



Town Council - Meeting Agenda

June 2nd, 2026 @ 6:30pm
Council Chambers - 1 Portland Avenue

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**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 5/19/2026 regular Town Council Meeting.

Chair: Shawn O'Neill

PUBLIC HEARING

Public Hearing: Shall the Town rename the following private way: Linda's Way to Silverbrook Drive per Section 50-111 of the Code of Ordinances for E-911 services.

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Sunshine Breeze LLC (Irina Malayev), 66 East Grand Avenue #4, 305-6-11-4, 1 Year-Round Short-Term Rental.

Jennifer Parenti, 1 Boisvert Street #2, 305-3-1-2, 1 Year-Round Short-Term Rental.

John L. Quinn, 3 Casco Avenue, 321-17-8, 1 Seasonal Rental.

Jean Bryant, 9 Union Avenue, 316-12-1, 1 Year-Round Short-Term Rental (new license).

OOB Life (Sharon Curtis), 19 East Grand Avenue #C, 306-4-3, 1 Retail License (approved 5/19/26, updated owners name)

Jeffrey Nathanson, 146 West Grand Avenue #41, 318-8-6-41, 1 Year-Round Short-Term Rental (new license).

Benjamin Goggin, 188 Portland Avenue, 103-1-23, 2 Year-Round Short-Term Rental.

Pamela Parker & Bryan Stevens, 28 Saco Avenue, 206-24-35, 1 Seasonal Rental (new license).

Jennifer Manchester, 49 Church Street, 311-3-5, 1 Seasonal Short-Term Rental (new license).

Michael Olanovich (G O S Enterprises LLC), 1 Ice Cream Truck

Matthew Towle-Whitten, 5 Kinney Avenue #103, 306-2-3-3, 1 Year-Round Rental.

Karam's Legacy LLC, 4 Grandview Drive, 204-1-18, 1 Year-Round Short-Term Rental (new license).

Chair: Shawn O'Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

Dimitri INC, Jimmy the Greek's, 211-9-1, 215 Saco Avenue #17, Live Music, Inside & Outside, 12:00pm-11:00pm, Sunday through Saturday (Last year was 12:00pm-12:00am).

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #9022

Discussion with Action: To confirm the promotion and appointment of Timothy R. Fleury to Assistant Town Manager effective June 1, 2026, at a salary in the amount of \$90,000.

Chair: Shawn O'Neill

AGENDA ITEM #9023

Discussion with Action: Approve the Local 2247 International Association of Firefighters AFL-CIO-CLC Union Contract for the Fire Department effective July 1, 2026 through June 30, 2029.

Chair: Shawn O'Neill

AGREEMENT

BETWEEN

THE TOWN OF OLD ORCHARD BEACH

&

**LOCAL 2247 INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
AFL-CIO-CLC**

JULY 1, 2026-JUNE 30, 2029

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This Agreement is made and entered into this 1st day of July, 2026 by and between the Town of Old Orchard Beach, hereinafter referred to as "Town" and Local 2247, International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as "Local Union".

ARTICLE 1 - PREAMBLE

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

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

ARTICLE 2- RECOGNITION

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

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

Definitions:

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

ARTICLE 3 - RELATIONSHIP

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

ARTICLE 4 - DUES DEDUCTION

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

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

ARTICLE 5 - SENIORITY

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

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

ARTICLE 6 - DUTIES

The duties of the uniformed members of the Old Orchard Beach Fire Department shall be the prevention, control and extinguishment of fires, performing all emergency medical services for the community, and the saving of lives. They shall perform minor maintenance duties such as cleaning, sweeping, and minor repairs in the building and on the grounds, and minor maintenance on

the equipment and apparatus.

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

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

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

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

Twelve (12) firefighter positions, three (3) per shift, not including the Officer in charge, must be a paramedic position in order to provide the highest emergency medical services to the community. Whenever a vacancy occurs among the twenty-four (24) recognized positions and the vacancy that occurs will cause less than the twelve (12) total paramedic positions, the vacancy must be filled with a paramedic. No more than eight (8) positions shall be non-paramedic at any time. All other job requirements also apply. Any firefighter having a Paramedic, Basic or Advanced License at the time of hire (occurring after July 1, 1995), must always maintain their respective license levels at all times as a condition of hire. Failure to do so is automatic just cause for dismissal.

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

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

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

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

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

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

ARTICLE 7 LATERAL TRANSFER AGREEMENT

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

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

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

ARTICLE 8- SHIFT SUBSTITUTIONS AND SWAPS

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

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

ARTICLE 9 - HOLIDAYS

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

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

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

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

On 4th of July Holiday firefighters on duty will get time and a half their base pay for the hours worked, plus holiday pay.

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

ARTICLE 10 - VACATIONS

Section 1-Firefighter

Firefighter Vacation

Service Months		Weekly Accrued Amount	Max Limit
From	To		
0	12	0.923	48
13	60	1.846	96

61	120	2.769	144
121	240	3.69	192
241	999	4.615	240

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

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

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

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

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

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

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

Employees may carry no more than the maximum limit plus 74 hours at any time.

Vacation leave accrues on a pro-rata basis each month during the year it is accrued, commencing on the employee's date of employment. Accrued vacation time will be reflected on employees' paycheck stubs. No vacation may be utilized during the first six months of employment.

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

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

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

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

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

ARTICLE 11 - SICK LEAVE

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

Section 1-Firefighters

Firefighter sick (hired before 7/1/13)

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

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

Firefighter sick (hired after 7/1/13)

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

Payout would be fifty percent (50%) of accumulated sick hours with a maximum payout of seven hundred and twenty (720) hours, after a minimum service of ten (10) years of continuous service and separation is in good standing.

Separation in good standing means:

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

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

For the purpose of this Article, a day of sick leave shall be a twenty-four (24) hour day. If a firefighter is on extended sick leave or Worker’s Compensation leave (more than 12 shifts consecutively), he/she may elect to be paid for his/her annual accrued vacation time during the remainder his/her absence.

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

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

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

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

Section 4-Family Leave Hours

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

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

Article 12 - Extended Leave (Non-Work Related Leave of Absence)

Purpose

To define the policy and procedure of the Town with regard to extended leave required by the Family and Medical Leave Act of 1993 (FMLA), the Maine Family and Medical Leave (MFML) procedure, and the Paid Family and Medical Leave (PFML) procedure.

Section 1. Family Medical Leave of Absence Policy (FMLA)

Policy

Employees who have worked for the Town for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid leave (FMLA leave) for the following reasons:

1. Birth and/or care of a child of the employee;
2. Placement of a child into the employee's family by adoption or by a foster care arrangement;
3. Care of the employee's spouse, child or parent who has a serious health condition;
or
4. Inability of the employee to perform the functions of the employee's position due to a serious health condition.

Employees who have worked for the Town for 12 months but for less than 1,250 hours

during the past year and are not eligible for Federal Family Medical Leave may be eligible for a 10-week Family Medical Leave under Maine law pursuant to the Maine Family Leave of Absence law as described in Sec. 7-8, and should follow the procedures set forth below to apply for a leave.

The twelve (12)-month period during which the twelve weeks of FMLA leave may be taken is measured forward from the date an employee's first FMLA leave begins, and the next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period. For example, if an employee's first FMLA leave begins on June 1, 2006, the first twelve month period would be from June 1, 2006 through May 31, 2007. Any subsequent twelve (12)-month period could commence any time after May 31, 2007.

The right to family leave for the birth and/or placement of a child into an employee's family may only be taken within the twelve (12) months after the date of the birth or placement of the child. In the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted, unless both the employee and the Town agree. If both parents are employed by the Town the combined leave shall not exceed twelve (12) weeks.

For purposes of this policy, a serious health condition means an illness, injury, impairment or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice or residential medical care facility;
2. Any period of incapacity requiring absence from work or other regular daily activities for more than three (3) calendar days that also involves continuous treatment by or under the supervision of a healthcare provider; or
3. Continuous treatment by or under the supervision of a healthcare provider for a chronic long-term health condition that is incurable or so serious that if not treated would result in a period of incapacity of more than three (3) calendar days; or
4. Prenatal care

In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hours basis only if such leave is medically necessary. Where an employee requests intermittent leave or leave on a reduced hours basis due to a family member's or the employee's own serious health condition, the Town has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the employee's regular job. The temporary position will have equivalent pay and benefits as the employee's regular job.

Employees are required to use their available vacation time during the twelve (12) week family leave period, and available sick time is required to be used when family leave is taken because of the employee's serious health condition or to care for a child, spouse or

.parent who has a serious health condition. The remainder of the leave will be unpaid leave. An employee on a Family Medical Leave may be eligible for benefits under the Income Protection Plan set forth in Sec. 8-5.

When the necessity of leave is foreseeable due to the expected birth or placement of a child, the employee must provide the Town at least thirty (30) days' notice of the employee's intention to take leave. If the date of birth or placement of a child requires the employee's leave to begin in less than thirty (30) days from the date of notice to the Town, the employee must provide such notice as soon as practical. Where the necessity for leave is due to a family member's or employee's own serious health condition and is foreseeable based on planned medical treatment, the employee must:

1. Give at least thirty (30) days' notice, or as, soon as practical if treatment starts in less than thirty (30) days; and
2. Make a reasonable effort to schedule the treatment so as not to unduly disrupt the operation of the Town, subject to the approval of the health care provider. .

Where the need for leave is unforeseeable, the employee must give notice as soon as practical. Any leave request based on a family member's or employee's own serious health condition must be supported by certification from a healthcare provider. The employee must provide a copy of the certification to the Director of Human Resources in a timely manner. (Fifteen calendar days will be allowed to provide the certification.) Certification from the healthcare provider must contain: 1) the date the serious health condition began; 2) the possible duration of the condition; 3) the appropriate medical facts regarding the condition; 4) if the leave is based on the care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that need will continue; 5) if the leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job; and 6) in the case of intermittent leave or leave on a reduced hours basis for planned medical treatment, the date the treatment is expected to be given and the duration of the treatment. During family leaves of absence, the Town will continue to pay its portion of the health insurance premiums and the employee must continue to pay his/her share of the premium. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the Town for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or circumstances beyond the control of the employee. During unpaid leave, the employee shall not accrue employment benefits, such as vacation pay, sick pay, pension, etc. Employment benefits accrued by the employee up to the day on which the family leave of absence begins will not be lost. The Town may require an employee on FMLA leave to report periodically on his/her status and the intention of the employee to return to work, and also periodic recertification of the medical condition. An employee taking leave due to the employee's serious health condition is required to obtain certification that the employee is able to

resume work prior to the return from any FMLA leave. 29 | Page Employees who return to work from family leave of absence within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay, unless (a) their employment with the Town would have terminated if no leave had been taken; (b) they have given notice of their intent to terminate their employment; or (c) they cannot, with or without reasonable accommodations, safely perform the essential functions of the job to which they may be restored. Certain key employees may not enjoy these reinstatement rights. Procedure Applications for family leave of absence must be submitted to the Director of Human Resources in writing and signed by the employee's immediate supervisor. Applications should be submitted at least thirty (30) days before the leave is to commence or as soon as possible if thirty (30) days' notice is not possible. Appropriate forms must be submitted to the Director of Human Resources to initiate a family leave and to return the employee to active status. All necessary forms are available from the Director of Human Resources. Each employee taking leave which meets the requirements for FMLA leave will be provided the "Response to Your Request for Leave" form.

