



## Town Council - Meeting Agenda

**December 3<sup>rd</sup>, 2024 @ 6:30pm**  
**Council Chambers - 1 Portland Avenue**

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

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

### **PLEDGE OF ALLEGIANCE:**

### **ROLL CALL:**

### **ACKNOWLEDGEMENTS:**

Gulls Football – Jason Webber, Recreation Director

### **GOOD & WELFARE:**

### **PRESENTATION:**

Old Orchard Beach Conservation Commission

**ACCEPTANCE OF MINUTES:**

Accept the minutes from the 10/15/2024 and 11/19/2024 Regular Meetings and the 11/18/2024 Inaugural and Special Meetings of the Town Council.

Chair: Shawn O'Neill

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

Zhimin Zhou Living Family Trust, Zhimin Zhou, (312-13-9), 71 Atlantic Avenue, one (1) year-round rental.

Lucinda Rodrigues, (206-27-2) 29 Staples Street, two (2) year-round rentals.

Camp Comfort Holdings LLC, Suman Adhikari, (313-4-8), 6 Camp Comfort Avenue, five (5) seasonal short-term rentals.

31 West Old Orchard Ave LLC, Michael Libby, (312-6-1), 31 West Old Orchard Ave, six (6) year-round rentals.

Jeff Dobson, (103-5-6), 60 Milliken Mills Road, one (1) year-round short-term rental.

Judy Beale, (105A-1-803), 5 Woods Lane, one (1) seasonal short-term rental.

Jay and Francine Perkins, (305-4-1), 1 Cleaves Street Unit 307, one (1) year-round short-term rental.

Win Waste Innovations, 209 Nashua Road, Londonderry, NH, two (2) trucks waste hauler.

Chair: Shawn O'Neill

**PUBLIC HEARING:**

Shall the Town consider a request from Mezoian Development, LLC, to accept title and to accept and establish as town ways those developed portions of Summer Long Drive and Winter Berry Lane together with any storm water runoff systems located within the right of way of said Summer Long Drive and Winter Berry Lane, fire hydrants, street signs, drainage easement areas and sewer pipes located therein or appurtenant thereto, sidewalks, trees, street lights, lighting facilities, lampposts, and all of the rights appurtenant to the foregoing, as shown on a plan entitled “Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine”, for Mezoian Development, LLC, dated January 2020 as revised through 9/18/20, by BH2M, Inc. As described in the Warranty Deed from Mezoian Development, LLC to the Town of Old Orchard Beach, Maine, dated, \_\_\_\_\_.

Chair: Shawn O’Neill

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

**FROM: Planning Staff**

**SUBJECT: Summer Long Dr, Winter Berry Ln Public Acceptance (Sumter Landing)**

**ACTION: Public Hearing**

**DATE: 3 December 2024**

At the 3 December Council meeting, Council will host a public hearing as part of their consideration of a request from Mezoian Development LLC (MD) to accept Summer Long Dr and Winter Berry Ln, located in the Sumter Landing residential development. In addition to both roads and their right-of-way, MD is requesting public acceptance of “any storm water runoff systems located within the right of way of said Summer Long Drive and Winter Berry Lane, fire hydrants, street signs, drainage easement areas and sewer pipes located therein or appurtenant thereto, sidewalks, trees, street lights, lighting facilities, lampposts, and all of the rights appurtenant to the foregoing.”

After the public hearing, Council will perform a final review and decide on acceptance. Final review includes determining what the town will and will not accept. A 19 November planning staff memo offered a few comments to Council and MD for the purpose of helping prepare for final review. Below is a summary of what is proposed for acceptance and the 19 Nov. planning staff comments.

What is Mezoian Development Requesting the Town Accept?

MD is requesting acceptance of the following items as shown on a plan entitled ““Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine”, for Mezoian Development, LLC, dated January 2020 as revised through 9/18/20, by BH2M, Inc (included in Mezoian Development submission):

- Roads and the 50-foot Right-of-Way (ROW)
- Any storm water runoff system located in the ROW of Summer Long and Winter Berry
- Drainage easement areas
- Sewer pipes
- Sidewalks
- Fire hydrants
- Street signs
- Trees
- Streetlights
- Lighting facilities
- Lampposts

See deed enclosed with MD’s submission for actual language.

19 November Planning Staff Comments

- A reminder that it is helpful if the deed specifically states what is included and excluded with the public acceptance. If the deed specifically states what is/is not accepted, it helps the town provide clear answers to questions asked at later dates (e.g., is the town required to mow the lawn in the cul-de-sac?).
- Sewer should be removed from acceptance items as public sewer does not supply this particular project.
- There is a 10’ utility easement abutting the ROW, but actually it is not within it. Is MD proposing public acceptance of this easement? If yes, it appears it’s not included in the deed as part of public acceptance. This may become an important item at some point in the future so it should if it is included or excluded the deed should state this

- Do lighting “facilities” include underground electric lines and aboveground transformers? Note that some transformers are in the utility easement and some are not.
- The level spreader adjacent to Winter Berry is not within the ROW. I mention this just so it’s clear it’s not included with public acceptance.
- Trail easement- will this continue to be held by the Association? I assume it will (and it should), but I ask just so it’s clear.
- Road access easement to Ross Rd off Winter Berry. The easement was granted by the town to MD to allow for a second access to Ross Rd. If the town accepts Winter Berry and its ROW, is there still a need for this easement? Note that a sidewalk is within the ROW so if the easement is no longer needed and the town decided to not accept sidewalks, what will become of the sidewalks in terms of rights to access across town owned land?
- The town may accept but what about maintaining it? Is the deed clear in regard to what will be maintained by the town?
- Did MD flush the sewer drainage lines identified in the CCTV report?

#### Town Staff, Engineer and Town Attorney Review of the Proposal

Town Staff, engineer and town attorney reviewed the proposal. Except for staff comments and questions above, there are no remaining matters for the applicant to address.

#### Next Steps

After the public hearing the Council is tasked with deciding on the acceptance proposal. Before a final decision is made, Council should determine what will be included with public acceptance and what will not. If Council recommends changes to the deed language, the deed should be amended by the applicant before Council votes.

If the Council decides to not accept items proposed for acceptance in the deed, in addition to changing the deed language, we recommend the Sumter Landing Association documents are clear in regard to what falls under Association responsibility.



**TOWN OF OLD ORCHARD BEACH – TOWN COUNCIL  
PUBLIC HEARING NOTICE**

**Proposal:** Public Acceptance

**Location:** Winter Berry Ln and Summer Long Dr

**Applicant:** Mezoian Development, LLC

**PUBLIC HEARING**

**Date & Time:** December 3, 2024 at 6:30 PM

**Location:** Town Hall Council Chambers (3<sup>rd</sup> floor)

You, as an abutter to these roads, can attend this public hearing to give testimony to the Council, submit comments to the Town Manager at Town Hall, or email comment to Town Manager Executive Assistant, Tim Fleury ([tfleury@oobmaine.com](mailto:tfleury@oobmaine.com)).

Copies of the proposal are available for public inspection at the Old Orchard Beach Planning Department in the Town Hall on weekdays from 8am - 4pm, Wednesdays from 8am-2:30pm and on Tuesdays until 6pm.

Contact: Planner Jeffrey Hinderliter at [jhinderliter@oobmaine.com](mailto:jhinderliter@oobmaine.com)

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### TOWN OF OLD ORCHARD BEACH

#### Current Planning Services: ROADWAY ACCEPTANCE APPLICATION

Page 1 of 3

Application Fee is \$150.00

Date Received: 21 Aug 2024

Application Fee PAID: \$ 150 -

#### Application and Submittal Requirements

*This application and all accompanying submissions shall conform to the applicable provisions of the Old Orchard Beach Zoning Ordinance.*

Street Name:

Summer Long Drive and Winter Berry Lane

Type of Street:

Arterial

Collector

Minor

Industrial/Commercial

[See Subdivision Ordinance Section 74-308 for Street Classifications and Section 74-309 for Design Standards.]

The following items have been submitted for review:

Abutter's List (lots adjacent to and bounded by the proposed street)

Plat Map, if applicable, as recorded in York County Registry of Deeds after August 15, 1987

Plan and Profile Sheets

Plan Map, if applicable, as recorded in York County Registry of Deeds after August 15, 1987

It is proposed that the Street be **Accepted** upon dedication as follows:

Owners of a majority of the abutting lots shall convey their interest to the Town without claim for damages.

Owners of Fee Interests shall convey their interests by Warranty Deed to the Town

Owners of less than Fee Interests shall convey their interests by Quitclaim Deed with Covenant.

**OR,** It is proposed that the Street be **Taken** as follows:

Owners of a majority of the abutting lots shall Petition the Town Council in writing to lay out and take the Street and in said Petition shall waive any damages otherwise payable to them as a result of the Taking.

*No application shall be accepted by OOB Town Staff without all information in the above section and without all items marked in the following pages.*

**OOB Planning Department**

One Portland Avenue, Old Orchard Beach, ME. 04064 Phone: 207 934 5714 Fax: 207 934 5911

# TOWN OF OLD ORCHARD BEACH

**Current Planning Services:**

## **ROADWAY ACCEPTANCE APPLICATION**

Page 2 of 3

### Application and Submittal Requirements

Submit plans of the proposed street as it will be constructed after it has been Accepted or Taken.

Submit a Plot Plan that includes or meets the following criteria:

- |  |  |
|--|--|
| <input type="checkbox"/> Drawing scale is 1" = 40' (max)     | <input type="checkbox"/> North Arrow                               |
| <input type="checkbox"/> Plans sheets or 24" x 36"           | <input type="checkbox"/> Lot Areas                                 |
| <input type="checkbox"/> Ownership of adjoining subdivisions | <input type="checkbox"/> Lot Dimensions at ROW line                |
| <input type="checkbox"/> Ownership of Adjoining acreages     | <input type="checkbox"/> Passageways                               |
| <input type="checkbox"/> Buildings                           | <input type="checkbox"/> Street Lights and Lines                   |
| <input type="checkbox"/> Building Stationing                 | <input type="checkbox"/> Topograhpy (USGS Vertical Datum)          |
| <input type="checkbox"/> Water Ways                          | <input type="checkbox"/> Contours (not to exceed 5-foot intervals) |
| <input type="checkbox"/> Natural Drainage Courses            | <input type="checkbox"/> Bearing, Distances & Angles of Street ROW |
| <input type="checkbox"/>                                     | <input type="checkbox"/> Boundary Monuments                        |

Submit a Profile Plan that includes or meets the following criteria:

- |  |  |
|--|--|
| <input type="checkbox"/> Drawing scale is 1" = 50' (max) with corresponding vertical scale of 1" = 10' (max) |  |
| <input type="checkbox"/> Profile shows street centerline   | <input type="checkbox"/> Plan shows abutting buildings |
| <input type="checkbox"/> Street cross sections - Horiz. Scale: 1" = 5' (max); Vert. Scale: 1" = 1' (max)     |  |

Location of all existing and proposed:

- |  |  |
|--|--|
| <input type="checkbox"/> Water Mains           | <input type="checkbox"/> Storm Drains                        |
| <input type="checkbox"/> Sanitary Sewer Mains  | <input type="checkbox"/> Gas Mains                           |
| <input type="checkbox"/> Culverts              | <input type="checkbox"/> Underdrains                         |
| <input type="checkbox"/> Underground Utilities | <input type="checkbox"/> All associated building connections |

### **OOB Planning Department**

One Portland Avenue, Old Orchard Beach, ME. 04064 Phone: 207 934 5714 Fax: 207 934 5911

# TOWN OF OLD ORCHARD BEACH

## Current Planning Services: ROADWAY ACCEPTANCE APPLICATION

Page 3 of 3

### Application and Submittal Requirements

Prior to the Acceptance or Taking by the Town Council, a majority of the abutting Lot Owners shall petition the Town Council to construct or make required improvements to the Street.

