. of 5-5-1998; Ord. of 3-2-1999; Ord. of 4-1-2003, § 2; Ord. of 5-4-10(1); Ord. of 2-21-2023)

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**Sec. 18-34. Notice of special amusement and victualers with beer, wine and/or liquor applications; public hearing.**

- (a) The license administrator shall give notice of all special amusement and victualers with beer, wine and/ or liquor license applications by posting a list of the applicants and the licenses applied for in the town hall at least seven days prior to the license hearing.
- (b) The town council shall conduct a license hearing at which it shall announce the pending special amusement and victualers with beer, wine and/ or liquor license applications, although it may incorporate by reference a previously published list thereof. Any applicant and member of the public shall be permitted to speak with regard to a specific license or applicant; provided, however, that if no one desires to speak in favor of or in opposition to a license application, the town council is authorized to act upon such application without hearing any testimony. The town council is authorized to inquire of any municipal employee, including without limitation the tax assessor, the building inspector, the electrical inspector, the town manager or any representative of the police or fire department regarding any matter within their expertise and pertaining to any such license application.

(Ord. of 6-13-1961, § 4(B); Ord. of 2-16-1988; Ord. of 4-26-1995; Ord. of 3-2-1999; Ord. of 4-20-1999; Ord. of 5-4-10(1))

**Sec. 18-35. Denial; imposition of conditions for issuance.**

- (a) Failure to provide any of the information required by section 18-33 to the license administrator in a timely manner shall be cause for a denial of a license application.
- (b) The town council shall consider information provided by the applicant or received from the administrative board convened per section 18-38 or 18-39, the building inspector, the electrical inspector, the town manager, the police chief, the fire chief or any other municipal employee or the general public in determining whether to issue, issue subject to conditions, or deny any license requested. The town council may deny a license application if it finds that:
  - (1) The applicant does not have the legal right to occupy the premises for which the license is sought;
  - (2) Required state or local permits have not been obtained or applied for;
  - (3) The business or activity is not or the premises are not in compliance with other local ordinances;
  - (4) Any public health, safety or welfare problems which occurred in the operation of the business or activity or a similar business or activity on the premises during the immediately preceding year were not satisfactorily resolved and are likely to recur;
  - (5) The applicant for the license has, during the immediately preceding year, committed or permitted, in the course of conducting a business or activity subject to this article, an act or omission which constitutes a violation of this article as defined in section 18-28 or 18-39;
  - (6) The applicant is delinquent in paying any personal property tax assessed by the town, unless there is pending at the time of application for the license a request for abatement of the tax or an appeal of the tax assessment;
  - (7) The licensed location has had three or more documented and relevant disturbances as verified by the police chief within the previous licensing period, which documentation shall be provided to the license administrator by the police department;
  - (8) The applicant owes any fine, penalty or judgment to the town as a result of any violation of this article and the fine, penalty or judgment, with any accrued interest, has not been paid in full. Notwithstanding

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anything to the contrary in 1 M.R.S.A. § 18-3202, this subsection applies to actions and proceedings pending on the effective date of the Ordinance of April 15, 1997; or

- (9) The applicant owes any amount to the Town of Old Orchard Beach for services rendered by the town or by town employees to the applicant or the applicant's property, is in default on any performance guarantee or contractual obligation to the town, or is otherwise delinquent in any financial obligation to the town, including real property taxes.
- (c) The town council may also impose conditions on the operation of any licensed business or activity, such as restrictions on the hours of operation, a requirement of trash removal at specified intervals, or implementation of particular forms of crowd control, where the public interest so requires.
- (d) When the town council denies a license, written notice of the decision shall be provided to the applicant within ten days thereof, which shall set forth the reasons for the denial. The licensee shall receive written notice in the same manner of any conditions imposed upon the license whenever conditions are imposed, and the license administrator shall note such conditions on the license records maintained by the license administrator.

(Ord. of 6-13-1961, § 4(C); Ord. of 2-16-1988; Ord. of 6-18-1991; Ord. of 11-8-1993; Ord. of 3-4-1997; Ord. of 4-15-1997; Ord. of 3-2-1999; Ord. of 4-20-1999; Ord. of 4-15-2008; Ord. of 5-4-10(1); Ord. of 3-1-2016)

### **Sec. 18-36. Effective date; payment of full fee required.**

- (a) A license issued pursuant to this article shall be effective as of the date issued or as of the date payment of the appropriate license fee is received by the license administrator, whichever is later.
- (b) Payment in full of the license fee is required for each license.

(Ord. of 6-13-1961, § 4(D); Ord. of 2-16-1988; Ord. of 3-2-1999; Ord. of 4-20-1999; Ord. of 5-4-10(1))

### **Sec. 18-37. Inspections.**

- (a) A licensee, as a condition of receipt of a license under this article, must allow any town official who is performing his official duties and who presents valid identification to enter the licensed premises at the same times and in the same manner as the licensee's patrons, customers or invitees, and the licensee shall not charge such town official any admission or entry fee.
- (b) A licensee, as a condition of receipt of a license under this article, must also allow any town official who is authorized to determine compliance with federal, state or town law and who presents valid identification to enter at any reasonable time any portion of the licensed premises which the licensee has the right to enter or occupy.
- (c) Failure to allow entry required by this section shall constitute a violation of this article and shall constitute cause for nonrenewal, suspension or revocation of this license.