Section 2. Maine Family Medical Leave (MFML)

1) *Maine Family Medical Leave-Unpaid:*

In accordance with the Maine Family Medical Leave Law, The Town provides family leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill certain family obligations. Employees who have been employed by the Town for at least one year are entitled to take up to 10 consecutive weeks of unpaid leave during any 2-year period for:

- 1) their own serious health condition;
- 2) the birth of their child;
- 3) adoption of a child 16 years of age or younger); or
- 4) to care for the employee's child, spouse, or parent who has a serious health condition.

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by health care provider.

Employees must make a request for family leave in writing to Human Resources at least 30 days in advance of the intended medical leave, unless prevented by medical emergency. Certification from a physician, other health care provider, or accredited practitioner of the healing methods of a recognized church or religious denomination, must accompany the request for leave, to verify the need for the leave and the amount of leave time requested.

If an employee is granted family leave, he/she may elect to use any accrued vacation time, and if the leave is taken because of the employee's serious health condition or the serious health condition of the employee's spouse, child or parent, the employee may utilize any accrued sick leave before taking unpaid leave: Employees will be allowed to continue fringe benefits, such as health insurance, on the same basis as

before their leave. Employees may also be eligible for benefits under the Income Protection Plan set forth in Sec. 8-5. Vacation and sick leave do not accrue during unpaid leave.

During leave, employees are expected to keep their supervisor informed of their status and intentions, and to submit additional medical certification if necessary. So that return to work can be properly scheduled and planned for, employees should provide their supervisor with at least two weeks advance notice of their intended return to work date. Upon expiration of leave, employee will be reinstated to the same position or an equivalent position unless:

- 1) they have given notice of their intent to terminate their employment;
- 2) they fail to return to work on the agreed-upon return date;
- 3) they are unable, with or without reasonable accommodation, to safely perform the essential functions of their job; or
- 4) their position no longer exists for reasons unrelated to their taking of family leave. Additional information regarding family leave, as well as all necessary forms for requesting and certifying family leave, are available from Human Resources.

Section 3. Maine Paid Family Medical Leave (PFML)

Purpose

This policy outlines the Maine Paid Family Medical Leave (PFML) benefits available to eligible employees in accordance with the Maine Paid Family Medical Leave Law.

Eligibility

All employees are eligible for family leave upon employment. However, to qualify for job protection, employees must have worked for the Town for 120 consecutive days.

Leave Benefits

Eligible employees can take up to 12 weeks of paid leave for the following reasons:

- 1) Medical Leave:**
 - a.** To address the employee's own serious health condition.
- 2) Family Leave:**
 - a.** To care for a new child (birth, adoption, fostering).
 - b.** To care for a family member with serious health condition.
- 3) Safe Leave:**
 - a.** To obtain healthcare, counseling, legal services, protection from abuse, or secure housing related to being a victim of violence, assault, sexual assault, stalking, or abuse.
- 4) Military Deployment:**
 - a.** For emergencies related to military deployment

Contribution and Benefits Timeline

- 1) The State will determine the mandatory combined payroll contribution rate, to be shared equally between the Town and the employee, effective July 1, 2026.
- 2) Benefits will commence on July 1, 2026, or as determined by the State.

Application Process

- 1) Employees must submit a leave request through the Maine Department of Labor's Paid Family Medical Leave Portal;
- 2) Timing: No more than 60 days before the leave starts and no more than 90 days after the leave begins, unless there is good cause, as determined by the State.

Payments and Benefits

- 1) Payments will be made directly to the employee, with the following benefit structure based on the State Average Weekly Wage (SAWW), set each July 1st:
- 2) 90% of the employee's average weekly wage for earnings up to 50% of SAWW.
- 3) 66% for earnings over 50% of SAWW.
- 4) Benefits are capped at the SAWW.
- 5) Employees may elect to use accrued leave to supplement State payments.
- 6) Employees are responsible for insurance premiums not covered during leave
- 7) Employees will continue to accrue vacation and sick time if eligible.

Notification Requirements

- 1) Employees must give reasonable written notice to their Department Head and/or Human Resources before taking leave.
- 2) Employees are expected to keep their Department Head and/or Human Resources informed about their status and intentions during their leave and provide at least two weeks' notice of their intended return to work date.

Job Protection and Reinstatement

Upon returning from leave, employees will be reinstated to the same position or an equivalent position unless:

- 1) The employee has not been employed for 120 consecutive days.
- 2) The employee has indicated an intent to terminate employment.
- 3) The employee fails to return on the agreed-upon return date.
- 4) The employee is unable to perform essential job functions, even with reasonable accommodation.

- 5) The employee's position no longer exists for reasons unrelated to their taking of family leave.

Additional Information

For more details about the Maine Paid Family Medical Leave policy, employees should contact Human Resources.

In addition, eligible employees may request maternity or paternity leave in connection with the birth, adoption, or foster placement of a child in accordance with Family and Medical Leave Act, Maine Family and Medical Leave, and Paid Family and Medical Leave as outlined above and in the Town's Personnel Policy.

In the event an employee is determined by their treating physician to require restrictions or accommodation related to their medical condition, any such accommodation of the employee's normal work duties shall be at the discretion of the Fire Chief on a case-by-case basis. The Fire Chief will consider all requests in good faith, taking into account operational needs and the employee's documented medical limitations.

Each approved request will be documented through a Memorandum of Understanding (MOU), issued on a case-by-case basis, outlining the specific terms and duration of the accommodation.

ARTICLE 13 - PERSONAL LEAVE TIME

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

Section 1-Personal Hours

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

	Personal Hours
Firefighters	48

ARTICLE 14 - BEREAVEMENT LEAVES

In the event of a death in the employee's immediate family, employees may be granted a

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

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

ARTICLE 15 - WORKER'S COMPENSATION

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

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

Employees who are eligible to receive Worker's Compensation benefits will receive the percentage of pay covered by Worker's Compensation for the duration of the Workers Compensation coverage period. According to the Workers Compensation policy and Maine Revised Statutes, Title 39-A, Section 204, Compensation for a job-related injury is not payable for the first 7 days of incapacity, except that firefighters must receive compensation from the date of incapacity. All WC eligible employees will also be given the option of using their accumulated sick time for the period of WC coverage as an offset to their weekly wages that is not covered by this benefit. Both the WC benefit payout and any sick time used during the period of eligibility will be processed through the Town's payroll system.

In the event that an employee collecting Worker's Compensation is determined by the applicable physician to be available to work light duty assignments, the Fire Chief shall determine if a suitable light duty assignment is available and the schedule that the employee will work. The schedule may be Monday through Friday with hours similar to the administration office, up to forty-two (42) hours per week.

The Town agrees that an employee out on Worker's Compensation for an extended period of time shall be allowed to continue their participation in the Town's health insurance plan for up to eighteen (18) months depending on the individual circumstances of the necessity of their leave. Where an employee has been unable to

work for eighteen (18) months, the employee may be terminated from his/her position. Their status as an employee may be extended for further periods at the discretion of the Town upon written notice to the Local Union prior to the expiration of said eighteen (18) month period. Any extension shall be for a time-specific period, and must be made upon written notice to the Local Union.

ARTICLE 16 - INSURANCE

Section 1: Health Insurance

A comprehensive health insurance plan is available to regular full time employees. The Town may offer more than one plan choice to employees. The Town agrees that the MMEHT (Maine Municipal Employees Health Trust) Acadia plan or equivalent will be offered as a choice to full time employees. An employee may only change to another plan during the Open Enrollment period. Employees may change coverage type (single, emp/spouse, etc.) for qualifying events at the time of the qualifying event.

Premiums will be paid as shown below:

Health Insurance	Town will pay	Employee will pay
Firefighters	80%	20%

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

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

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

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

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

Section 2: Dental Insurance

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

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

Section 3: Life Insurance

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

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

Section 4: Short Term Disability Insurance

The Town currently offers income protection coverage (i.e., short term disability insurance) to all full time employees through the Maine Municipal Employees Health Trust. Employees may choose a coverage level of either 55% or 70% of their salary. Employees shall pay the premium for the selected coverage through a weekly payroll deduction. Employees may opt to not enroll for coverage, but may have to complete additional information and may be denied, if enrolling at a later date.

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

Employees who are eligible to receive Short Term Disability benefits may use sick time pay during the benefit eligibility waiting period. Thereafter, they Employees must use

enough sick time to cover all benefits for each weekly payroll

ARTICLE 17 - CLOTHING ALLOWANCE

If any firefighter is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or protective device and accessories shall be furnished by the Town to the firefighter. The cost of maintaining the protective clothing, device, and accessories in proper working condition shall be paid by the Town.

The Town shall provide uniforms for the first (1st) year of employment. The uniforms provided will be at the discretion of the Fire Chief.

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

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

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

Clothing allowance shall not rollover year to year.

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

ARTICLE 18 - RETIREMENT

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

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

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

The Town shall adopt the Survivors Benefit and Retirement Adjustment Allowance provision of MainePERS.

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

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

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

MainePERS Retire - Rehire Program:

The Town recognizes that the MainePERS Retire-Rehire Program allows eligible former MainePERS-covered employees to return to employment after retirement under the provisions established by the Maine Public Employees Retirement System. Approval of any request by a retiree to be rehired under this program is at the sole discretion of the Town, and any denial or refusal by the Town to rehire is not subject to grievance. The Town Personnel Policy provides information regarding this program.

ARTICLE 19 - PAY SCALE

Wage rate negotiated and agreed to by both parties shall become part of this contract and attached to this document as Exhibit # 1.