Said petition shall include:

- an Agreement to pay their (Owner's/Petitioners) just portion of the cost to construct the Street
- a cost estimate (reviewed and approved by OOB Public Work's Director) of cost to construct the Street

Owner's/Petitioners shall submit the following:

- An Agreement signed by the majority of the abutting property owners that appoints an 'Owner/Petitioner Representative' to act as Agent for this Application.

This Application shall comply with the most recent versions of:

1. The Town of Old Orchard Beach, Maine Subdivision Review Standards, ARTICLE 6 - STREET DESIGN AND CONSTRUCTION STANDARDS
2. Ordinance Governing Acceptance of Proposed Streets and Assessment of Costs
3. Zoning Ordinance of the Town of Old Orchard Beach

Submit 13 copies of the Application and Documents to OOB Planning Department

Verify submittal deadlines with the OOB Planning Department

Attach a check payable to the Town of Old Orchard Beach for Application fees.

**ALL SUBMITTALS MUST BE DELIVERED TO THE PLANNING DEPARTMENT NO LATER THAN 4:00 pm 14 DAYS BEFORE THE NEXT TOWN COUNCIL MEETING.**

The Undersigned hereby makes application to the Town of Old Orchard Beach for Acceptance of the Street and declares the foregoing documents to be true and accurate to the best of his/her knowledge.

  
\_\_\_\_\_  
Owner/Petitioner Representative

8/21/2024  
\_\_\_\_\_  
Date

**OOB Planning Department**

One Portland Avenue, Old Orchard Beach, ME. 04064 Phone: 207 934 5714 Fax: 207 934 5911



Weinstein  
Lovell &  
Ordway, P.A.

August 21, 2024

Town of Old Orchard Beach  
1 Portland Avenue  
Old Orchard Beach, Maine 04064  
Attn: Jeffrey Hinderliter, Town Planner

**Re: Offer of Cession for Summer Long Drive and Winter Berry Lane, Sumter  
Landing Subdivision**

Dear Jeffrey:

On behalf of Mezoian Development, LLC, we are pleased to offer this written offer of cession and a deed for Summer Long Drive and Winter Berry Lane and all associated utility easements and rights of way, as shown on the Sumter Landing plans, prepared by BH2M, dated January 20, 2020 and recorded in the York County Registry of Deeds in Plan Book 410, Page 11. This offer is made without demand for compensation. The roadways have been constructed to service 34 lots in the Sumter Landing Subdivision as approved by the Town of Old Orchard Beach Planning Board.

A copy of the final subdivision plan showing roadways and associated easements is now enclosed. Mezoian Development has constructed these roads to Town standards in accordance with the approved plans and under the supervision of the Town's inspectors.

If you require any additional information regarding our request, please contact me via email at [pweinstein@sacolaw.com](mailto:pweinstein@sacolaw.com) or by phone at 207-283-4546. Thank you for your cooperation in this matter.

Sincerely,



Paul D. Weinstein, Esq.  
Attorney for Mezoian Development, LLC

Enc.

Cc: Mezoian Development, LLC

(11.2024 Version)  
Spgs

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, THAT MEZOIAN DEVELOPMENT, LLC a Maine limited liability company with offices in Saco, in the County of York and State of Maine, for good and valuable consideration, grants to the TOWN OF OLD ORCHARD BEACH, a municipal corporation with a mailing address of 1 Portland Avenue, Old Orchard Beach, Maine 04064, with Warranty Covenants, for highway purposes and without claim for damages, all of its right, title and interest in and to the streets and ways identified as Summer Long Drive and Winter Berry Lane described in Exhibit A annexed hereto and made a part hereof and as depicted on plan titled "Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine", for Mezoian Development, LLC, dated January 2020 as revised through 9/18/20, by BH2M, Inc. and recorded in the York County Registry of Deeds in Plan Book 410, Page 11, to which plan reference may be made for a more particular description of the premises hereby conveyed; together with any storm water runoff systems located within the right of way of said Summer Long Drive and Winter Berry Lane, fire hydrants, street signs, drainage easement areas and sewer pipes located therein or appurtenant thereto, sidewalks, trees, street lights, lighting facilities, lampposts, and all of the rights appurtenant to the foregoing.

SUBJECT to the terms and conditions of a certain State of Maine Department of Environmental Protection Order recorded in said Registry of Deeds in Book 18291, Page 4.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed and sealed by Michael Mezoian, its Member thereunto duly authorized this \_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
In the presence of

MEZOIAN DEVELOPMENT, LLC

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By: Michael Mezoian  
Its: Member

STATE OF MAINE  
COUNTY OF YORK

\_\_\_\_\_, 2024

Personally appeared the above-named Michael Mezoian, in his capacity as Member of Mezoian Development, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Mezoian Development, LLC.

Before me,

\_\_\_\_\_  
Notary Public / Attorney at Law

EXHIBIT A

**Parcel I – Summer Long Drive**

A certain strip or parcel of land located on the easterly sideline of Ross Road, so-called, in the Town of Old Orchard Beach, County of York and State of Maine and shown as Summer Long Drive on the plan titled “Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine”, for Mezoian Development, LLC, dated January 2020 as revised through 8/18/20, by BH2M, Inc. and recorded in the York County Registry of Deeds in Plan Book 410, Page 11; said Summer Long Drive being more particularly described as follows:

Beginning at a 1 ¾” iron pipe found on the easterly sideline of said Ross Road at the northeasterly corner of land now or formerly of the Town of Old Orchard Beach as shown on aforesaid plan;

thence N 18°-29’-20” E along the easterly sideline of said Ross Road a distance of 50.00 feet to a granite monument to be set and Open Space as shown on aforesaid plan;

thence in a general southeasterly direction along said Open Space and along a circular curve to the right (non-tangent to the last described line), circumscribed by a radius of 175.00 feet, an arc length of 87.31 feet to a granite monument to be set; said granite monument to be set being S 57°-13’-08” E a tie distance of 86.40 feet from said previous granite monument to be set;

thence S 42°-55’-38” E along said Open Space a distance of 110.58 feet to a granite monument to be set;

thence S 47°-58’-18” E along said Open Space a distance of 206.68 feet to a granite monument to be set and Lot 34 as shown on aforesaid plan;

thence in a general southerly direction along said Lot 34, along Lot 33 and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 223.11 feet to a granite monument to be set; said granite monument to be set being S 11°-26’-54” E a tie distance of 208.30 feet from said previous granite monument to be set;

thence S 25°-04’-30” W along said Lot 33, along Lot 32 and along Lot 31 a distance of 326.95 feet to a granite monument to be set;

thence in a general southerly direction along said Lot 31, along Lot 30 and along a circular curve to the left, circumscribed by a radius of 225.00 feet, an arc length of 94.31 feet to a granite monument to be set; said granite monument to be set being S 13°-03’-59” W a tie distance of 93.63 feet from said previous granite monument to be set;

thence S 01°-03'-28" W along said Lot 30, along Lot 29 and along Lot 28 a distance of 318.63 feet to a granite monument to be set;

thence in a general southerly direction along said Lot 28 and along a circular curve to the left, circumscribed by a radius of 225.00 feet, an arc length of 37.20 feet to a granite monument to be set; said granite monument to be set being S 03°-40'-44" E a tie distance of 37.16 feet from said previous granite monument to be set;

thence S 08°-24'-56" E along said Lot 28, along Lot 27 and along Lot 26 a distance of 237.77 feet to a granite monument to be set and Lot 25;

thence in a general circular direction along said Lot 25, along Lot 24, along Lot 23, along Lot 22 and along a circular curve to the right, circumscribed by a radius of 65.00 feet, an arc length of 286.20 feet to a granite monument to be set; said granite monument to be set being N 62°-16'-30" W a tie distance of 104.98 feet from said previous granite monument to be set;

thence in a general northeasterly direction along said Lot 22 and along a circular curve to the left, circumscribed by a radius of 50.00 feet, an arc length of 63.08 feet to a granite monument to be set; said granite monument to be set being N 27°-43'-30" E a tie distance of 58.98 feet from said previous granite monument set;

thence N 08°-24'-56" W along said Lot 22 and along Lot 21 a distance of 128.23 feet to a granite monument to be set;

thence in a general northerly direction along said Lot 21 and along a circular curve to the right, circumscribed by a radius of 275.00 feet, an arc length of 45.47 feet to a granite monument to be set; said granite monument to be set being N 03°-40'-44" W a tie distance of 45.42 feet from said previous granite monument to be set;

thence N 01°-03'-28" E along said Lot 21, along Winter Berry Lane, so-called, along Lot 8 and along Lot 7 a distance of 318.63 feet to a granite monument to be set;

thence in a general northerly direction along said Lot 7, along Lot 6 and along a circular curve to the right, circumscribed by a radius of 275.00 feet, an arc length of 115.28 feet to a granite monument to be set; said granite monument to be set being N 13°-03'-59" E a tie distance of 114.43 feet from said previous granite monument to be set;

thence N 25°-04'-30" E along said Lot 6, along Lot 5, along Lot 4 and along Lot 3 a distance of 326.95 feet to a granite monument to be set;

thence in a general northerly direction along said Lot 3 and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 159.36 feet to a granite monument to



be set; said granite monument to be set being N 11°-26'-54" W a tie distance of 148.79 feet from said previous granite monument to be set;

thence N 47°-58'-18" W along said Lot #3, along Lot 2 and along Lot 1 a distance of 208.88 feet to a granite monument to be set;

thence N 42°-55'-36" W along said Lot 1 and along said Open Space a distance of 112.79 feet to a granite monument to be set;

thence in a general northwesterly direction along said Open Space and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 62.36 feet to the point of beginning. Said point of beginning being N 57°-13'-08" W a tie distance of 61.72 feet from said previous granite monument set.

The above described Summer Long Drive contains 92,036 s.f. (2.11 acres). All bearings refer to grid north (NAD 83).