(Ord. of 7-20-1990, § 7)

### **Sec. 18-38. Renewals.**

- (a) The license administrator is authorized to renew, without further action by the town council, the license of any person holding a license pursuant to this article, referred to as the "licensee," upon receipt of the required fee and of a written statement from the licensee that there has been no material change in the

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information provided in the licensee's previous application. The license administrator may not renew a license, but must refer the application to the town council, if:

- (1) The license has been suspended or revoked by the town council during the preceding licensing cycle as outlined in section 18-31 of this chapter.
  - (2) The license administrator has received, during the past licensing cycle as outlined in section 18-31 of this chapter, any written complaint from any person charging that the licensee has violated the terms of this article or any other section of this Code or town ordinance.
  - (3) The applicant is delinquent in paying any personal property tax assessed by the town, unless there is pending at the time of application for the license a request for abatement of the tax or an appeal of the tax assessment.
  - (4) The licensed location has had three or more documented and relevant disturbances as verified by the police chief within the previous licensing cycle as outlined in section 18-31 of this chapter, which documentation shall be presented to the license administrator in writing by the police department.
- (b) In cases involving a complaint under subsection (a)(2) of this section or disturbances under subsection (a)(4) of this section, the license administrator shall bring the complaint or disturbance to the attention of the town manager before referring the application to the town council. The town manager will then convene an administrative board consisting of the town manager; the police chief; the fire chief; the license administrator; the planning director; a member of the town business community appointed by the town council; and a citizen of the town, not an employee of the town, appointed by the town council, an alternate member of the town business community appointed by the town council; and an alternate citizen of the town, not an employee of the town, appointed by the town council, to discuss the complaint or disturbance with the applicant. At this time, the town manager shall notify the town council chairperson, in writing, that this board is being convened. The purpose of the administrative board will be fact finding with the goal of resolving the issues raised by the complaint or disturbance. The administrative board can determine that the license administrator may renew the license without further action by the town council. If the administrative board finds that the applicant has not successfully addressed the complaint or disturbance, the administrative board shall propose a consent agreement with the applicant to address the complaint or disturbance. If the applicant fails to appear before the administrative board, or fails to accept a consent agreement proposed by the administrative board, the license administrator shall refer the application to the town council with the recommendation that the license not be renewed.
- (c) Action undertaken by the administrative board will be viewed as advisory to the town council. The town manager will place recommendations on the agenda for the next regular meeting of the town council. The town council will act upon such recommendations in the same manner as used for license hearings.

(Ord. of 6-13-1961, § 1-A; Ord. of 2-16-1988; Ord. of 6-18-1991; Ord. of 11-8-1993; Ord. of 3-2-1999; Ord. of 4-20-1999; Ord. of 9-18-2001; Ord. of 5-4-10(1); Ord. of 3-1-2016)

### **Sec. 18-39. Suspension or revocation.**

- (a) The town council, upon notice and after hearing, for cause, may suspend or revoke any license issued pursuant to this article. The term "cause" shall mean the violation of any license condition, any section of this article, any condition constituting a threat to the public health or safety, or the revocation or suspension of any state or local license that is a condition precedent to the issuance of a license pursuant to this article. The term "cause" shall also include any of the grounds for denying a license application under section 18-35.\* Licenses may be temporarily suspended without prior notice and hearing if, in the judgment of the building inspector, the town manager or the town council, the continued operation of the licensed business or activity constitutes an immediate and substantial threat to the public health and safety, provided the

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licensee receives written notification of the suspension and the reasons therefor, prior to its taking effect, and a hearing is scheduled as soon as possible thereafter.

\*Notwithstanding anything to the contrary in 1 M.R.S.A. § 302, this amendment shall apply to any actions or proceedings pending on the date of its enactment.

- (b) Before the town council conducts a hearing on a suspension or revocation, the town manager will convene an administrative board consisting of the town manager; the police chief; the fire chief; the license administrator; the planning director; a member of the town business community appointed by the town council; and a citizen of the town, not an employee of the town, appointed by the town council, an alternate member of the town business community appointed by the town council; and an alternate citizen of the town, not an employee of the town, appointed by the town council, to discuss with the licensee the situation giving rise to the possible suspension or revocation.
- (c) The purpose of the administrative board will be fact finding with the goal of resolving the situation by proposing a consent agreement with the licensee. If the licensee fails to appear before the administrative board or fails to accept a consent agreement proposed by the administrative board, the license administrator shall recommend to the town council that the license be suspended or revoked, as appropriate.
- (d) Action undertaken by the administrative board will be viewed as advisory to the town council. The town manager will place recommendations on the agenda for the next regular meeting of the town council. The town council will act upon such recommendations in the same manner as used for license hearings.

(Ord. of 6-13-1961, § 5(C); Ord. of 2-16-1988; Ord. of 8-7-2001; Ord. of 9-18-2001; Ord. of 4-15-2008; Ord. of 3-1-2016)

**Secs. 18-40—18-65. Reserved.**

**Executive Session:** The Town Council will be holding an Executive Session for the discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency under Title 1 M.R.S.A. Section 405 (6) (A), and the Council anticipates that the discussion will be held in executive session.

**ADJOURNMENT**

Chair: Shawn O'Neill