Educational Incentive:

To encourage professional and academic development, the Town agrees to implement an educational incentive plan as set forth in this section. Any permanent employee who is a member of the bargaining unit shall be entitled to receive additional compensation when they provide proof of their fire safety-related Associate's Degree Bachelor's Degree, or Master's Degree, and Doctorate Degree to the Town. Fire safety related relevance shall be determined by the Chief and/or Deputy Chief. There shall be no incentive for members who have only partially completed a degree program. This compensation will be at the rate of \$0.50 per hour added to the employee's base hourly pay.

Field Training Officer (FTO) Program:

The Town agrees to establish and maintain a Field Training Officer (FTO) Program to oversee all new employee, and EMS license upgrade orientation programs. The FTO program shall consist of a maximum of ten (10) qualified members of the collective bargaining unit appointed by the Chief and/or Deputy Chief. Qualified eligibility shall be determined by the standards set forth and mutually agreed to by the members of the FTO program, as well as the Chief and/or Deputy Chief. The FTO program members shall be compensated at a rate of \$0.75 per hour added to the employee's base hourly pay.

ARTICLE 20 - EMERGENCY CALL BACK TIME

At the discretion of the Officer in charge, an emergency callback may be implemented. Such emergencies consist of Deskbox, Firefighter Recall, Working Fire or All Hands. As regular Firefighters are encouraged to respond to emergency situations even while off-duty, Firefighters who are called back to duty due to the needs of the Fire Department, shall receive call back pay as follows:

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

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

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

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

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

ARTICLE 21- HOURS OF WORK

Section 1- Firefighters:

Firefighters covered by this agreement shall work a scheduled work week which averages an approximate forty-two (42) hours per week based upon twenty-four (24) hours on duty and forty-eight(48) hours off duty followed by twenty-four (24) hours

on duty and ninety-six (96) hours off duty schedule. The forty-two hour week average is calculated over an eight (8) week period. Should departmental requirements or should a federal or State law be passed affecting the work week, the Town and Local Union agree to meet to discuss a change in the work week during the life of this Agreement.

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

Sleep and meal time will constitute hours of work.

Section 2- Firefighter Overtime Distribution:

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

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

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

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

The parties by mutual agreement may modify this section.

Section 4- Compensatory Time

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

ARTICLE 22 - ABSENTEEISM

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

ARTICLE 23 - VACANCIES AND PROMOTIONS

Eligibility

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

Establishing a "List of Qualified" Candidates

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

The top three eligible scorers on the written exam and oral/assessment for each position Captain and Lieutenant shall be considered "qualified" for promotion. The list of Qualified Candidates will be active for 1 year after posting of results for any future vacancies.

Procedure

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

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

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

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

Scoring

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

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

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

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

Certifications	Points	
Firefighter 2	1	
Fire Instructor 1	1	
Fire Instructor 2	1	
Fire Officer 1	1	
Fire Officer 2	1	
Fire Officer 3	1	
Fire Officer 4	1	
FTO	1	
Incident Safety Officer (ProBoard)	1	
Managing Fire Officer	2	
Hazmat Tech	1	
Preceptor/EMS Students	1	
ACLS Instructor	1	
PALS Instructor	1	
CPR Instructor	1	
IC/EMS	1	
AVOC/EVOC Instructor	1	
Lieutenant	1	
Military	1	
Associates or Bachelors	2 or 3	based on highest level, noncumulative

Appointment of Promotion

1. The Chief shall post the top three scores and confer with the Deputy Chief and / or Captains as to the final selection. The selected candidate shall be one of the top three (3) rated employees.

2. Vacant positions shall be filled within 30 days of the completion of the promotional process.

The parties by mutual agreement may modify this article.

ARTICLE 24 - DETAILS TO OTHER TOWN DEPARTMENTS OR UTILITY COMPANIES

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

ARTICLE 25 - OPERATING FIRE FIGHTING APPARATUS

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

ARTICLE 26 - GRIEVANCE PROCEDURE

Section 1: Grievance and arbitration procedure - Any dispute, which arises between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

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

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

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

The arbitration proceedings shall be conducted by an arbitrator to be selected by the

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

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

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

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

F. All grievances shall be commenced not later than fourteen (14) calendar days after the occurrence of the event giving rise to the grievance, or within fourteen (14) calendar days after the time such event became known to the Union or to the employee or employees concerned, whichever shall be later.

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

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

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

ARTICLE 27 - UNION BULLETIN BUSINESS

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

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

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

ARTICLE 28 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

Section 1: The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Local Union recognizes that the Town has the right to issue rules and regulations governing the selection, promotion, appointment, dismissal, and hiring for the Fire Department; however, said rules and regulations will be discussed with Union Representative(s) before implementation. This does not; however, make said rules and regulations subject to Union approval, unless the subject matter involves changes to mandatory subject of bargaining. Nothing in this agreement shall be construed to imply that the unit members have given up the statutory right to just cause provision on all issues relating to discipline and discharge issues.

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

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

ARTICLE 29- SCHOOLING AND TRAINING

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

cost of recertification only. All required courses and trainings must be pre-approved by the Fire Chief.

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

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

Unit members may request to take additional professional courses or trainings that are not a requirement of recertification. Professional development of this nature shall be granted by the Fire Chief based upon budgetary limitations and whether the training will provide some benefit to the operations of the department. Employees approved for these type of courses may not receive additional pay or coverage for time used.

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

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

Bridge Program

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

ARTICLE 30 - GENERAL PROVISIONS

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

The Union recognizes its responsibility as a bargaining agent and agrees to represent all

employees in the bargaining unit without discrimination, interference, restraint or coercion.

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

ARTICLE 31 - SAVINGS CLAUSE

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

ARTICLE 32 - HEALTH AND SAFETY

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

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

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

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

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

ARTICLE 33 - PHYSICAL EXAMINATIONS

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

ARTICLE 34 - PHYSICAL FITNESS REQUIREMENT

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

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

Section C:

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

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

ARTICLE 35 - FIRE INSPECTOR POSITION SIDE BAR

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

ARTICLE 36- TERM OF AGREEMENT

This Agreement shall govern the rights of the parties from July 1, 2026 until and including June 30, 2029.

IN WITNESS THEREOF - The Town has caused this Agreement to be executed and its corporate seal to be affixed by Diana H. Asanza, its Town Manager, as of the day and year first above written. The Union has caused this instrument to be signed by Michael Baker, its President, there unto duly authorized as of the day and year first above written.

LOCAL UNION 2247
INTERNATIONAL ASSOCIATION OF

TOWN MANAGER
OLD ORCHARD BEACH

FIRE FIGHTERS

BY: _____

By: _____

Date: _____

Date: _____

FIRE CHIEF

By: _____

Date: _____

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

APPENDIX B

Contract Period July 1, 2026 - June 30, 2027

		0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	19-22 YRS	23+ YRS
10%	STEP	0	1	2	3	4	5	6	7	8
Firefighter EMT B	Annual	\$62,438.38	\$64,600.54	\$70,750.68	\$77,117.04	\$78,078.00	\$78,414.34	\$78,966.89	\$79,495.42	\$79,879.80
	Weekly	\$1,200.74	\$1,242.32	\$1,360.59	\$1,483.02	\$1,501.50	\$1,507.97	\$1,518.59	\$1,528.76	\$1,536.15
	Hourly	\$28.59	\$29.58	\$32.40	\$35.31	\$35.75	\$35.90	\$36.16	\$36.40	\$36.58
10%										
Firefighter EMT A	Annual	\$65,297.23	\$67,507.44	\$74,065.99	\$80,504.42	\$81,705.62	\$82,017.94	\$82,474.39	\$82,906.82	\$83,555.47
	Weekly	\$1,255.72	\$1,298.22	\$1,424.35	\$1,548.16	\$1,571.26	\$1,577.27	\$1,586.05	\$1,594.36	\$1,606.84
	Hourly	\$29.90	\$30.91	\$33.91	\$36.86	\$37.41	\$37.55	\$37.76	\$37.96	\$38.26
10%										
Firefighter EMT P	Annual	\$69,909.84	\$72,456.38	\$79,471.39	\$86,582.50	\$87,711.62	\$88,168.08	\$88,720.63	\$89,393.30	\$89,921.83
	Weekly	\$1,344.42	\$1,393.39	\$1,528.30	\$1,665.05	\$1,686.76	\$1,695.54	\$1,706.17	\$1,719.10	\$1,729.27
	Hourly	\$32.01	\$33.18	\$36.39	\$39.64	\$40.16	\$40.37	\$40.62	\$40.93	\$41.17
13%										
Lieutenant EMT P	Annual	\$82,008.98	\$83,958.64	\$89,388.06	\$94,891.52	\$95,705.94	\$96,051.45	\$96,495.67	\$96,939.90	\$97,384.12
	Weekly	\$1,577.10	\$1,614.59	\$1,719.00	\$1,824.84	\$1,840.50	\$1,847.14	\$1,855.69	\$1,864.23	\$1,872.77
	Hourly	\$37.55	\$38.44	\$40.93	\$43.45	\$43.82	\$43.98	\$44.18	\$44.39	\$44.59
13%										
	STEP	0	1	2	3	4	5			

Captain EMT B	Annual				\$83,316.98	\$86,870.78	\$89,289.35	\$90,745.42	\$92,349.57	\$94,620.05
	Weekly				\$1,602.25	\$1,670.59	\$1,717.10	\$1,745.10	\$1,775.95	\$1,819.62
	Hourly				\$38.15	\$39.78	\$40.88	\$41.55	\$42.28	\$43.32
13%										
Captain EMT A	Annual				\$85,019.84	\$90,054.40	\$92,719.75	\$94,743.45	\$96,545.03	\$99,506.53
	Weekly				\$1,635.00	\$1,731.82	\$1,783.07	\$1,821.99	\$1,856.64	\$1,913.59
	Hourly				\$38.93	\$41.23	\$42.45	\$43.38	\$44.21	\$45.56
13%										
Captain EMT P	Annual				\$99,950.76	\$102,344.64	\$103,603.28	\$104,417.70	\$105,454.22	\$106,934.97
	Weekly				\$1,922.13	\$1,968.17	\$1,992.37	\$2,008.03	\$2,027.97	\$2,056.44
	Hourly				\$45.77	\$46.86	\$47.44	\$47.81	\$48.28	\$48.96