**Parcel II – Winter Berry Lane**

A certain strip or parcel of land located on the easterly sideline of Ross Road, so-called, in the Town of Old Orchard Beach, County of York and State of Maine and shown as Winter Berry Lane on the plan titled "Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine", for Mezoian Development, LLC, dated January 2020 as revised through 9/18/20, by BH2M, Inc. and recorded in the York County Registry of Deeds in Plan Book 410, Page 11; said Winter Berry Lane being more particularly described as follows:

Beginning at a granite monument to be set on the easterly sideline of said Ross Road at the westerly corner of land now or formerly of Eric R. & Barbara L. Nason as shown on aforesaid plan;

thence S 54°34'-28" E along the land of said Nason, along Open Space and along Lot 14 a distance of 208.75 feet to a granite monument to be set;

thence in a general easterly direction along said Lot 14 and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 197.58 feet to a granite monument to be set; said granite monument to be set being N 80°-08'34" E a tie distance of 177.65 feet from said previous granite monument to be set;

thence N 34°-51'-36" E along said Lot 14, along Lot 13, along Lot 12, along Lot 11 and along Lot 10 a distance of 397.99 feet to a granite monument to be set;

thence in a general northeasterly direction along said Lot 10, along Lot 9 and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 171.65 feet to a granite monument to be set; said granite monument to be set being N 62°-57'-32" E a tie distance of 164.85 feet from said previous granite monument to be set;

thence S 88°-56'-32" E along said Lot 9 and along Lot 8 a distance of 115.80 feet to a granite monument to be set;

thence in a general northeasterly direction along said Lot 8 and along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument to be set and the westerly sideline of Summer Long Drive, so-called; said granite monument to be set being N 46°-03'-28" E a tie distance of 28.28 feet from said previous granite monument to be set;

thence S 01°-03'-28" W along the westerly sideline of said Summer Long Drive a distance of 90.00 feet to a granite monument to be set and Lot 21 as shown on aforesaid plan;

thence in a general northwesterly direction along said Lot 21 and along a circular curve to the left (non-tangent to the last described line), circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument to be set; said granite monument to be set being N 43°-56'-32" W a tie distance of 28.28 feet from said previous granite monument to be set;

thence N 88°-56'-32" W along said Lot 21 a distance of 115.80 feet to a granite monument to be set;

thence in a general southwesterly direction along said Lot 21 and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 122.60 feet to a granite monument to be set and Lot 20; said granite monument to be set being S 62°-57'-32" W a tie distance of 117.75 feet from said previous granite monument set;

thence S 34°-51'-36" W along said Lot 20, along Lot 19, along Lot 18 and along Lot 17 a distance of 397.99 feet to a granite monument to be set;

thence in a general westerly direction along said Lot 17, along Lot 16, along Lot 15 and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 276.62 feet to a granite monument to be set; said granite monument to be set being S 80°-08'-34" W a tie distance of 248.71 feet from said previous granite monument to be set;

thence N 54°-34'-28" W along said Lot 15, along said Open Space and along land now or formerly of Town of Old Orchard Beach a distance of 202.72 feet to a granite monument to be set and the easterly sideline of said Ross Road;

thence N 28°-33'-06" E along the easterly sideline of said Ross Road a distance of 50.36 feet to the point of beginning.

The above described Winter Berry Lane contains 56,360 s.f. (1.29 acres). All bearings refer to grid north (NAD 83).





**SUMTER LANDING**  
ROSS ROAD OLD ORCHARD BEACH MAINE

BY  
**MEZOIAN DEVELOPMENT, LLC.**  
**SACO, MAINE**

PLAN INDEX

- 1 FINAL PLAN
- ~~2 STANDARD BOUNDARY SURVEY~~
- ~~3 SURFACE DISPOSAL SYSTEM~~
- 4 SUMMER LONG DRIVE STA. 0+00 TO STA. 6+00
- 5 SUMMER LONG DRIVE STA. 6+00 TO STA. 12+00
- 6 SUMMER LONG DRIVE STA. 12+00 TO STA. 18+55.16
- 7 WINTER BERRY LANE STA. 0+00 TO STA. 6+00
- 8 WINTER BERRY LANE STA. 6+00 TO STA. 11+62.01
- 9 POND DETAILS
- 10 EROSION CONTROL DETAILS
- 11 STANDARD DETAILS



**Berry, Huff, MacDonald, Milliman, Inc.**  
Engineers, Surveyors

28 State Street  
Canaan, Maine 04938  
Tel. (207) 839-3771  
Fax. (207) 839-8620

(As Built's)  
10 pgs

RECORD DRAWING













NO.	DATE	DESCRIPTION
1	1/24/20	ISSUED FOR PERMITTING



**BH2M**  
 Berry, H. & McDermott, Milliman, Inc.  
 Engineers, Planners, Surveyors  
 25 State Street  
 Portland, Maine 04103  
 Tel: (603) 883-2271  
 Fax: (603) 883-2270

Medeiros Development, LLC  
 3000 Main Street  
 Scarborough, Maine 04072

**WINTER BERRY LANE**  
 STA. 6+00 TO 11+62.01  
 RDS RCD  
 OLD ORCHARD BEACH PLAINS

DESIGNED	DATE
W. HALL	04/2020
DRAWN	SCALE
D. J. DUNN	AS NOTED
CHECKED	DATE
S. BIRDA	1/24/20

**8**  
 SHEET

PROVISIONAL AS SHOWN ON THIS SHEET IS UNACCEPTED FOR RECORD.

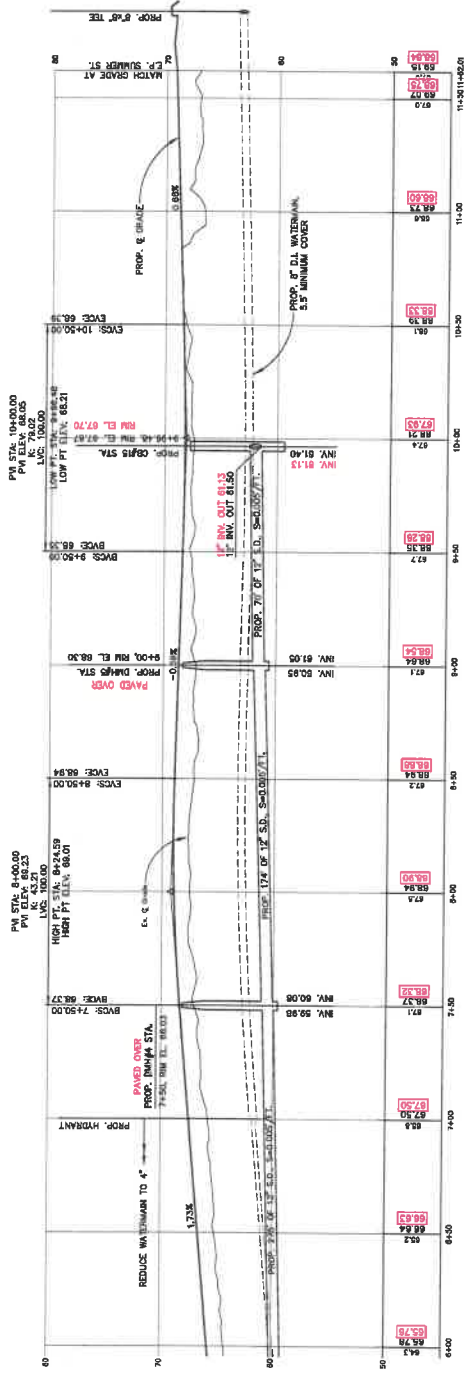
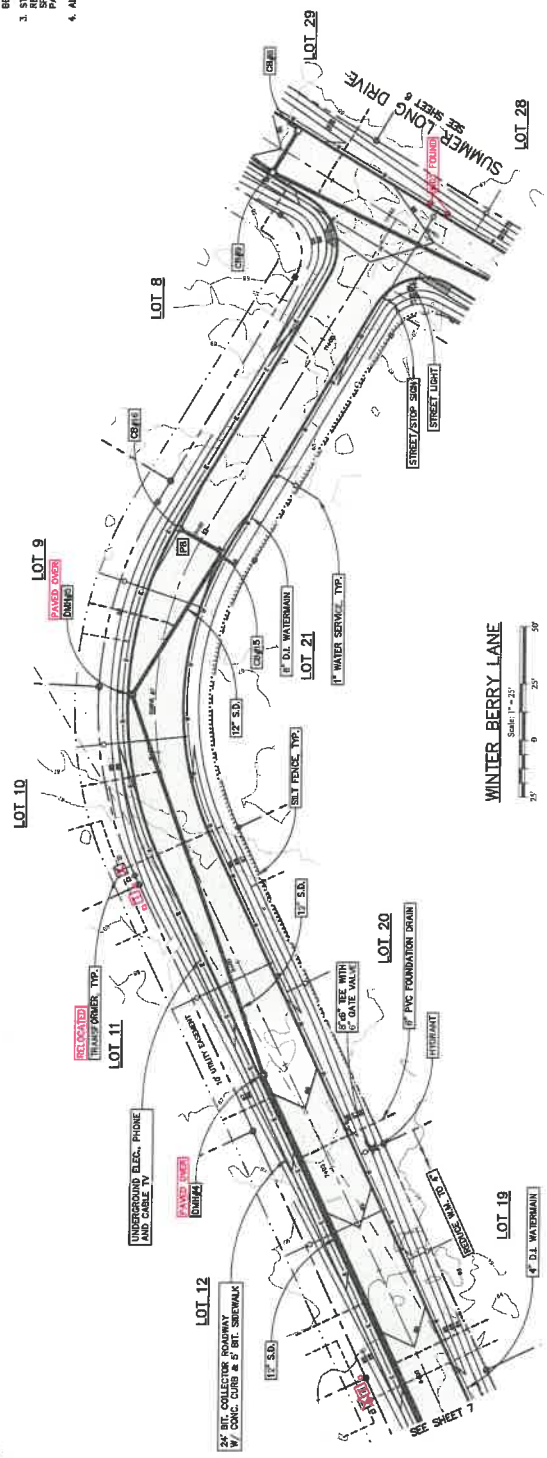
- NOTES:**
1. INSTALL LOWPORT SEDIMENT CONTROL BARRIERS AT ALL CATCH BASIN LOCATIONS. SEE DETAIL.
  2. ALL CURB AND GUTTER INSTALLATIONS SHALL BE DONE AT TIME OF LOT DEVELOPMENT.
  3. STREET TREES SHALL BE A COMBINATION OF RED OAK AND WHITE OAK, 2 1/2" MIN. CALIPER. SEE DETAIL FOR TREE SPECIFICATIONS AND PLANTING PATTERN. MINIMUM 2 STREET TREES PER LOT.
  4. ALL STORMWATER PPE SHALL BE ADS #12 OR EQUIV.

- LEGEND**
- PAVED OVER
  - RELOCATED
  - TRAMP OVER
  - UNDERGROUND ELEC., PHONE AND CABLE TV
  - UNDERGROUND ELECTRIC
  - EXISTING CONTOUR
  - TRANSFORMER PAD
  - CATCH BASIN
  - DRAIN MANHOLE
  - STREET LIGHT
  - STREET REEL
  - STORMWATER PIPES
  - STORMWATER STRUCTURES
  - STORMWATER PIPES

**S. CURVE DATA**  
 L=180.00'  
 E=124.17'  
 C=114.50'  
 PC=84+4.00'  
 PT=104+01.51'

**CURVE #1**  
 RM 67.87' IN 67.70' OUT 61.30'  
 RM 67.87' IN 67.70' OUT 61.30'

**STORMWATER PIPES**  
 PB = 12" S.D., 1'-6", S=0.005/FT.



**RECORD DRAWING**







(ME WATER)  
3 PGS

**CERTIFICATE OF PROJECT ACCEPTANCE**

**SUMTER LANDING MAIN EXTENSION**

**KNOW ALL MEN BY THESE PRESENTS**, that The Maine Water Company, having inspected the installation of the water mains and services as specified for the project, and having received certification verifying satisfactory results with regards to testing of the said installation, finds that it substantially complies with the terms of the Agreement between the Company and the Contractor/Developer dated as of the 12th day of July, in the year 2020.

This date shall mark the commencement of all warranties and guarantees required by the Agreement and General Conditions Specifications, and such warranties and guarantees shall be fully effective, notwithstanding the fact that the Company has inspected such property.

IN WITNESS WHEREOF, the parties hereto have caused the Certificate of Project Acceptance to be executed by their duly authorized officials.

Mezoian Development

 (Nov 9, 2021 06:34 EST)

Developer

Foglio Inc.



Contractor

Witness

  
Travis w Dyer (Nov 12, 2021 12:05 EST)



Maine Water

Marcus Knipp EIT  
Project Engineer











# Certificate of Project Acceptance - Sumter Landing Main Extension

Final Audit Report

2021-11-12

Created:	2021-11-08
By:	Marcus Knipp (mknipp@mainewater.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-vAeOR4LWdO5wKURwlfhisOb3MgW6rG

## "Certificate of Project Acceptance - Sumter Landing Main Extension" History

-  Document created by Marcus Knipp (mknipp@mainewater.com)  
2021-11-08 - 6:09:01 PM GMT- IP address: 134.238.180.84
-  Document emailed to Justin Foglio (justin.foglio@gmail.com) for signature  
2021-11-08 - 6:09:52 PM GMT
-  Email viewed by Justin Foglio (justin.foglio@gmail.com)  
2021-11-09 - 11:23:36 AM GMT- IP address: 66.67.57.19
-  Document e-signed by Justin Foglio (justin.foglio@gmail.com)  
Signature Date: 2021-11-09 - 11:24:13 AM GMT - Time Source: server- IP address: 66.67.57.19
-  Document emailed to Mike Mezoian (mezoiandevelopment@gmail.com) for signature  
2021-11-09 - 11:24:15 AM GMT
-  Email viewed by Mike Mezoian (mezoiandevelopment@gmail.com)  
2021-11-09 - 11:32:50 AM GMT- IP address: 108.183.172.62
-  Document e-signed by Mike Mezoian (mezoiandevelopment@gmail.com)  
Signature Date: 2021-11-09 - 11:34:05 AM GMT - Time Source: server- IP address: 108.183.172.62
-  Document emailed to Travis w Dyer (travis.dyer@mainewater.com) for signature  
2021-11-09 - 11:34:06 AM GMT
-  Email viewed by Travis w Dyer (travis.dyer@mainewater.com)  
2021-11-09 - 8:31:10 PM GMT- IP address: 174.242.68.217
-  Email viewed by Travis w Dyer (travis.dyer@mainewater.com)  
2021-11-12 - 2:13:27 PM GMT- IP address: 174.242.73.200

 Document e-signed by Travis w Dyer (travis.dyer@mainewater.com)

Signature Date: 2021-11-12 - 5:05:30 PM GMT - Time Source: server- IP address: 174.242.73.200

 Agreement completed.

2021-11-12 - 5:05:30 PM GMT



(Stormwater Maintenance Agreement)  
3 pgs

**Sumter Landing**

**Maintenance Agreement Stormwater Infrastructure Facilities**

This Maintenance Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Sumter Landing Homeowners' Association (the "Association") and the Town of Old Orchard Beach, Maine (the "Town").

WHEREAS, the subdivision project name is Sumter Landing situated in the Town of Old Orchard Beach, County of York, and State of Maine, as shown on plan titled "Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine", for Mezoian Development, LLC, dated January 2020 as revised through 9/18/20, by BH2M, Inc. and recorded in the York County Registry of Deeds in Plan Book 410, Page 11 (the "Project");

WHEREAS, the Project includes stormwater facilities infrastructure ("SWFI") owned by the Association that requires periodic maintenance; and

WHEREAS, the Town requires that annual inspections be carried out on the SWFI in accordance with the Town of Old Orchard Beach code of ordinances, the conditions of approval, and the terms, conditions, and restrictions set forth in State of Maine Department of Environmental Protection Department ("DEP") Order No. L-28570-NJ-A-N dated June 8, 2020, and recorded in said Registry in Book 18291, Page 4 (the "Order");

NOWHEREFORE, the Parties hereby agree as follows:

1. The Association, for itself, and its successors and assigns, agrees to carry out the requirements of the Order and the Town of Old Orchard Beach Code of Ordinances, including, but not limited to, the following:
  - a. To prevent the buildup and storage of sediment and debris in the system, employ a qualified inspector at least once annually to inspect, clean, maintain, and repair the SWFI, which includes, to the extent they exist, detention and/or filtration basins or ponds, drainage swales, pipes and related structures;
  - b. Repair any deficiencies in SWFI noted during the annual inspection;
  - c. Allow access by Town personnel or the Town's designee for inspecting the SWFI for conformance with these requirements; and
  - d. Annually provide the Town a signed certificate of compliance.
  
2. The Association shall record this Agreement in the York County Registry of Deeds and the Agreement shall constitute a covenant running with the land.

[Signature Pages to Follow]

**IN WITNESS WHEREOF**, said Sumter Landing Homeowners' Association caused this instrument to be signed by \_\_\_\_\_, its President, thereunto duly authorized, this \_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
in the presence of

Sumter Landing Homeowners' Association

\_\_\_\_\_

By:  
Its: President

State of Maine

County of York, ss

\_\_\_\_\_, 2024

Personally appeared \_\_\_\_\_, in his/her capacity as the President of Sumter Landing Homeowners' Association, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of Sumter Landing Homeowners' Association.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

Print Name: \_\_\_\_\_

**IN WITNESS WHEREOF**, said Town of Old Orchard Beach caused this instrument to be signed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, this \_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
in the presence of

TOWN OF OLD ORCHARD BEACH

\_\_\_\_\_

\_\_\_\_\_

By:  
Its:

State of Maine

County of York, ss

\_\_\_\_\_, 2024

Personally appeared \_\_\_\_\_, in his/her capacity as the \_\_\_\_\_ of Town of Old Orchard Beach, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of the Town of Old Orchard Beach.

Before me,

\_\_\_\_\_

Notary Public/Attorney at Law

Print Name: \_\_\_\_\_

(CCTV REPORT)  
8 PGS

Date	Location	Work	Issue 1	Video ID (s)	Duration (Min.)	Length	Material	Size	Condition	Clean	Notes
10/21/2024	Winter Berry In. (inlet) CI-790 (DS) to (outlet) CO-848 (drainage)	Pre Acceptance	Needs Flush	8417	45	68	ADS	15	Good	FALSE	Setup #118, (mainline cross culvert GIS ID 8417) pre acceptance assessment. Other than needing a flush, the line is good.
10/21/2024	Winter Berry In. (inlet) CI-791 (DS) to (outlet) CO-849 (drainage)	Pre Acceptance	Needs Flush	8418	30	55	ADS	18	Good	FALSE	Setup #119, (mainline cross culvert GIS ID 8418) pre acceptance assessment. Other than needing a flush, the line is good.
10/21/2024	Winter Berry In. CB- 1437 (DS) to (outlet) OF-121 (drainage)	Pre Acceptance	None	8421	60	212	ADS	18	Good	TRUE	Setup #120, (mainline GIS ID 8421) pre-acceptance assessment. Cross country run. No issues were found.
10/21/2024	Winter Berry In. CB- 1437 (US) to CB-1438 (drainage)	Pre Acceptance	None	8422	30	19	ADS	18	Good	TRUE	Setup #121, (mainline GIS ID 8422) Pre-acceptance assessment was good and no issues or laterals were found.
10/21/2024	Winter Berry In. DMH- 170 (DS) to CB-1438 (drainage)	Pre Acceptance	None	8424	90	278	ADS	12	Good	TRUE	Setup #122, (mainline GIS ID 8424) Pre-acceptance assessment was good and no issues were found.
10/21/2024	Winter Berry In. DMH- 170 (US) to DMH-171 (drainage)	Pre Acceptance	None	8425	60	175	ADS	12	Good	TRUE	Setup #123, (mainline GIS ID 8425) Pre-acceptance assessment was good and no issues were found.
10/22/2024	Winter Berry In. CB- 1439 (DS) to DMH- 171 (drainage)	Pre Acceptance	None	8426	60	70	ADS	12	Good	TRUE	Setup #124, (mainline GIS ID 8426) Pre-acceptance assessment was good and no issues were found.
10/22/2024	Winter Berry In. CB- 1439 (US) to CB-1440 (drainage)	Pre Acceptance	None	8427	30	18	ADS	12	Good	TRUE	Setup #125, (mainline GIS ID 8427) Pre-acceptance assessment was good and no issues or laterals were found.
10/22/2024	Summer Long dr. CB- 1441 (DS) to (Outfall) OF-120 (drainage)	Pre Acceptance	None	8428	45	167	ADS	24	Good	TRUE	Setup #126, (mainline GIS ID 8428) Pre-acceptance assessment was good, and no issues were found.
10/22/2024	Summer Long dr. CB- 1441 (US) to CB-1442 (drainage)	Pre Acceptance	None	8428	30	17	ADS	24	Good	TRUE	Setup #127, (mainline GIS ID 8429) Pre-acceptance assessment was good and no issues or laterals were found.
10/22/2024	Summer Long dr. DMH-172 (US) to CB- 1442 (drainage)	Pre Acceptance	None	8430	45	49	ADS	24	Good	TRUE	Setup #128, (mainline GIS ID 8430) pre-acceptance assessment was good and no issues were found.
10/22/2024	Summer Long dr. DMH-172 (US) to CB- 1444 (drainage)	Pre Acceptance	None	8431	45	98	ADS	18	Good	TRUE	Setup #129, (mainline GIS ID 8431) pre-acceptance assessment was good, and no issues were found.
10/22/2024	Summer Long dr. CB- 1444 (US) to CB-1446 (drainage)	Pre Acceptance	None	8433	60	300	ADS	18	Good	TRUE	Setup #130, (mainline GIS ID 8433) pre-acceptance assessment was good, and no issues were found.
10/22/2024	Summer Long dr. CB- 1444 (US) to CB-1443 (drainage)	Pre Acceptance	None	8432	30	19	ADS	12	Good	TRUE	Setup #131, (mainline GIS ID 8432) Pre-acceptance assessment was good, and no issues or laterals were found.