Contract Period July 1, 2027 - June 30, 2028

		0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	19-22 YRS	23+ YRS
5%	STEP	0	1	2	3	4	5	6	7	8
Firefighter EMT B	Annual	\$65,560.29	\$67,830.56	\$74,288.21	\$80,972.89	\$81,981.90	\$82,335.05	\$82,915.23	\$83,470.19	\$83,873.79
	Weekly	\$1,260.77	\$1,304.43	\$1,428.62	\$1,557.17	\$1,576.58	\$1,583.37	\$1,594.52	\$1,605.20	\$1,612.96
	Hourly	\$30.02	\$31.06	\$34.01	\$37.08	\$37.54	\$37.70	\$37.96	\$38.22	\$38.40
5%										
Firefighter EMT A	Annual	\$68,562.09	\$70,882.81	\$77,769.29	\$84,529.65	\$85,790.91	\$86,118.83	\$86,598.11	\$87,052.17	\$87,733.25
	Weekly	\$1,318.50	\$1,363.13	\$1,495.56	\$1,625.57	\$1,649.83	\$1,656.13	\$1,665.35	\$1,674.08	\$1,687.18
	Hourly	\$31.39	\$32.46	\$35.61	\$38.70	\$39.28	\$39.43	\$39.65	\$39.86	\$40.17
5%										
Firefighter EMT P	Annual	\$73,405.33	\$76,079.20	\$83,444.96	\$90,911.62	\$92,097.21	\$92,576.48	\$93,156.66	\$93,862.97	\$94,417.92
	Weekly	\$1,411.64	\$1,463.06	\$1,604.71	\$1,748.30	\$1,771.10	\$1,780.32	\$1,791.47	\$1,805.06	\$1,815.73
	Hourly	\$33.61	\$34.83	\$38.21	\$41.63	\$42.17	\$42.39	\$42.65	\$42.98	\$43.23
5%										
Lieutenant EMT P	Annual	\$86,109.43	\$88,156.57	\$93,857.47	\$99,636.10	\$100,491.23	\$100,854.02	\$101,320.46	\$101,786.89	\$102,253.33
	Weekly	\$1,655.95	\$1,695.32	\$1,804.95	\$1,916.08	\$1,932.52	\$1,939.50	\$1,948.47	\$1,957.44	\$1,966.41
	Hourly	\$39.43	\$40.36	\$42.98	\$45.62	\$46.01	\$46.18	\$46.39	\$46.61	\$46.82
5%				STEP	0	1	2	3	4	5
Captain EMT B	Annual				\$87,482.83	\$91,214.32	\$93,753.81	\$95,282.69	\$96,967.04	\$99,351.06
	Weekly				\$1,682.36	\$1,754.12	\$1,802.96	\$1,832.36	\$1,864.75	\$1,910.60
	Hourly				\$40.06	\$41.76	\$42.93	\$43.63	\$44.40	\$45.49
5%										
Captain EMT A	Annual				\$89,270.84	\$94,557.12	\$97,355.74	\$99,480.62	\$101,372.28	\$104,481.86
	Weekly				\$1,716.75	\$1,818.41	\$1,872.23	\$1,913.09	\$1,949.47	\$2,009.27
	Hourly				\$40.87	\$43.30	\$44.58	\$45.55	\$46.42	\$47.84
5%										

Contract Period July 1, 2028 - June 30, 2029

		0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	19-22 YRS	23+ YRS
5%	STEP	0	1	2	3	4	5	6	7	8
Firefighter EMT B	Annual	\$68,838.31	\$71,222.09	\$78,002.62	\$85,021.54	\$86,081.00	\$86,451.81	\$87,060.99	\$87,643.70	\$88,067.48
	Weekly	\$1,323.81	\$1,369.66	\$1,500.05	\$1,635.03	\$1,655.40	\$1,662.53	\$1,674.25	\$1,685.46	\$1,693.61
	Hourly	\$31.52	\$32.61	\$35.72	\$38.93	\$39.41	\$39.58	\$39.86	\$40.13	\$40.32
5%										
Firefighter EMT A	Annual	\$71,990.20	\$74,426.95	\$81,657.76	\$88,756.13	\$90,080.45	\$90,424.77	\$90,928.02	\$91,404.77	\$92,119.91
	Weekly	\$1,384.43	\$1,431.29	\$1,570.34	\$1,706.85	\$1,732.32	\$1,738.94	\$1,748.62	\$1,757.78	\$1,771.54
	Hourly	\$32.96	\$34.08	\$37.39	\$40.64	\$41.25	\$41.40	\$41.63	\$41.85	\$42.18
5%										
Firefighter EMT P	Annual	\$77,075.60	\$79,883.16	\$87,617.21	\$95,457.20	\$96,702.07	\$97,205.31	\$97,814.50	\$98,556.12	\$99,138.82
	Weekly	\$1,482.22	\$1,536.21	\$1,684.95	\$1,835.72	\$1,859.66	\$1,869.33	\$1,881.05	\$1,895.31	\$1,906.52
	Hourly	\$35.29	\$36.58	\$40.12	\$43.71	\$44.28	\$44.51	\$44.79	\$45.13	\$45.39
5%										
Lieutenant EMT P	Annual	\$90,414.90	\$92,564.40	\$98,550.34	\$104,617.91	\$105,515.80	\$105,896.72	\$106,386.48	\$106,876.24	\$107,366.00
	Weekly	\$1,738.75	\$1,780.08	\$1,895.20	\$2,011.88	\$2,029.15	\$2,036.48	\$2,045.89	\$2,055.31	\$2,064.73
	Hourly	\$41.40	\$42.38	\$45.12	\$47.90	\$48.31	\$48.49	\$48.71	\$48.94	\$49.16
5%										
5%				STEP	0	1	2	3	4	5
Captain EMT B	Annual				\$91,856.97	\$95,775.04	\$98,441.50	\$100,046.82	\$101,815.40	\$104,318.61
	Weekly				\$1,766.48	\$1,841.83	\$1,893.11	\$1,923.98	\$1,957.99	\$2,006.13
	Hourly				\$42.06	\$43.85	\$45.07	\$45.81	\$46.62	\$47.76
5%										
Captain EMT A	Annual				\$93,734.38	\$99,284.98	\$102,223.53	\$104,454.65	\$106,440.90	\$109,705.95
	Weekly				\$1,802.58	\$1,909.33	\$1,965.84	\$2,008.74	\$2,046.94	\$2,109.73
	Hourly				\$42.92	\$45.46	\$46.81	\$47.83	\$48.74	\$50.23
5%										
Captain EMT P	Annual				\$110,195.71	\$112,834.97	\$114,222.62	\$115,120.51	\$116,263.28	\$117,895.81
	Weekly				\$2,119.15	\$2,169.90	\$2,196.59	\$2,213.86	\$2,235.83	\$2,267.23
	Hourly				\$50.46	\$51.66	\$52.30	\$52.71	\$53.23	\$53.98
5%										
Captain EMT P	Annual				\$104,948.30	\$107,461.87	\$108,783.45	\$109,638.58	\$110,726.93	\$112,281.72
	Weekly				\$2,018.24	\$2,066.57	\$2,091.99	\$2,108.43	\$2,129.36	\$2,159.26
	Hourly				\$48.05	\$49.20	\$49.81	\$50.20	\$50.70	\$51.41

AGENDA ITEM #9024

Discussion with Action: Consideration and possible action on whether to find the property located at 90 Union Avenue, MBL 314-17-2, is dangerous or a nuisance pursuant to Maine's dangerous building statutes, 17 M.R.S. § 2851 et seq.

Chair: Shawn O'Neill

NOTICE OF HEARING

Pursuant to 17 M.R.S.A. § § 2851-2859 (Dangerous Buildings)

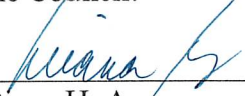
TO: Jeffrey P. Corbin
836 Washington Ave, Unit #7
Portland, ME 04103

Re: 90 Union Ave, Old Orchard Beach, ME, MBL 314-17-2

PARTIES IN INTEREST:

You are hereby notified that the Town Council of Old Orchard Beach, Maine, will hold a hearing on June 2, 2026 at 6:30 pm at the Old Orchard Beach Town Hall to determine whether the residential structure owned by you and located on land at 90 Union Avenue further identified as Tax Map 314 -17-2 is dangerous or a nuisance within the meaning of 17 M.R.S.A. § 2851.

If the Town Council finds that the building is dangerous or a nuisance, they may order appropriate corrective action, including but not limited to demolition and removal of the building. If their order is not complied with by the deadline stated in their order and no appeal is taken, the Council may take corrective action at municipal expense and recover all expenses, including reasonable attorney's fees, by means of a special tax or civil action. This hearing is your opportunity to present evidence as to why the building is not dangerous and to oppose any corrective action ordered by the Council.




Diana H. Asanza
Town Manager, duly authorized

Dated: May 19, 2026

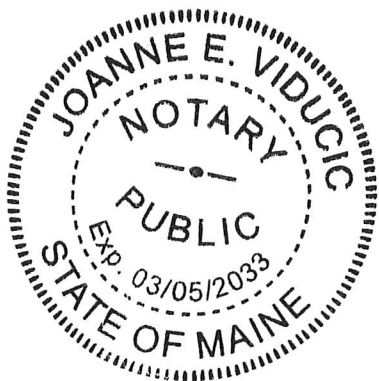
STATE OF MAINE

York County, ss Date: 5-19-26

Personally appeared before me the above-named Diana H. Asanza, Town Manager for the Town of Old Orchard Beach, and acknowledged the foregoing instrument to be her free act and deed and in her said capacity for the Town of Old Orchard Beach



Name: *JOANNE E. VIDUCIC*
Notary Public / Attorney at Law
Notary Commission Expires:



AGENDA ITEM #9025

Discussion with Action: Request from Thomas Hickey for a non-action letter for Map 204 Block 3 Lot 8, 29 Birkdale Circle.

Chair: Shawn O'Neill



No-Action Letter

The Town Councilors of Old Orchard Beach understand that the undeveloped lot identified as Tax Map 204, Lot 3-8, located at 29 Birkdale Circle, Old Orchard Beach, Maine currently owned by Thomas F. Hickey, and the abutting developed lot identified as Tax Map 204, Lot 3-2, located at 2 Orchard Hill Terrace, Old Orchard Beach, Maine, currently owned by Vito Faridani & Rosemary Faridani, were merged by operation of Section 78-145 of the Town of Old Orchard Beach Zoning Ordinance. We further understand that the two lots were subsequently sold as separate parcels by prior owners, an action that resulted in a division in violation of the Zoning Ordinance. A no action letter dated May 19th, 2015, was recorded for 2 Orchard Hill Terrace, Tax Map 204, Lot 3-2 on June 4th, 2015, in the York County Registry of Deeds, BK 17029 pg. 500.