Date	Location	Work	Issue 1	Video ID (s)	Duration (Min.)	Length	Material	Size	Condition	Clean	Notes
10/22/2024	Summer Long dr. CB-1446 (US) to CB-1445 (drainage)	Pre Acceptance	None	8434	30	18	ADS	12	Good	TRUE	Setup #132, (mainline GIS ID 8434) Pre-acceptance assessment was good, and no issues or laterals were found.
10/23/2024	Summer Long dr. CB-1448 (DS) to CB-1446 (drainage)	Pre Acceptance	None	8435	60	302	ADS	15	Good	TRUE	Setup #133, (mainline GIS ID 8435) pre-acceptance assessment was good, and no issues were found.
10/23/2024	Summer Long dr. CB-1448 (US) to CB-1447 (drainage)	Pre Acceptance	None	8436	30	19	ADS	12	Good	TRUE	Setup #134, (mainline GIS ID 8436) Pre-acceptance assessment was good, and no issues or laterals were found.
10/23/2024	Summer Long dr. CB-1448 (US) to CB-1450 (drainage)	Pre Acceptance	None	8437	45	225	ADS	15	Good	TRUE	Setup #135, (mainline GIS ID 8437) pre-acceptance assessment was good, and no issues were found.
10/23/2024	Summer Long dr. CB-1449 (DS) to CB-1450 (drainage)	Pre Acceptance	None	8438	30	18	ADS	12	Good	TRUE	Setup #136, (mainline GIS ID 8438) Pre-acceptance assessment was good, and no issues or laterals were found.
10/23/2024	Summer Long dr. DMH-173 (DS) to CB-1450 (drainage)	Pre Acceptance	None	8439	45	174	ADS	15	Good	TRUE	Setup #137, (mainline GIS ID 8439) pre-acceptance assessment was good, and no issues were found.
10/23/2024	Summer Long dr. DMH-173 (US) to DMH-174 (drainage)	Pre Acceptance	None	8440	30	82	ADS	15	Good	TRUE	Setup #138, (mainline GIS ID 8440) Pre-acceptance assessment was good, and no issues or laterals were found.
10/23/2024	Summer Long dr. CB-1452 (DS) to DMH-174 (drainage)	Pre Acceptance	Sag(s)	8441	60	282	ADS	15	Good	TRUE	Setup #139, (mainline GIS ID 8441) pre-acceptance assessment was good, and other than one light sag, no issues were found.
10/23/2024	Summer Long dr. CB-1452 (US) to CB-1451 (drainage)	Pre Acceptance	None	8442	30	17	ADS	12	Good	TRUE	Setup #140, (mainline GIS ID 8442) Pre-acceptance assessment was good, and no issues or laterals were found.



One very light sag that isn't causing an issue.

Good

Good

Good

Good

Good

CB-1451

CB-1452

DMH-174

DMH-175

CB-1449

CB-1450

CB-1447

CB-1448

ROSES RD

CB-1451

1

3

5

7

8

9

10

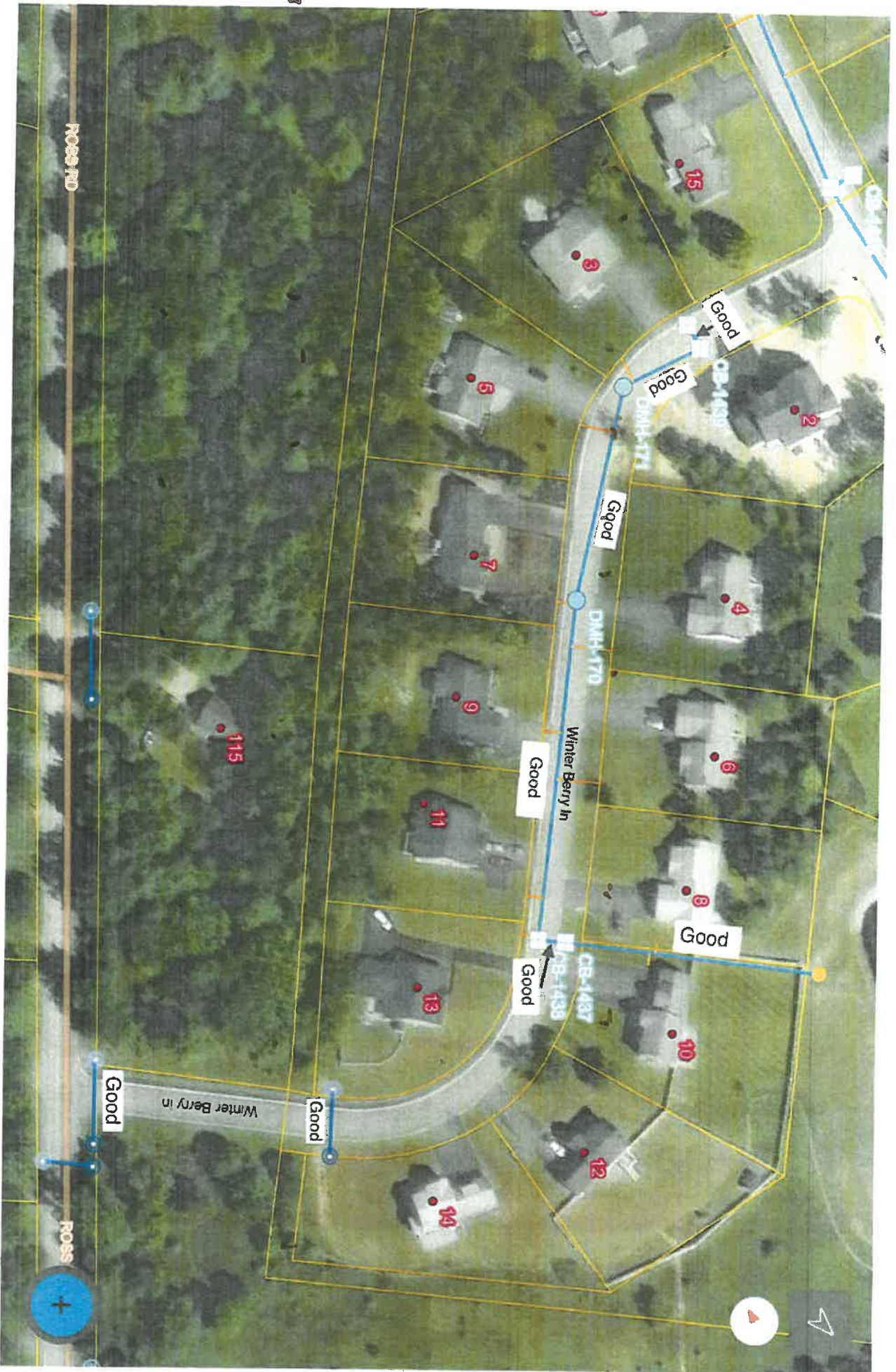
11

12

13







ROSS RD

Good

Good

Good

Good

Good

Good

Good

Good

Winter Berry In

ROSS





## Main Inspections Small Photos

Asset ID: <b>8441</b>	City: <b>OOB</b>	Address: <b>Summer Long dr.</b>	Project name: <b>Summer Long dr.</b>
Start Date/Time: <b>10/23/2024 11:23 AM</b>	Asset length: <b>281.8 ft.</b>	Weather: <b>Dry</b>	Operator: <b>Rob</b>
Upstream node: <b>CB-1452</b>	Depth US: <b></b>	Downstream node: <b>DMH-174</b>	Depth DS: <b></b>
Pipe type: <b>Circular</b>	Pipe material: <b>Polyethylene</b>	Pipe height: <b>15.0 in.</b>	Pipe width: <b></b>

Setup #139, Summer Long dr. storm water collector. Pre-acceptance assessment.

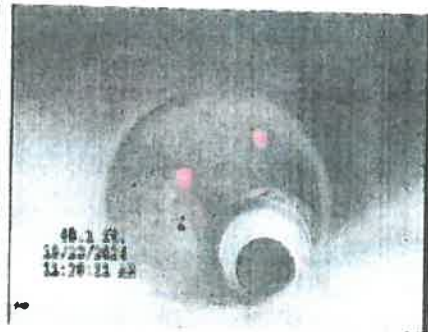
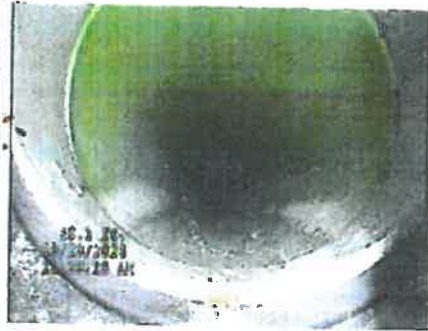
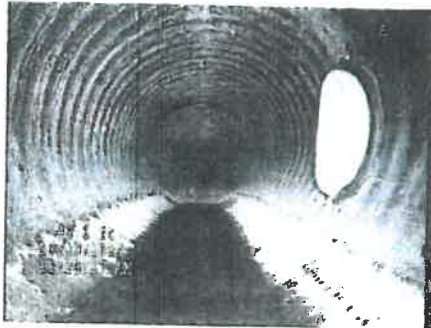
### Observations

Distance	Dir.	Length	From/To Code	Modifier/Severity	Rating	Comments
19.3 ft.	D	9.7 ft.	/ Sag	Light	30	Light sag



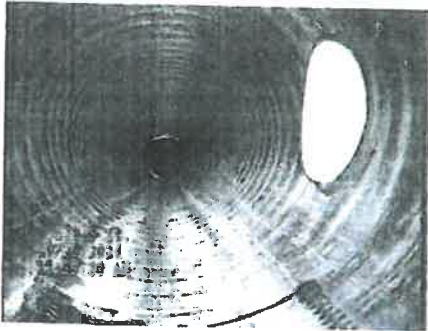
48.1 ft. D 3 / Lateral Inserta-t

6" Lateral PVC inserta-t that visibly reduces to 4" PVC further (US) (good)

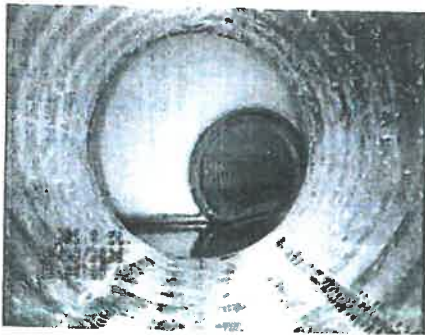


## Observations

Distance	Dir.	Length	From/To Code	Modifier/Severity	Rating	Comments
178.5 ft.	D		3 / Lateral Inserta-t	Live Connection		6" Lateral PVC inserta-t that is too high for full internal view (good)



281.8 ft.	D		/ End of Pipe			End of the line at DMH-174 (other than one light sag, the line is good)
-----------	---	--	---------------	--	--	---



### Inspection's photos



CUES, Inc.  
 3600 Rio Vista Avenue  
 Orlando, FL 32805  
 Phone: 407-849-0190  
 Fax: 407-425-1569

## Main Inspections and Scoring

<b>8441</b>	<b>OOB</b>	Address:	Project name:
<b>CB-1452</b>	Downstream node: <b>DMH-174</b>	<b>Summer Long dr.</b>	<b>Summer Long dr.</b>
<b>Circular</b>	Pipe material: <b>Polyethylene</b>	Start date/time: <b>10/23/2024 11:23 AM</b>	End date/time: <b>10/23/2024 11:38 AM</b>
<b>281.8 ft.</b>	Surveyed distance: <b>281.8 ft.</b>	Pipe height: <b>15.0 in.</b>	Pipe width:
<b>Rob</b>	Wearman: <b>Dry</b>	Reason: <b>Pre-Acceptance</b>	Work order no.: <b>8441</b>
		Status: <b>Completed</b>	

Setup #139, Summer Long dr. storm water collector. Pre-acceptance assessment.