Given these circumstances, the Town will not take any action regarding violations of Section 78-145 of the Town of Old Orchard Beach Zoning Ordinance against the current or any future owner of the lot located at 29 Birkdale Circle, Tax Map 204, Lot 3-8.

Executed as of the date and year set forth below by a Council Vote of _____

Shawn O'Neill, Chair

Date

STATE OF MAINE

COUNTY OF YORK, SS.

Personally appeared the above named, Shawn O'Neill, to me known to be the person who executed the foregoing instrument, and acknowledge that he executed the same as his voluntary act and deed, before me this ____ day of _____, 2026

AGENDA ITEM #9026

Discussion with Action: Approve the quote from Port 2 Port Construction for the demolition, removal, and installation of front steps and railing at the Harmon Museum in the amount of \$5,500.00 from account #51002-50910 Historical Society Building Improvement CIP with an available balance of \$73,580.08.

Chair: Shawn O'Neill

Port2Port Construction
10 B Street
Old Orchard Beach, ME 04064
US
2073374818
paul@port2portconstruction.com



Estimate

ADDRESS

Town of Old Orchard Beach
1 Portland Ave
Old Orchard Beach, Maine
04064

ESTIMATE # 2036

DATE 03/17/2026

ACTIVITY	QTY	RATE	AMOUNT
front entry Provide material and labor to install new front stairs, railing and ballast to match stairs installed to rear entry. Includes demolition and disposal of existing masonry stairs.	1	5,500.00	5,500.00
TOTAL			\$5,500.00

Accepted By

Accepted Date

AGENDA ITEM #9027

Discussion with Action: Shall the Town grant a sanitary sewer easement along a portion of Portland Avenue from Sea Oaks Drive (formerly Bordeaux Avenue) to the existing sewer manhole located 368.31 feet southeasterly along Portland Avenue to Sea Oaks LLC to replace a private sanitary sewer force main to Serve Red Oak Subdivision, Phase III.

Chair: Shawn O'Neill

CORRECTIVE AND CONFIRMATORY EASEMENT DEED

Private Sanitary Sewer Force Main

This Corrective and Confirmatory Easement Deed (this “Easement”) is made this _____ day of _____ 2026, by and between **THE TOWN OF OLD ORCHARD BEACH**, a body corporate and politic, located at Old Orchard Beach in the County of York and State of Maine (“Grantor”) and **SEA OAKS, LLC**, a Maine Limited Liability Company with a mailing address of 243 US Route 1, Suite 4, Scarborough, ME 04074 (“Grantee”).

WHEREAS, Grantor approved the grant of a sewer easement on October 15, 2024 for the purpose of installing a private sanitary sewer force main to serve the Red Oak Subdivision (a/k/a the Sea Oaks Subdivision, referred to hereinafter as the “Subdivision”), which sewer easement was granted in the form of an Easement Deed from Grantor to Mark R. Bureau and Claire R. Bureau dated September 15, 2025 and recorded at the York County Registry of Deeds at Book 19740, Page 520 (the “Prior Easement”); and

WHEREAS, Mark R. Bureau and Claire R. Bureau conveyed fee interest in the Subdivision to Grantee by way of that certain Quitclaim Deed With Covenant dated March 6, 2025 and recorded in said Registry of Deeds at Book 19617, Page 749; and

WHEREAS, Grantor and Grantee acknowledge that the Prior Easement was inadvertently recorded following the grant of the Subdivision to Grantee, and therefore Grantee was fee owner of the Subdivision as of the date of the grant of the Prior Easement; and

WHEREAS, for the avoidance of doubt, Grantor and Grantee now wish to restate and confirm Grantor’s grant of the sewer easement to benefit the Subdivision.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee a perpetual easement within the bounds of Portland Avenue in Old Orchard Beach, York County, Maine, between Sea Oaks Drive (formerly known as Bordeaux Avenue) and the existing sewer manhole located approximately 368.31 feet southeasterly from Sea Oaks Drive (formerly known as Bordeaux Avenue) and more specifically shown on a Plan entitled “Sewer Force Main Easement, Portland Avenue Right of Way” prepared by Atlantic Resource Consultants and dated 12-19-2023, attached herein and incorporated hereto as **Exhibit A** (the “Easement Area”) for the purposes set forth below.
2. The Easement is given for the purpose of installation, maintenance, repair and replacement of a Private Sanitary Sewer Force Main to serve the Subdivision. The Grantee shall have the right to enter upon the Easement Area with all necessary equipment, tools and vehicles

necessary to carry out the purpose of this Easement. All work performed upon and use of the Easement Area for the purposes set forth above shall be at the Grantee's sole cost and expense. As part of the consideration for this easement, the Grantee, its heirs and assigns, covenant and agree to minimize the extent and duration of any disturbance of Portland Avenue caused by the exercise of this Easement and to restore to its previous condition the surface of Portland Avenue to the extent reasonably feasible promptly after each and every disturbance. No structures or improvements other than those specifically contemplated herein shall be placed or maintained by Grantee in the Easement Area.

3. Grantee, its successors and assigns, agree to indemnify and hold harmless Grantor, its successors and assigns, from and against any and all damages, liabilities, losses, expenses, claims and suits (including the cost of defending the same or enforcing this indemnity or Easement, including reasonable attorneys' fees) incurred or suffered in consequence of either bodily injury to any person (including death) or damage to any property arising out of, or in connection with, the Easement granted to Grantee, its successors and assigns, or the exercise by Grantee, its successors and assigns, of the rights granted by this Easement or the breach or violation of the terms hereof by Grantee. Nothing in this Easement does, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Grantor or its respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.
4. The intent of this Easement is to replace the Prior Easement in its entirety, and Grantor and Grantee hereby agree that the Prior Easement is released in its entirety effective as of the date of this Easement written above. Mark R. Bureau and Claire R. Bureau hereby join in this Easement to acknowledge the above release of the Prior Easement and hereby release any and all claims and interests they may hold by virtue of the Prior Easement.

(Signatures Follow)

IN WITNESS WHEREOF, the said Town of Old Orchard Beach has caused this instrument to be signed by _____, its Town Manager, duly authorized, this _____ day of _____, 2026.

WITNESS:

GRANTOR:

THE TOWN OF OLD ORCHARD BEACH

Print Name:

By: _____
Name:
Its: Town Manager

STATE OF MAINE

COUNTY OF YORK, ss

_____, 2026

Personally appeared the above-named _____, in his/her capacity as Town Manager of the Town of Old Orchard Beach, as aforesaid, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity, and the free act and deed of said Town of Old Orchard Beach.

Before me,

Notary Public

Name:

Commission Expires:

IN WITNESS WHEREOF, the said Sea Oaks, LLC has caused this instrument to be signed by _____, its _____, duly authorized, this _____ day of _____, 2026.

WITNESS:

GRANTEE:

SEA OAKS, LLC

Print Name:

By: _____

Name:

Its:

STATE OF MAINE

COUNTY OF _____, ss

_____, 2026

Personally appeared the above-named _____, in his/her capacity as _____ of Sea Oaks, LLC, a Maine limited liability company, as aforesaid, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity, and the free act and deed of said limited liability company.

Before me,

Notary Public

Name:

Commission Expires:

IN WITNESS WHEREOF, the said Mark R. Bureau and Claire R. Bureau have hereunto set our hands and seals this _____ day of _____, 2026.

WITNESS:

Print Name:

Mark R. Bureau

Print Name:

Claire R. Bureau

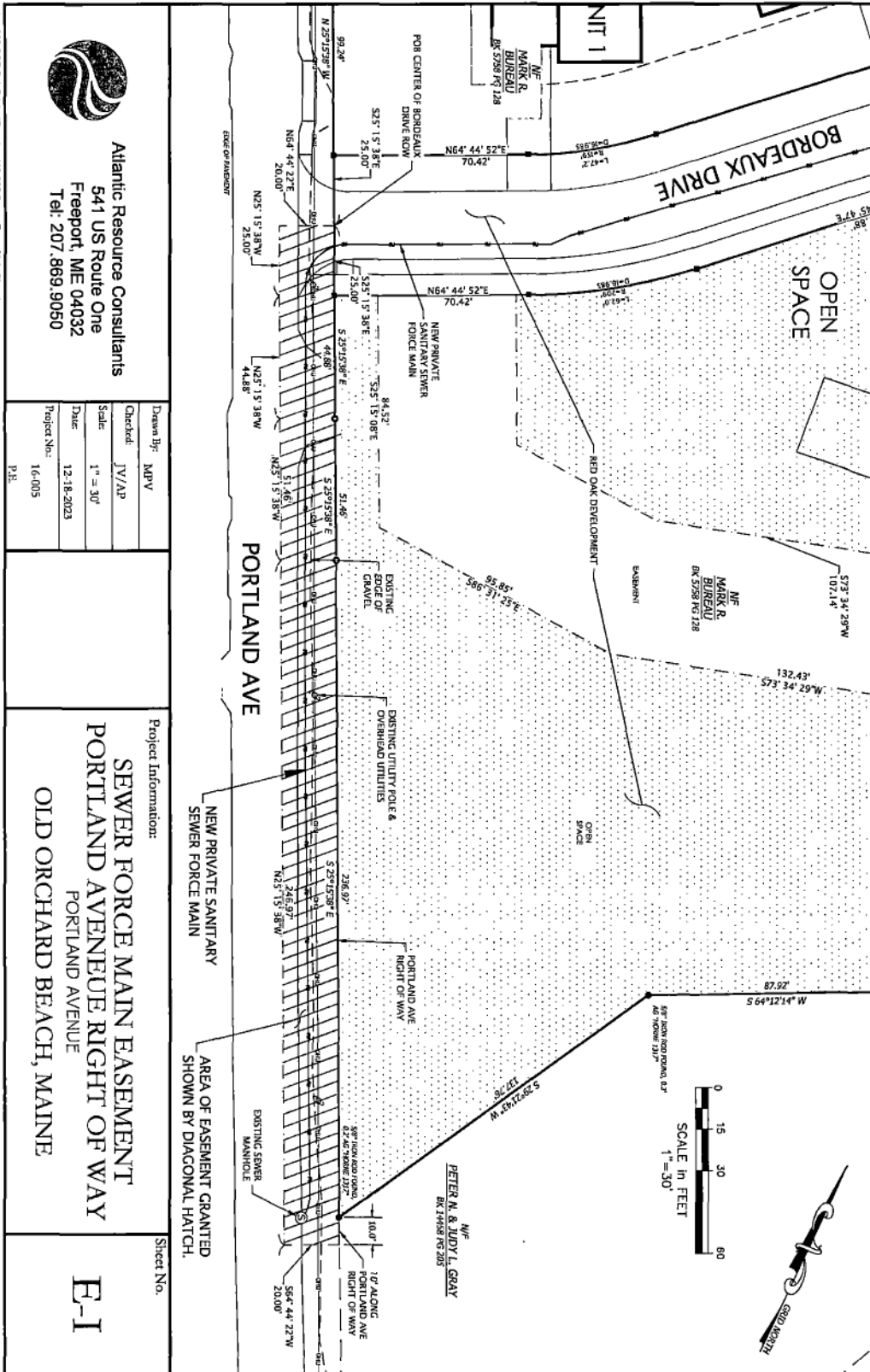
STATE OF MAINE
COUNTY OF _____, ss _____, 2026

Personally appeared the above-named Mark R. Bureau and Claire R. Bureau, and acknowledged the above instrument to be their free act and deed.

Before me,

Notary Public
Name:
Commission Expires:

EXHIBIT A



Atlantic Resource Consultants
 541 US Route One
 Freeport, ME 04032
 Tel: 207.869.9050

Drawn By:	MAPV
Checked:	JV/AP
Scale:	1" = 30'
Date:	12-18-2023
Project No.:	16-005
	P.H.

Project Information:
SEWER FORCE MAIN EASEMENT
PORTLAND AVENUE RIGHT OF WAY
 PORTLAND AVENUE
 OLD ORCHARD BEACH, MAINE

Sheet No.
E-1

S:\16-005 C028 sub\rd\cadd\Drawings\16-005 Sewer Force Main Plan.dwg

AGENDA ITEM #9028

Discussion with Action: Approve the quote from Vortex Services for spring Wastewater pump station and treatment plant tank cleaning in the amount of \$16,600 from account # 20161-50342 Wastewater Waste Pumping Expense with a balance of \$17,292.50.

Chair: Shawn O'Neill

PURCHASE ORDER REQUEST FORM

Date: 5/27/26 Department: Wastewater

Vendor #: 7071 (is vendor active in Munis? If not a vendor packet needs to be completed prior to requesting PO)

Vendor Name: Vortex Services

Account (Org/Obj): 20161 50342

Current Account Balance: \$ 17,292.50

Amount Requested: \$ 16,600

- Copies of quotes if required, are they attached? Yes No
- Copies of bids if required, are they attached? Yes No
- Items to purchase \$5000 and over approved by Council? Yes No
 - Agenda Item # _____
 - Date approved _____

General Description: Spring cleaning of Pump stations, sludge and scum tanks at treatment plant

Estimate, Quote or Itemized list included (enter items on attached table): Yes No

- Quantity
- Cost for each
- Description of item
- Freight charge



Department Head Signature

5/27/26

Date

VORTEX services

To: Town of Old Orchard Beach, ME	Contact: Dave Jones
Address: 1 Portland Ave Old Orchard Beach, ME 4064	Phone:
	Email: DJones@OOBMaine.com
Project Name: ME - Old Orchard Beach - Pump Station Cleaning 2026	Bid Number: 2624613
Project Location: Old Orchard Beach, ME	Bid Date: 5/15/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Pump Station Cleaning - (Inc. Vactor Truck, Operator & (2) Technicians)	4.00	DY	\$3,500.00	\$14,000.00
2	Extra Technician	10.00	HR	\$70.00	\$700.00
3	Confined Space Equipment	4.00	DY	\$275.00	\$1,100.00
4	Service Truck	4.00	DY	\$200.00	\$800.00

Total Bid Price: \$16,600.00

Notes:

- Disposal will be at EcoMaine under Old Orchard Beach's account
- All maintenance of traffic (MOT) and / or traffic control will be provided by Others.
- Owner will provide a portable hydrant meter and access to onsite water for our use free of charge.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- Standard wages are included. Therefore, Prevailing wages and or Union Wage Rates are not included in this bid proposal.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- Owner to provide disposal site and pay any associated fees. If required Vortex can dispose of debris and will pass on cost plus 10%.
- **Condition of Property:** The parties acknowledge that the nature of the Work to be performed hereunder at the Property is such that the drain line and other characteristics and conditions of the site and Property cannot be fully assessed by Contractor until the Services identified in the proposal have commenced. As such, the parties acknowledge that the condition of the Property including the drain line may necessitate modifying the proposal and executing applicable Purchase Orders. Neither party, at this time, can satisfy itself as to coordination of such schedules and as to the existing condition of all parts of the Property and its location, including, without limitation, access to the Site, availability, location, and condition of the drain line, all necessary utilities, climatic conditions, surface and subsurface conditions, potential exposure to hazardous or toxic wastes and substances, gases and other hazardous conditions and the condition of all improvements in or on the Property. Once the actual condition of the Property or of any of the other items described above is determined and necessary modifications to the proposal and/or Purchase Orders are mutually agreed upon, the Contractor shall be solely responsible for completing the Work.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Vortex Services LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Deirdre Smith</p>
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AGENDA ITEM #9029

Discussion with Action: Renew the liquor license for Dimitri INC, Jimmy the Greek's, 211-9-1, 215 Saco Avenue #17, Class A Restaurant: On-Premise, Beer, Wine & Spirits

Chair: Shawn O'Neill

AGENDA ITEM #9030

Discussion with Action: Approve the Special Event Permit Application for MAPS to hold their annual Breakaway 5K Road Race on Saturday, August 15th, 2026, 6:00a.m. to 10a.m. The race starts in the Milliken Street parking lot. Permission to set up a tent on the grass area by the restrooms at the Milliken Street Municipal Parking Lot for pre-registered runners to pick up their race packets on Friday, August 14th, and Saturday, August 15th. The race will end at The Brunswick. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least two weeks prior to the event.

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill

APPLICATION INFORMATION

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

1. Name of applicant Peter Flaherty

Address of applicant 5 Cedar Ave. Old Orchard Me. 04064
City State Zip

Phone number of applicant (207) 590 3679 Fax ()

Cell phone () E-mail theoobflaherty@mail.com

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

MAPS Scholarship Foundation

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

NO vendors

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.

"Quick Shade" commercial 8'x8' The tent will be used for race registration pick up

___ 0-150; ___ 150-500; X 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.

Starts at Milligan St parking → MAIN St → right to the top of main st. → Loop down to Lisa's Pizza → turn Right on 1st street to Union → Left on Union to West Grand - right on West Grand to Library. ~~Left on Seaside → right at "horseshoe" → Right on Seaside → Union~~
Right on Union to Brunswick

8. Will the sale of food and/or beverages occur at the event? _____ If yes, describe the commodities to be sold.

- Alcoholic Beverages (only at Ballpark, using Ballpark Licensee) Pot Luck Items
- Professional Catering Non-Profit Food Vendors Retail Food Vendors

9. Will there be merchandise sold at the event? YES NO

Description of merchandise T-shirts

10. Is the event a Charitable event? YES NO

Is this event co-sponsored by the Town of Old Orchard Beach? _____ YES NO

If this event a Regional School Unit #23 event? _____ Yes NO

(The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or co-sponsored by the Town of Old Orchard Beach).

11. If the event is charitable, name the beneficiary of the proceeds from the event:

All proceeds go to scholarships for OOBH's graduates to further education

12. List any Event Sponsors: MANY sponsors whose names are printed on race t-shirts

Doblier

Bills' Pizza

Brunswick Hotel

Dairy Queen

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): This is our 30th annual event
 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):

This race is conducted in cooperation with the Police & Fire dept. of O.O.B.

Additional Uniformed presence provided by: Off-Duty Police Officers; Private Security; Volunteers

Times: _____ How many? _____

If you have already made contact with someone about security, provide the contact name and number:

Name: _____ Phone Number: _____

Please list any items that will be left overnight. If equipment will be left on-site overnight, provide details for personal property safety and security of site: (Note that the event organizer is solely responsible for items left on the property. The Town assumes no responsibility for items of personal property at the location at any time)

The tent @ Milligan St. parking will be left overnight for runner who will pick up their Bib numbers on Saturday morning Aug. 15th

Will audible devices be used at this event? YES NO

If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

Speaker to begin the event

Where will the event attendees/participants park? _____

Milligan St. Parking lot until 10am on August 15th

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 police our own waste which will consist of water cups.

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? Alice + Fire along with many
volunteers

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)? _____ YES NO

If yes, explain: _____

If this application includes a request for a bonfire, the attached Bonfire Permit must also be filled out.

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.

two banner will be placed at Loranger School and
Saco/Bill Bank for 3 weeks prior to the event.

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):

"Breakaway 5k and Fun Run
August 15 2026"

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:

NO Alcohol

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/events 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 event proposal per review standards established for Essential Habitats and determine if the event would significantly alter the habitat or violate protection guidelines. Application is attached.

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; X 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 X NO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

SPECIAL EVENT PERMIT AGREEMENT

I, Peter Flaherty on behalf of MAPS Scholarship Foundation
(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. PF (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: Peter L. Flaherty Date: May 4, 2006
(authorized representative)