### Scores

Calculated at: 10/23/2024 11:38:43 AM

Maximum Score	Mean Score	Sum of Defects	Sum-of-the Score	CUES Total Pipe Score
30	30.00	1	30	30.75

### Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating
19.3 ft.	D	9.7 ft.	/	Sag	Light	30
48.1 ft.	D		3 /	Lateral Inserta-t		
178.5 ft.	D		3 /	Lateral Inserta-t	Live Connection	
281.8 ft.	D		/	End of Pipe		

(Wright Pierce Acceptance MEMO)  
6 pgs

Date: **9/18/2024**

Project No.: **14281/G/CVME**

To: **Jeffrey Hinderliter, Town of Old Orchard Beach Planner**

From: **Jaime Wallace, PE**

Subject: **Sumter Landing – Roadway Acceptance Memo of Findings**

---

Wright-Pierce has reviewed the warranty deed for Summer Long Drive and Winter Berry Lane, prepared by Weinstein Lovell & Ordway, P.A. on behalf of Mezoian Development, LLC., associated with the Sumter Landing subdivision located off Ross Road in Old Orchard Beach. Our review is based on site inspections conducted by Wright-Pierce and BH2M (the engineer of record), as well as documentation submitted by the Developer during construction. It is our understanding the following areas are being requested for acceptance by the Town:

- All land within Summer Long Drive Right-of-Way
- All land within Winter Berry Lane Right-of-Way
- Infrastructure within Summer Long Drive and Winter Berry Lane including all utilities within the right-of-way.
- All utility easements as shown on the approved design plan prepared by BH2M and dated January 2020 and included as page 7 of the Warranty Deed prepared by Weinstein Lovell & Ordway, P.A. dated August 21, 2024.

It is our understanding that the wet pond located behind lots 17, 18, 19, 23, and 24 will be owned and maintained by the Homeowner's Association and will not be included in this request for acceptance. However, a 20' wide drainage and access easement between lot 17 and 18 and between lot 23 and 24 is being offered to the Town for use if necessary.

### Inspections Incomplete

The following inspections were reviewed and remain outstanding:

- CCTV of storm drain. Please see attached field report for discussion on acceptance.

### Road Acceptance Walkthrough

Wright-Pierce conducted a walkthrough of the entire subdivision on September 13, 2024, to review all items within the right-of-way requested for acceptance by the Town. A copy of the field report is attached as reference. The following items were identified as being incomplete:

- Handicap detectable devices were not installed at the following intersections as shown on the approved design plans:
  - The intersection of Ross Road and Summer Long Drive (approximately Sta. 0+25)
  - The intersection of Summer Long Drive and Winter Berry Lane (approximately Sta. 12+55 and Sta. 13+05)
  - The end of Summer Long Drive prior to the cul-de-sac (approximately Sta. 15+50)
  - The intersection of Winter Berry Lane and Ross Road (approximately Sta. 0+25)

### Attachments:

- Sumter Landing Daily Field Report (dated September 13, 2024)
- Warranty Deed prepared by Weinstein, Lovell, & Ordway, P.A. (dated August 21, 2024)
- Sumter Landing As-Builts prepared by BH2M (dated July 24, 2024)

**Sumter Landing Daily Field Report  
(dated September 13, 2024)**



**3<sup>rd</sup> PARTY INSPECTION FIELD REPORT**

Project	Sumter Landing		
Contract No.	WP 14281G	Date:	9/13/2024
Job Location	Off Ross Road		
Owner	Mezoian Development (Contact: Mike Mezoian 207-229-4341)		
Design Engineer	BH2M (Contact: Steven Blake 207-839-2771)		
Contractor:	Foglio, Inc. (Contact: Doug Foglio 207-205-3758)		
Weather:	Mostly Sunny	Temperature	80 °F
Time On-Site	9:00 AM	Time Leaving Site	10:30 AM
Requested Inspection	Road Acceptance Walkthrough		
Area of Work	No active construction		
ESC Inspection Completed:	No		

**Inspection Visitors/Personnel On-site:**

- Jaime Wallace – Wright-Pierce
- Jeffrey Hinderliter – Town of Old Orchard Planning
- Mike Foster – Town of Old Orchard Planning
- Chris White – Town of Old Orchard Public Works
- Mike Hersey – Town of Old Orchard Public Works
- Karen Fortier – Town of Old Orchard Assessing
- Mike Mezoian – Mezoian Development, LLC.
- Doug Foglio – Foglio, Inc.

**Summary of Construction Activities/Comments/Observations:**

- Wright-Pierce was contacted to conduct a roadway acceptance walkthrough to review work completed based on roadway acceptance documentation submitted by the Developer.
- Upon arrival to the site, no active construction was on-going, and all house lot construction appeared to be complete.
- The following items were observed during the site walk which we recommend coordinating further with the developer prior to road acceptance:
  - Handicap detectable devices were not installed at any of the tip down locations within the development. Detectable devices should be installed as shown on the approved design plans.
  - The owner of Lot 17 has built a fence over the 20' wide drainage and access easement to the wet pond at the rear of the lot. The developer will coordinate with the Lot owner to let them know that if access is required to the wet pond, the owner will be required to remove the fence at their expense to allow access to the wet pond.
- The following inspections were reviewed and remain outstanding:
  - CCTV of storm drain. Since Wright-Pierce was onsite during installation of the storm drainage infrastructure, the Town will conduct the CCTV once the camera truck is available again. However, if the Owner wishes to hire their own CCTV company to CCTV all storm drainage infrastructure, they may do so and submit the results to the Town at their own expense.

**Documents Submitted/Reviewed On-Site/Discussed:**

- Sumter Landing Final Construction Plan Set, prepared by BH2M consisting of 14 sheets, dated January 2020.
- Warranty Deed prepared by Weinstein, Lovell, & Ordway, P.A. dated August 21, 2024.

**Actions Required:**

- Install handicap detectable devices as shown on the approved design plans.

**Action Follow-Up (Actions Noted during Previous Inspections):**

Action/Deficiency Summary (Observed during previous inspection)	Date Observed	Resolved (Yes/No)	Re-inspection Date(s)	Comments/Corrective Actions taken and/or Additional Observations
Remove sediment within roadway	5/11/2021	No	5/17/2021	

**Document Tracking:**

Date Documents Submitted	Reference Documents	Notes/Revisions
<b>Pre-Construction Documents</b>		
9/22/2020	Primary Contact for Project Communication	9/22/2020: COMPLETE
9/22/2020	Contact Information for Construction Team	9/22/2020: COMPLETE
10/7/2020	Construction Schedule	10/7/2020: COMPLETE
10/26/2020	PDF of Site/Subdivision Plans and Details – <i>Issued for Construction</i>	10/26/2020: COMPLETE
9/18/2020	Performance Guarantee and Escrow	9/18/2020: COMPLETE
9/23/2020	Copy of Erosion and Sedimentation Control Plan <i>(A copy should be on-site at all times along with contractor logs)</i>	9/23/2020: COMPLETE
9/23/2020	Copy of Approved Permits and Order of Conditions	9/23/2020: COMPLETE
9/23/2020	Copy of the Post-Construction Management Plan, Signed Maintenance Agreement and List of Post-Construction BMPs in accordance with Ch 71 Requirements	9/23/2020: Awaiting signed maintenance agreement.
10/21/2020	Clearing and Grubbing	No Exceptions Taken.
10/21/2020	Erosion and Sedimentation Control	No Exceptions Taken.
Not Applicable	Wastewater Collection System (Sewer) Installation	Not Applicable. Individual septic systems.
Not Applicable	Wastewater Collection System (Sewer) Testing	Not Applicable. Individual septic systems.
Not Applicable	CCTV Inspection of Sewer Infrastructure	Not Applicable. Individual septic systems.
10/21/2020	Storm Drain Installation (Infrastructure)	No Exceptions Taken.
10/21/2020	Storm Drain Installation (graded)	No Exceptions Taken.
	CCTV Inspection of Storm Drain Infrastructure	
	Stormwater BMPs (inspection by EOR Anticipated)	
11/11/2020, 12/2/2020, 1/13/2021 1/21/2021	Site Subgrade	No Exceptions Taken.
11/11/2020, 12/2/2020, 5/11/2021	Aggregate Base Material	No Exceptions Taken.
11/30/2020, 12/2/2020 1/21/2021	Aggregate Subbase Material	No Exceptions Taken.
11/30/2020, 12/4/2020,	Pavement: Binder	No Exceptions Taken.

5/17/2021		
6/17/2024	Pavement: Surface	No Exceptions Taken.
9/13/2024	Loam and Seed/Landscaping	9/13/2024: Road acceptance walkthrough complete
9/13/2024	Substantial Completion	9/13/2024: Road acceptance walkthrough complete
9/13/2024	Final Completion	9/13/2024: Road acceptance walkthrough complete
<b>Construction Documents</b>		
9/13/2024	Erosion and Sedimentation Control Logs	9/13/2024: Project complete
8/22/2024	ESC, Site Inspections and Field Reports by Engineer-of-Record or Developers Inspection Engineer	8/22/2024: COMPLETE
8/22/2024	Stormwater BMP Certification by Engineer-of-Record	8/22/2024: COMPLETE
10/5/2020	Roadway: Aggregate Gradation Results	10/5/2020: Submitted. See submittal review form 1.
11/30/2020 12/5/2020 5/11/2021	Roadway: Compaction Testing Results	11/30/2020: Submitted. See submittal review form 4. 12/5/2020: Submitted. See submittal review form 6. 5/11/2021: Submitted. See submittal review form 7.
5/11/2021 5/21/2024	Roadway: Pavement Mix Design	5/11/2021: Submitted. See submittal review form 3. 5/21/2024: Surface pavement mix design re-submitted. See submittal review form 8.
7/11/2024	Roadway: Weight-slips	7/11/2024: Surface paving weight slips submitted.
12/5/2020 9/18/2024	Water Main Acceptance Letter from MaineWater	12/5/2024: Partial acceptance letter for Summer Long Drive received on 12/5/2020. 9/18/2024: Final acceptance letter received from Maine Water
Not Applicable	Sewer testing results	Not Applicable. Individual septic systems.