Print name: Peter L. Flaherty

Print Organization Name (if applicable): MAPS Scholarship Foundation

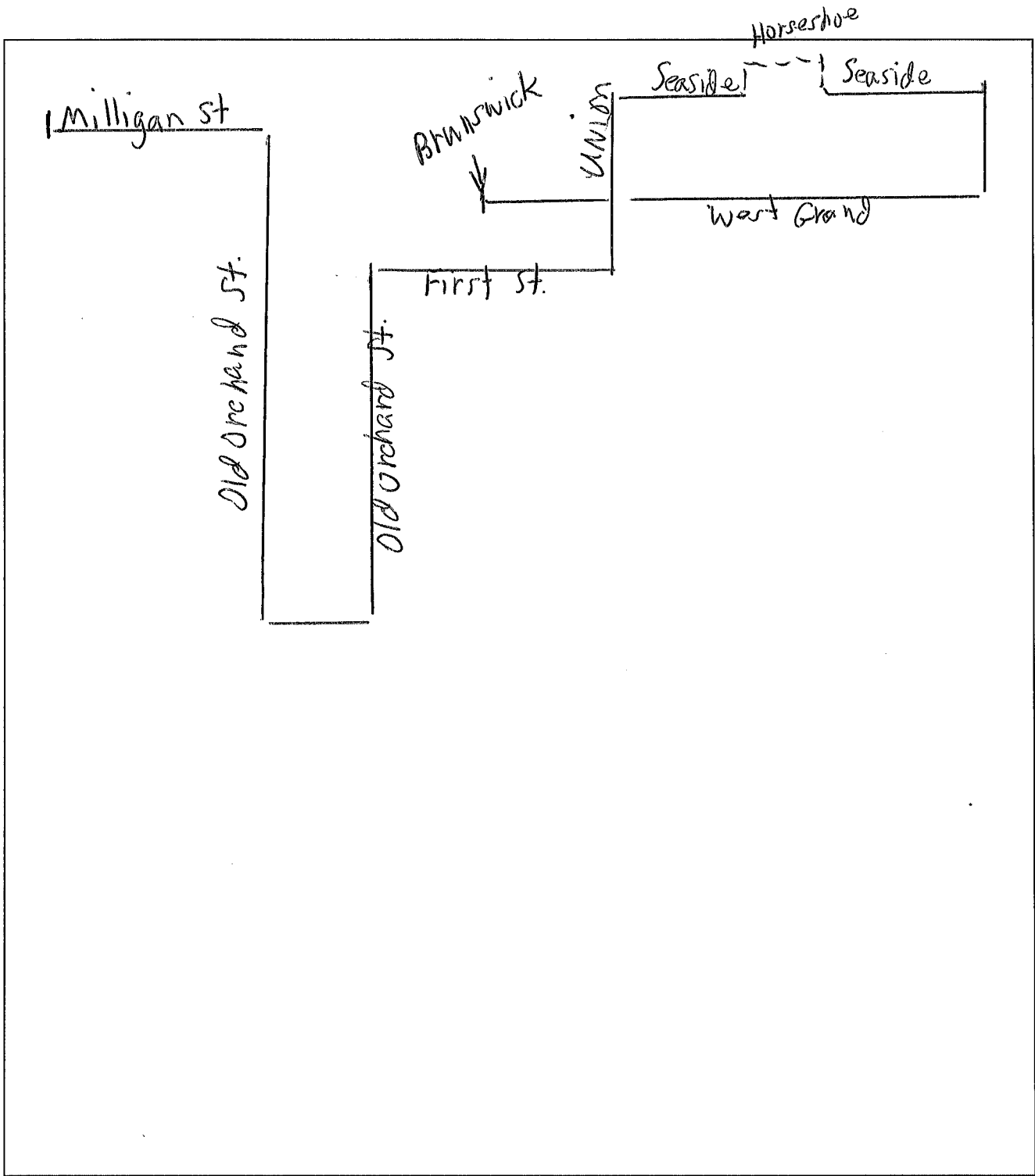
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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





Town Of Old Orchard Beach
1 Portland Ave, Old Orchard Beach, ME 04064
207.937.5626

REQUEST FOR BONFIRE PERMIT

1. Form must be completed and attached instructions initialed in each box.
2. **Incomplete applications, and failure to submit the required fees, will cause the permit to be returned without approval.**
3. Insurance, listing the Town of Old Orchard Beach as additionally insured, with a minimum coverage amount for property damage and bodily injury of \$500,000 and must be provided with the completed application.
4. You must submit a \$200 cash deposit at the Town Clerk's Office before the permit is issued.
5. You must arrange a site visit with Public Works and Fire Department before and after.
6. You must obtain a burn permit from the Fire Department day of, Box 12.
- 7.. See box 13 for requirements regarding piping plover.
8. Bonfire permits are for less than 25 people. If 25 or more, a Special Event Permit application is required.

REQUIRED INFORMATION

Date submitted: _____ Date of Proposed Bonfire: _____

Time of Proposed Bonfire (all bonfires must end by 10 p.m.):

START: _____ END: _____ Proposed Beach Location: _____

Applicant Name: _____

Home Phone number: _____ Cell Number: _____

Address: _____

Note: The issuance of the permit is based upon the information contained in this application only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. Any change(s) to the application shall be submitted to the Office of the Town Clerk for review.

I hereby certify that I am aware of the conditions and requirements for having a bonfire and agree to comply with the conditions and requirements. I understand that failure to comply with the conditions would mean cancellation of this permit and possible denial of future permits.

Applicant's Signature _____ **Date** _____

INITIAL EACH BOX

GF	<p>1. Fires:</p> <p>A. <u>LEAVING A FIRE UNATTENDED IS PROHIBITED!</u></p> <p>B. The kindling of any ground fire is permitted only on the beach between the high tide and low tide marks.</p> <p>C. Bonfire material must be placed in a pit approximately one (1) foot deep and (3) feet larger than the outer edge of the bonfire material. Material should be stacked no higher than three (3) feet.</p> <p>D. Bonfire material must not consist of salt treated lumber, tar paper, contents containing any rubber products, creosote treated lumber, glue impregnated material, plastic, foam, paint, nails or trash.</p> <p>E. Flammable and/or combustible liquids must not be utilized for fueling the bonfires.</p> <p>F. A small water extinguisher and shovel must be present.</p> <p>G. Upon completion of the bonfire, all ashes and leftover material must be thoroughly wet down, placed in a trash bag and removed from the beach. Material and/or hot ashes shall not be buried in the sand.</p> <p>H. Per State Law, untreated wood cannot be brought into the State of Maine. Where are you obtaining your untreated wood? _____</p>
OF	<p>2. Cleanup and restoration of the site must be completed by the expiration date and time set forth by this permit (<u>5 a.m. the following day</u>). The person obtaining the permit is responsible for providing the trash bags, stacking the trash and placing all the trash in the proper containers, and removing off site. Failure to remove all bonfire residue from the beach by 5 a.m. may result in the Town refusing to issue a bonfire permit in the future, or an invoice for the cost of removing the debris or both, as well as the forfeiture of the \$200 deposit.</p> <p><u>How are you removing the wood debris from the beach?</u> _____</p> <p>_____</p>
OF	<p>3. All persons encompassed in this permit must vacate the bonfire site no later than the date and time set forth by this permit.</p>
OF	<p>4. Groups under the age of 18 must be chaperoned by an adult twenty-one (21) years of age or older. FOR SUCH GROUPS, THE PERMIT WILL ONLY BE ISSUED TO THE CHAPERONE.</p>

	5. Servicing the bonfire site will be accomplished by hand carrying the equipment and supplies to the site. Vehicles shall not service the bonfire onsite.
	6. The person obtaining the permit must be present during the hours of the bonfire. They must have in their possession a copy of this permit and present it upon request of a Fire Official or Police Officer. The Town of Old Orchard Beach reserves the right to check for permit compliance at any time.
	7. Unsuitable wind or weather conditions must be taken into consideration prior to and during the actual bonfire. Adverse conditions may cause the revocation of this permit.
	8. Application for the permit must be made to the Office of Town Clerk, <ul style="list-style-type: none"> a. By mailing to Office of Town Clerk, 1 Portland Avenue, Old Orchard Beach, ME 04064 or b. Faxed (207) 934-7967 or c. Emailed to kmclaughlin@oobmaine.com or d. The applicant may also stop by the Office of the Town Clerk located at 1 Portland Avenue during regular office hours, 8 a.m. to 4 p.m. Monday through Friday, with extended office hours until 6 p.m. on Tuesdays. Please call ahead for holidays. e. If submitting by fax or e-mail, the applicant must still come into the Town Clerk's Office to pay the \$200 cash deposit. <p>Application must be submitted a minimum of one week (7 days) prior to the date of the scheduled bonfire, with the required insurance.</p>
	9. A non-refundable Permit Fee of \$50.00 can be paid in the form of a check, money order (payable to the Town of Old Orchard Beach), cash and/or credit card and must be paid upon submitting the completed application.
	11. In addition, a refundable CASH deposit of \$200 is required for all fires when the permit is approved, and before issuance. The deposit will be returned if the applicant met with the Public Works Department and Fire Department to review the bonfire site before and after the permit is issued, and Public Works Department and/or Fire Department has determined the area is clean. Also, any violation of this permit will, at minimum, forfeit the deposit.
	12. A burn permit must be requested on the day of the event. The Fire Department will need to meet with the applicant on site the day of the bonfire to review the site and material being used. The Fire Department will issue a permit based on class day as listed by the Maine Forest Service. NOTE: Permission may be refused or permission may be revoked by the Fire Chief or his designee if safety issues arise, or if the Maine State Forestry Commission (governing body) declares a "Red Flag" day on which NO open fires may be allowed in our zone.

BF

13. Piping Plovers are state and federally protected birds and nest on the beach from as early as April to August. In the event there are any active piping plover nests in the vicinity of your bonfire, you may have to move your event farther down the beach. You must contact Public Works (207-934-2250) two workdays before the event to ensure there aren't any piping plovers in the area of your bonfire. We will know approximately one week prior to the event. You will be notified if you need to move your event at the phone number listed on the application. Any bonfires on the beach occurring between Mullen Avenue and the Scarborough line, or between Seacliff Avenue and the Saco line, the applicant must apply to Maine State Inland Fisheries and Wildlife for an Essential Habitat Evaluation Process. This process may take several days and requires meeting with the applicant on site. This process must be completed, and a copy of the approval must be received by the Town Clerk's Office before the permit is issued.

Fire Department contacts to arrange site visit:

E-mail both Chief Gilboy, jgilboy@oobmaine.com and Deputy Chief McDonald, tmcdonald@oobmaine.com

Public Works Department contact to arrange site visit:

E-mail both Administrative Operations Manager, Jaime Conte, jconte@oobmaine.com and Operations manager, Ed Dalton, edalton@oobmaine.com

Official Use Only below:

Date completed application received w/fee _____ Application # _____

Reviewed by FD and ready: _____ Town Manager Sign Off: _____

The applicant will be notified when the bonfire permit is ready.

**INSTRUCTIONS FOR COMPLETING
A "REQUEST FOR PROJECT EVALUATION"
(ESSENTIAL HABITATS OF ENDANGERED AND THREATENED SPECIES)**

Formal MDIFW review of projects proposed within Essential Habitats is initiated upon submission of a "*Request For Project Evaluation*" (MDIFW Form EHR4/03) by a state agency or municipality. **Both the project applicant and the agency or municipal official reviewing the project must provide information on the form.**

Please read the following instructions carefully before completing a request form. Contact the appropriate MDIFW Regional Wildlife Biologist if you have questions or require assistance.

1. **Please type or print clearly.** Illegible or incomplete forms will be returned.
2. The **project applicant**¹, or representative, must complete, sign and date **Section A** (see both sides of form) and provide the appropriate agency or municipal official with **3 copies** of each of the following items:
 - a. a copy of that portion of the official MDIFW Essential Habitat map that denotes the affected Essential Habitat and clearly shows project boundaries; and
 - b. a copy of the **final** project application, permit, and/or license as recommended for approval by the town or state. If none of these items exist for the project, a site map must be provided (scale: 1" = 200'). **Conditions agreed to as safeguards for the Essential Habitat must be itemized** in the permit application, site plan, or other project documentation.

Additional project documentation is generally not required but, if included, may enable a more rapid review by the Department.

3. An appropriate **representative of the state agency or municipality** reviewing or proposing the project must complete, sign, and date **Section B**, and ensure that all information and attachments required from the applicant are provided.
4. The completed form and all attachments should be sent to:

**Maine Department of Inland Fisheries and Wildlife
Attn: Environmental Coordinator/EH Review
284 State Street, State House Station #41
Augusta, Maine 04333-0041**

¹In cases where a state agency or municipality is proposing to fund or carry out a project within an Essential Habitat, the agency or municipality is considered the project applicant.

5. The reviewing agency or municipality and the project applicant should each retain a copy of the completed form and all attachments. This will facilitate response to any additional inquiries from MDIFW staff during the project evaluation.

The completed "*Request For Project Evaluation*" and all attachments will be retained on file by MDIFW and referenced to ensure that approved projects are carried out as described. **Projects that deviate from information provided on the form may be referred to the State Attorney General's Office as possible violations of the Maine Endangered Species Act.**

REQUEST FOR PROJECT EVALUATION

ESSENTIAL HABITATS OF ENDANGERED AND THREATENED SPECIES



INSTRUCTIONS:

- Please type or print clearly. Incomplete or illegible forms will be returned.
- The project applicant must complete, sign, and date Section A (see both sides).
- An appropriate state agency or municipal representative must complete, sign, and date Section B (see reverse).
- Send completed form and all required attachments to: **Maine Department of Inland Fisheries and Wildlife, ATTN: Environmental Coordinator/EH Review, State House Station #41, Augusta, Maine 04333-0041.**
- For assistance, contact the appropriate MDIFW Regional Wildlife Biologist.

SECTION A (to be completed by project applicant or representative)

1. Name of project applicant: _____
 Mailing address: _____
 _____ Telephone: _____

2. Name of property owner: _____
 Mailing address: _____
 _____ Telephone: _____

3. Project location: Town Tax Map# _____ Lot# _____
 Township: _____ County: _____

4. Are permit(s) or license(s) required for this project? _____ Yes _____ No
 If Yes, please list: _____

5. Attachments: Each of the following items must be sent in triplicate with this form:
- a) a photocopy of that portion of the official MDIFW map denoting the affected Essential Habitat and clearly showing project boundaries (maps are available in all MDIFW and affected town offices, and at www.mefishwildlife.com); **and**
 - b) a copy of the **final** project application, permit, and/or license as recommended for approval; if none of these items exist for the project, the applicant must provide a site map (scale: 1" = 200')

Additional project documentation is generally not required but, if included, may enable a more rapid review by MDIFW.

6. Are any of the following activities associated with this project?
- | | | |
|---|----------|-----------|
| a) subdivision plan or residential development? | _____ No | _____ Yes |
| b) exterior construction or repair of buildings? | _____ No | _____ Yes |
| c) road or trail construction or maintenance? | _____ No | _____ Yes |
| d) recreational activities? | _____ No | _____ Yes |
| e) alteration of soils or vegetation? | _____ No | _____ Yes |
| f) timber harvests or forest management? | _____ No | _____ Yes |
| g) agriculture or agricultural management? | _____ No | _____ Yes |
| h) alterations to wetlands, open waters, submerged lands, dunes, islands, or alpine areas? | _____ No | _____ Yes |
| i) modifications to shoreland zones (uplands within 250 feet of any wetland or water body)? | _____ No | _____ Yes |

****SEE REVERSE: APPLICANT MUST COMPLETE SECTION A****

Section A (continued)

7. Briefly describe the nature and extent of project activities. Address each item answered by a "yes" in the previous question and provide details of those activities proposed within the Essential Habitat. (If additional space is needed, complete on a separate page and attach to this form.):

8. What are the starting and ending dates of the project? If applicable, give dates for on-site planning, construction, and operational phases.

9. Please summarize and attach any additional facts regarding this project you wish to bring to the attention of MDIFW.

10. I certify that the information described within this form is complete and accurate to the best of my knowledge and belief.

Signature: _____ Date: _____

Section B (to be completed by agency or municipal representative)

1. Name of agency/municipality: _____
Mailing address: _____

Contact Individual: _____
Title: _____ Telephone: _____

2. This agency/municipality finds the project described herein meets our criteria for approval, but is partly or wholly within a designated Essential Habitat. I hereby request evaluation by MDIFW to determine if the project would significantly alter the Essential Habitat or violate protection guidelines adopted for the habitat.

Signature: _____ Date: _____

Section C (for use by MDIFW only)

Received by: _____ Date: _____
EHR#: _____ EH#: _____ Region: _____ CD: _____
EO#: _____ Town: _____ Agency: _____ Type: _____

**INSTRUCTIONS FOR COMPLETING
A "REQUEST FOR PROJECT EVALUATION"
(ESSENTIAL HABITATS OF ENDANGERED AND THREATENED SPECIES)**

Formal MDIFW review of projects proposed within Essential Habitats is initiated upon submission of a "**Request For Project Evaluation**" (MDIFW Form EHR4/03) by a state agency or municipality. **Both the project applicant and the agency or municipal official reviewing the project must provide information on the form.**

Please read the following instructions carefully before completing a request form. Contact the appropriate MDIFW Regional Wildlife Biologist if you have questions or require assistance.

1. **Please type or print clearly.** Illegible or incomplete forms will be returned.
2. The **project applicant**¹, or representative, must complete, sign and date **Section A** (see both sides of form) and provide the appropriate agency or municipal official with **3 copies** of each of the following items:
 - a. a copy of that portion of the official MDIFW Essential Habitat map that denotes the affected Essential Habitat and clearly shows project boundaries; and
 - b. a copy of the **final** project application, permit, and/or license as recommended for approval by the town or state. If none of these items exist for the project, a site map must be provided (scale: 1" = 200'). **Conditions agreed to as safeguards for the Essential Habitat must be itemized** in the permit application, site plan, or other project documentation.

Additional project documentation is generally not required but, if included, may enable a more rapid review by the Department.

3. An appropriate **representative of the state agency or municipality** reviewing or proposing the project must complete, sign, and date **Section B**, and ensure that all information and attachments required from the applicant are provided.
4. The completed form and all attachments should be sent to:

**Maine Department of Inland Fisheries and Wildlife
Attn: Environmental Coordinator/EH Review
284 State Street, State House Station #41
Augusta, Maine 04333-0041**

¹In cases where a state agency or municipality is proposing to fund or carry out a project within an Essential Habitat, the agency or municipality is considered the project applicant.

5. The reviewing agency or municipality and the project applicant should each retain a copy of the completed form and all attachments. This will facilitate response to any additional inquiries from MDIFW staff during the project evaluation.

The completed "*Request For Project Evaluation*" and all attachments will be retained on file by MDIFW and referenced to ensure that approved projects are carried out as described. **Projects that deviate from information provided on the form may be referred to the State Attorney General's Office as possible violations of the Maine Endangered Species Act.**

REQUEST FOR PROJECT EVALUATION

ESSENTIAL HABITATS OF ENDANGERED AND THREATENED SPECIES



INSTRUCTIONS:

- Please type or print clearly. Incomplete or illegible forms will be returned.
- The project applicant must complete, sign, and date Section A (see both sides).
- An appropriate state agency or municipal representative must complete, sign, and date Section B (see reverse).
- Send completed form and all required attachments to: **Maine Department of Inland Fisheries and Wildlife, ATTN: Environmental Coordinator/EH Review, State House Station #41, Augusta, Maine 04333-0041.**
- For assistance, contact the appropriate MDIFW Regional Wildlife Biologist.

SECTION A (to be completed by project applicant or representative)

1. Name of project applicant: _____
 Mailing address: _____
 _____ Telephone: _____

2. Name of property owner: _____
 Mailing address: _____
 _____ Telephone: _____

3. Project location: Town Tax Map# _____ Lot# _____
 Township: _____ County: _____

4. Are permit(s) or license(s) required for this project? _____ Yes _____ No
 If Yes, please list: _____

5. Attachments: Each of the following items must be sent **in triplicate** with this form:
- a) a photocopy of that portion of the official MDIFW map denoting the affected Essential Habitat and clearly showing project boundaries (maps are available in all MDIFW and affected town offices, and at www.mefishwildlife.com); **and**
 - b) a copy of the **final** project application, permit, and/or license as recommended for approval; if none of these items exist for the project, the applicant must provide a site map (scale: 1" = 200')

Additional project documentation is generally not required but, if included, may enable a more rapid review by MDIFW.

6. Are any of the following activities associated with this project?
- a) subdivision plan or residential development? _____ No _____ Yes
 - b) exterior construction or repair of buildings? _____ No _____ Yes
 - c) road or trail construction or maintenance? _____ No _____ Yes
 - d) recreational activities? _____ No _____ Yes
 - e) alteration of soils or vegetation? _____ No _____ Yes
 - f) timber harvests or forest management? _____ No _____ Yes
 - g) agriculture or agricultural management? _____ No _____ Yes
 - h) alterations to wetlands, open waters, submerged lands, dunes, islands, or alpine areas? _____ No _____ Yes
 - i) modifications to shoreland zones (uplands within 250 feet of any wetland or water body)? _____ No _____ Yes

****SEE REVERSE: APPLICANT MUST COMPLETE SECTION A****

Section A (continued)

7. Briefly describe the nature and extent of project activities. Address each item answered by a "yes" in the previous question and provide details of those activities proposed within the Essential Habitat. (If additional space is needed, complete on a separate page and attach to this form.):

8. What are the starting and ending dates of the project? If applicable, give dates for on-site planning, construction, and operational phases.

9. Please summarize and attach any additional facts regarding this project you wish to bring to the attention of MDIFW.

10. I certify that the information described within this form is complete and accurate to the best of my knowledge and belief.

Signature: _____ Date: _____

Section B (to be completed by agency or municipal representative)

1. Name of agency/municipality: _____

Mailing address: _____

Contact Individual: _____

Title: _____ Telephone: _____

2. This agency/municipality finds the project described herein meets our criteria for approval, but is partly or wholly within a designated Essential Habitat. I hereby request evaluation by MDIFW to determine if the project would significantly alter the Essential Habitat or violate protection guidelines adopted for the habitat.

Signature: _____ Date: _____

Section C (for use by MDIFW only)

Received by: _____ Date: _____

EHR#: _____ EH#: _____ Region: _____ CD: _____

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