Signed By: Jaime Wallace

Name Jaime Wallace, PE Title Project Manager

**Copy To:**

- Jeffrey Hinderliter, Town Planner, [jhinderliter@oobmaine.com](mailto:jhinderliter@oobmaine.com)
- Michael Foster, Associate Planner, [mfoster@oobmaine.com](mailto:mfoster@oobmaine.com)
- Chris White, Director of Public Works, [cwhite@oobmaine.com](mailto:cwhite@oobmaine.com)
- Rick Haskell, Code Enforcement, [rhaskell@oobmaine.com](mailto:rhaskell@oobmaine.com)
- Jaime Wallace, Wright-Pierce, [Jaime.wallace@wright-pierce.com](mailto:Jaime.wallace@wright-pierce.com)
- Brooke Springer, Wright-Pierce, [brooke.springer@wright-pierce.com](mailto:brooke.springer@wright-pierce.com)
- Christine Rinehart, Wright-Pierce, [Christine.rinehart@wright-pierce.com](mailto:Christine.rinehart@wright-pierce.com)
- Mike Mezoian, Mezoian Development, [mezoiandevelopment@gmail.com](mailto:mezoiandevelopment@gmail.com)
- Doug Foglio, Foglio, Inc., [dougjr@foglioinc.com](mailto:dougjr@foglioinc.com)
- Justin Foglio, Foglio, Inc., [justin.foglio@gmail.com](mailto:justin.foglio@gmail.com)



**Photos:**



**Photo 1: Handicap Detectable Device Needed at Intersection of Summer Long Drive and Ross Road (Photo taken by Jaime Wallace, PE dated 9/13/2024).**



**Photo 2: Handicap Detectable Device Needed at End of Summer Long Drive Near Cul-de-Sac (Photo taken by Jaime Wallace, PE dated 9/13/2024).**

(Trail EASEMENT)

3 pgs

## EASEMENT AGREEMENT

THIS AGREEMENT is entered into by and between **MEZOIAN DEVELOPMENT, LLC**, a Maine Limited Liability Company with a place of business in the City of Saco, County of York and State of Maine, (hereinafter, "Mezoian") and the **THE TOWN OF OLD ORCHARD BEACH**, a body corporate, located at Old Orchard Beach in the County of York and State of Maine, (hereinafter "OOB").

### WITNESSETH

WHEREAS, Mezoian is the owner of that certain parcel of land situated in the Town of Old Orchard Beach, York County, Maine, and depicted as "Open Space, 153,966 S.F." (hereinafter, Mezoian Parcel") upon Subdivision Plan entitled, "Final Plan, Sumter Landing" dated January, 2020, as revised through September 18, 2020, approved by the Town of Old Orchard Beach on September 10, 2020, and recorded in said Registry in Plan Book 410, Page 11 (hereinafter, the "Plan"); and

WHEREAS, OOB is the owner of that certain parcel of land situated in said Town of Old Orchard Beach, described in deed from James J. Ford, Jr., Sole Trustee of the Ford Family Trust, to OOB of near date herewith, and recorded in said Registry in Book 18489, Page 305 (hereinafter, "OOB Parcel"); and

WHEREAS, the parties are desirous of entering into an agreement for the purpose of providing access for the general public to and from OOB Parcel across Mezoian Parcel.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. Mezoian hereby grants to OOB a 10 foot wide easement for the benefit of OOB Parcel for purposes of ingress to and egress from OOB Parcel, as follows:
  - a. Across that portion of Mezoian Parcel depicted on the Plan as "10' Easement for Public Access" (hereinafter, "Easement Area A"); and
  - b. Across that portion of Summer Long Drive located between Ross Road and said "10' Easement for Public Access", along the northerly boundary of Summer Long Drive (hereinafter "Easement Area B").
2. The use of the Easement Areas by the general public shall be by foot or by non-motorized vehicle (i.e, bicycle), except that a) power-driven mobility devices for use by persons

who have mobility impairments; and b) emergency vehicles in the case of emergency within the Easement Areas shall be permitted.

3. Permitted uses of the Easement Areas by the general public shall include walking, jogging and bicycling. Picnicking, sunbathing, and other stationary activities are prohibited within the Easement Areas.

4. Mezoian, its successors in interest and assigns, shall not be responsible for maintenance of the Easement Areas.

5. OOB and/or its agents shall have the right to enter the Easement Areas at any time for the purpose of maintaining said Easement Areas. Notwithstanding Paragraph 3 above, maintenance activities conducted by OOB and/or its agent may include motorized vehicular use, to the extent reasonably necessary.

6. Mezoian, its successors in interest and assigns, shall have the right to exclude persons from the Easement Areas who are a) in locations other than the Easement Areas; or b) not engaged in permitted uses.

7. Use of any portion of the Easement Areas by members of the general public shall be at their own risk. Neither Mezoian nor OOB, by entering into this agreement, assume duty to or for the benefit of the general public for defects in the Easement Areas, for unsafe conditions within the Easement Areas, for the failure to inspect for or warn against possibly unsafe conditions, or to close the Easement Areas to public access when unsafe conditions may be present.

8. OOB does hereby agree to defend, hold harmless, and indemnify Mezoian, its successors in interest and assigns, from any claim of liability or any other claim involving the general public's right to use the Easement Areas, unless caused by the negligent or willful conduct by Mezoian, its successors in interest and assigns. Nothing in this Agreement does, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

9. In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

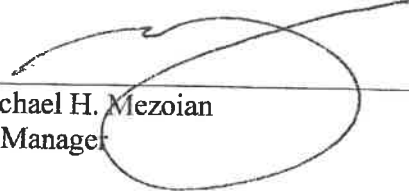
10. The terms, conditions, and provision of this Agreement shall extend to, be binding upon, and inure to the benefit of the successors and assigns of the parties, except that the easement across Easement Area B shall automatically be extinguished upon the formal acceptance of Summer Long Drive as a public way.

11. If a provision of this agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this agreement remain valid, binding, and enforceable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 15<sup>th</sup> day of December, 2020.

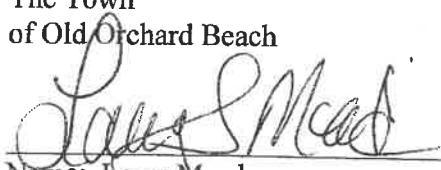
Mezoian Development, LLC

By:

  
Michael H. Mezoian  
Its Manager

The Town  
of Old Orchard Beach


By:

  
Name: Larry Mead  
Its: Town Manager, Duly Authorized

STATE OF MAINE  
COUNTY OF YORK, ss

DECEMBER 26, 2020

Then personally appeared before me the above-named Michael H. Mezoian, in his capacity as President of Mezoian Development, LLC, duly authorized, and acknowledged the foregoing to be his free act and deed and the free act and deed of said Mezoian Development, LLC.

  
Notary Public/ Attorney at Law  
BARBARA J. DRESSEL

STATE OF MAINE  
COUNTY OF YORK, ss

12/15, 2020

Then personally appeared before me the above-named Larry Mead, in his capacity as Town Manager of the Town of Old Orchard Beach, duly authorized, and acknowledged the foregoing to be his act and deed and the free act and deed of said Town of Old Orchard Beach.

  
Notary Public/ Attorney at Law

**JEFFREY THOMPSON, JR.  
NOTARY PUBLIC  
STATE OF MAINE  
MY COMMISSION EXPIRES  
OCTOBER 17, 2021**

(ACCESS EASEMENT TO ROSS RD)  
2 pgs

### EASEMENT DEED

**THE TOWN OF OLD ORCHARD BEACH**, a body corporate, located at Old Orchard Beach in the County of York and State of Maine, hereby grants to **MEZOIAN DEVELOPMENT, LLC**, a Maine Limited Liability Company with a principal place of business in the City of Saco, County of York and State of Maine, whose mailing address is 4 Driftwood Lane, Saco, ME 04072, a perpetual right of way for ingress and egress and an easement for all utility services, over, under, and through that certain parcel of land located on the southeasterly sideline of Ross Road, so-called, in the Town of Old Orchard Beach, County of York and State of Maine, described as follows:

Beginning at a granite monument to be set on the southeasterly sideline of said Ross Road at the southwesterly corner of land now or formerly of Eric R. Nason and Barbara L. Nason as described in deed recorded in the York County Registry of Deeds in Book 17434, Page 797; thence S 54° 34' 28" E along said land of Nason a distance of 158.91 feet to a ¾" iron pipe found and land of Grantee, as described in deed from James J. Ford, Jr., Sole Trustee of the Ford Family Trust dated September 25, 2020, and recorded in said Registry in Book 18390, Page 220; thence S 36° 08' 55" W along said land of Grantee a distance of 50.00 feet to a point; thence N 54° 34' 28" W across the land of Grantor a distance of 152.25 feet to a granite monument to be set and the southeasterly sideline of said Ross Road; thence N 28° 33' 06" E along the southeasterly sideline of said Ross Road a distance of 50.36 feet to the point of beginning.

The above described 50 foot wide right of way and easement encompasses 7,779 square feet. All bearings refer to Grid North.

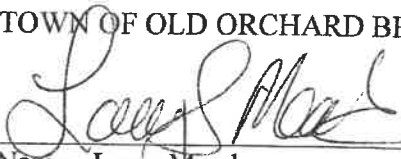
The Grantee, its successors in interest and assigns, shall have the right to enter upon said right of way and easement area with persons, machinery, and equipment, for purposes which include but shall not be limited to constructing, paving, using, maintaining, inspecting, repairing, and improving a road, and for purposes of ingress to and egress from land of Grantee described in said deed from James J. Ford, Jr., Sole Trustee of the Ford Family Trust to Mezoian Development, LLC, recorded in said Registry in Book 18390, Page 220, as well as for the introduction, maintenance, repair and replacement of all utility services. Grantee, its successors and assigns, agree to indemnify and hold harmless Grantor, its successor and assigns, from and against any and all damages, liabilities, losses, expenses, claims and suits (including the cost of defending the same 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 of the rights granted by this Easement or the breach of violate 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 Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

The above-described right of way and easement area is depicted upon Subdivision Plan of Sumter Landing dated January 20, 2020, as revised through September 18, 2020, and recorded in the York County Registry of Deeds in Plan Book 410, Page 11 as "50' Access Easement from the Town of Old Orchard Beach" and shall benefit said land of Grantee described in deed from James J. Ford, Jr., Sole Trustee of the Ford Family Trust recorded in Book 18390, Page 220. Said easement and right of way shall burden land of the Grantor depicted on said Plan as "N/F Town of Old Orchard Beach, Map 107, Block 2, Lot 18".

IN WITNESS WHEREOF, the said Town of Old Orchard Beach have caused this instrument to be signed in its corporate name by Larry Mead, its Town Manager, duly authorized, this 15<sup>th</sup> day of December, 2020.

THE  
TOWN OF OLD ORCHARD BEACH

By:

  
Name: Larry Mead  
Its: Town Manager

STATE OF MAINE  
COUNTY OF YORK, ss

December 15, 2020

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

Before me,

  
Notary Public  
Name:

Commission Expires:  
**JEFFREY THOMPSON, JR.**  
**NOTARY PUBLIC**  
**STATE OF MAINE**  
**MY COMMISSION EXPIRES**  
**OCTOBER 17, 2021**



# Search Results Report

Old Orchard Beach, ME  
August 21, 2024

(Abutter List)  
4 pgs

Parcel Number: 105-2-700 CAMA Number: 105-2-700 Property Address: SUMMER LONG DR	Mailing Address: SUMTER LANDING HOMEOWNERS' ASSOCIATION  SACO, ME 04072
Parcel Number: 105-2-701 CAMA Number: 105-2-701 Property Address: 1 SUMMER LONG DR	Mailing Address: MATTEAU JAMES J & CRYSTAL A 1 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-702 CAMA Number: 105-2-702 Property Address: 3 SUMMER LONG DR	Mailing Address: HIERS CATHERINE MERCHANT & THOMAS STANLEY 3 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-703 CAMA Number: 105-2-703 Property Address: 5 SUMMER LONG DR	Mailing Address: HALBIG DONNA & MICHAEL 39 JAMECO MILL RD SCARBOROUGH, ME 04074
Parcel Number: 105-2-704 CAMA Number: 105-2-704 Property Address: 7 SUMMER LONG DR	Mailing Address: GAGNE ALLI T 7 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-705 CAMA Number: 105-2-705 Property Address: 9 SUMMER LONG DR	Mailing Address: LONGO ANDREA 9 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-706 CAMA Number: 105-2-706 Property Address: 11 SUMMER LONG DR	Mailing Address: BASILE JON P & VICKIE M 11 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-707 CAMA Number: 105-2-707 Property Address: 13 SUMMER LONG DR	Mailing Address: HOWES DYLAN 13 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-708 CAMA Number: 105-2-708 Property Address: 15 SUMMER LONG DR	Mailing Address: SEDONA REALTY GROUP LLC 32 QUIMBY AVENUE WOBURN, MA 01801
Parcel Number: 105-2-722 CAMA Number: 105-2-722 Property Address: 19 SUMMER LONG DR	Mailing Address: FLAHERTY PETER & HEIDI 19 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-723 CAMA Number: 105-2-723 Property Address: 21 SUMMER LONG DR	Mailing Address: BUCKLAND THOMAS W & SHEILA E 21 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064



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# Search Results Report

Old Orchard Beach, ME

August 21, 2024

Parcel Number: 105-2-724  
CAMA Number: 105-2-724  
Property Address: 23 SUMMER LONG DR

Mailing Address: STEEVES ROBERT A & CATHERINE E  
TRUSTEES  
4747 HARBORTOWN LANE  
FORT MYERS, FL 33919

Parcel Number: 105-2-725  
CAMA Number: 105-2-725  
Property Address: 24 SUMMER LONG DR

Mailing Address: PIERSON ROLLAND L & CHRISTINE M  
24 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-726  
CAMA Number: 105-2-726  
Property Address: 22 SUMMER LONG DR

Mailing Address: OUELLETTE DANIEL G  
73 HUSTON ROAD  
GORHAM, ME 04038

Parcel Number: 105-2-727  
CAMA Number: 105-2-727  
Property Address: 20 SUMMER LONG DR

Mailing Address: MEZOIAN TAYLOR  
20 SUMMERLONG DR  
OLD ORCHARD BEACH, M 04064

Parcel Number: 105-2-728  
CAMA Number: 105-2-728  
Property Address: 18 SUMMER LONG DR

Mailing Address: EASTMAN STEPHEN J & DEBORAH E  
18 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-729  
CAMA Number: 105-2-729  
Property Address: 16 SUMMER LONG DR

Mailing Address: ELDRIDGE G WILLIAM  
16 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-730  
CAMA Number: 105-2-730  
Property Address: 14 SUMMER LONG DR

Mailing Address: FLAHERTY BROOKE  
14 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-731  
CAMA Number: 105-2-731  
Property Address: 12 SUMMER LONG DR

Mailing Address: HALL HARRY JAMES & JANICE M  
12 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-732  
CAMA Number: 105-2-732  
Property Address: 10 SUMMER LONG DR

Mailing Address: WELLS RICHARD H JR & PAMELA J  
TRUSTEES  
10 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-733  
CAMA Number: 105-2-733  
Property Address: 8 SUMMER LONG DR

Mailing Address: DYER MARGARET A  
8 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-734  
CAMA Number: 105-2-734  
Property Address: 6 SUMMER LONG DR

Mailing Address: CLOUTIER GREGORY C & CAROL M  
6 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-736  
CAMA Number: 105-2-736  
Property Address: SUMMER LONG DR

Mailing Address: OLD ORCHARD BEACH TOWN OF  
1 PORTLAND AVE  
OLD ORCHARD BEACH, ME 04064



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# Search Results Report

Old Orchard Beach, ME  
August 21, 2024

Parcel Number: 105-2-709  
CAMA Number: 105-2-709  
Property Address: 3 WINTER BERRY LN

Mailing Address: CAIAZZI PHILLIP J TRUSTEE & CAIAZZI  
THERESA J TRUS  
PO BOX 588  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-710  
CAMA Number: 105-2-710  
Property Address: 5 WINTER BERRY LN

Mailing Address: RUEL MICHAEL L & STEPHANIE D  
5 WINTER BERRY LANE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-711  
CAMA Number: 105-2-711  
Property Address: 7 WINTER BERRY LN

Mailing Address: MATHISEN LAURA A  
7 WINTERBERRY LN  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-712  
CAMA Number: 105-2-712  
Property Address: 9 WINTER BERRY LN

Mailing Address: SHEA KEVIN & ALICIA  
9 WINTER BERRY LANE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-713  
CAMA Number: 105-2-713  
Property Address: 11 WINTER BERRY LN

Mailing Address: REGAN ELAINE E & JOHN M  
11 WINTER BERRY LANE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-714  
CAMA Number: 105-2-714  
Property Address: 13 WINTER BERRY LN

Mailing Address: RIDDLE MATTHEW AND DESIREE  
13 WINTERBERRY LN  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-715  
CAMA Number: 105-2-715  
Property Address: 14 WINTER BERRY LN

Mailing Address: DELONG EMILIE LETARTE  
9011 39TH STREET CIRCLE E  
PARRISH, ME 34219

Parcel Number: 105-2-716  
CAMA Number: 105-2-716  
Property Address: 12 WINTER BERRY LN

Mailing Address: SMITH TYLER F & KATELYN L  
12 WINTER BERRY LANE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-717  
CAMA Number: 105-2-717  
Property Address: 10 WINTER BERRY LN

Mailing Address: BORROEL IGNACIO V JR & KARI J  
40 BATES AVENUE  
WINTHROP, MA 04072

Parcel Number: 105-2-718  
CAMA Number: 105-2-718  
Property Address: 8 WINTER BERRY LN

Mailing Address: RINDFLEISCH PAMELA D & KIRK  
43191 BELGREEN DRIVE  
ASHBURN, VA 20147

Parcel Number: 105-2-719  
CAMA Number: 105-2-719  
Property Address: 6 WINTER BERRY LN

Mailing Address: WIGHT DONALD R & JANET C  
6 WINTER BERRY LANE  
OLD ORCHARD BEACH, ME 04064



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# Search Results Report

Old Orchard Beach, ME  
August 21, 2024

Parcel Number: 105-2-720  
CAMA Number: 105-2-720  
Property Address: 4 WINTER BERRY LN

Mailing Address: LEONARD AMY S & DONALD H  
4 WINTER BERRY LANE #20  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-721  
CAMA Number: 105-2-721  
Property Address: 2 WINTER BERRY LN

Mailing Address: MEZOIAN MICHAEL H & CAROLINE &  
JORDAN  
2 WINTER BERRY LANE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-735  
CAMA Number: 105-2-735  
Property Address: WINTER BERRY LN

Mailing Address: SUMTER LANDING HOMEOWNERS'  
ASSOCIATION  
SACO, ME 04072



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# TOWN MANAGER REPORT

**NEW BUSINESS:**

Chair: Shawn O'Neill

**AGENDA ITEM #8650**

**Discussion with Action:** Shall the Town consider a request from Homewood Park Road Association to accept title and to accept and establish as town ways those developed portions of Homewood Blvd, Kapok St, and Juniper St together with all rights appurtenant thereto and all improvements situated therein or thereon, including, without limitation, any and all stormwater runoff systems, electrical, water, sewer, gas, or other utility infrastructure, bollards, lamp posts, lights and lighting facilities; expressly including any and all stormwater infrastructure shown on a plan entitled "Plan of Street Rights of Way Homewood Park, Portions of Homewood Boulevard, Juniper Street, and Kapok Street, Old Orchard Beach, Maine" prepared by Jones and Associates, last revised February 21, 2018, except the ponds shown on "Pond #1 Easement Area" located on Lots 14, 15, 17 and 18 and "Pond #2 Easement Area" located on Lots 7, 8 and 9. As described in the Quitclaim Deed Without Covenant from Homewood Park Road Association to the Town of Old Orchard Beach, Maine, dated, \_\_\_\_\_.

Chair: Shawn O'Neill

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

**FROM: Planning Staff**

**SUBJECT: Homewood Blvd, Juniper, Kapok Public Acceptance**

**ACTION: Decision on Acceptance**

**DATE: 27 November 2024**

At the 3 December Council meeting, Council will host a public hearing on Homewood Park Road Association (HRPA) proposal for public acceptance of the recently improved portions of Homewood Blvd., Juniper St., and Kapok St, and “any and all” stormwater runoff systems, electrical, water, sewer, gas, or other utility infrastructure, bollards, lamp posts, lights and lighting facilities; expressly including any and all stormwater infrastructure. Excluded from acceptance are two stormwater pond easement areas.

The language mentioned above and within the current deed is expected to change. As of the date of this memo, we’ve not yet received the amended deed but expect to have it by 3 December. Below are comments based on the current deed language so note that the revised deed may address some of these matters.

#### Comments

- Sewer and gas should be removed from acceptance items as public sewer and gas do not supply this particular project.
- Water infrastructure should be removed from acceptance items which is owned by Maine Water.
- Are hydrants part of water infrastructure? If yes, and water infrastructure is removed from acceptance and the town wants to maintain hydrants than hydrants should be included as one of the items to be accepted.
- There are undeveloped lots that surround the recently developed portion associated with this acceptance proposal. Use of Homewood Blvd is needed to access the undeveloped lots. This means truck traffic will use Homewood Blvd at some future date.
- One particular item I think I know the answer to but just want to be sure is if items outside the ROW are or are not proposed for public acceptance. The submitted deed description appears to describe only the ROW but the deed also states: “*any and all* stormwater runoff systems, electrical, water, sewer, gas, or other utility infrastructure, bollards, lamp posts, lights and lighting facilities; expressly including any and all stormwater infrastructure shown on a plan entitled Plan of Street Rights of Way Homewood Park, Portions of Homewood Boulevard, Juniper Street, and Kapok Street, Old Orchard Beach, Maine.” Acceptance means the Town will be responsible for repair, replacement, installation, construction, and maintenance of all items identified above, the question is if this includes all identified items *both inside and outside of the Homewood, Juniper, and Kapok ROW*.

Note there are two plan sets submitted. One set is the Plan of Streets Rights of Way (2 sheets) which is what is referenced in the deed. The other set is the As Built Plan and Profile. The As Built Plan and Profile show items outside the ROW, the Plan of Streets Right of Way does not show the same items outside the ROW. By referencing the Plan of Streets Rights of Way, it should be clear the deed language means “any and all” of the infrastructure proposed for acceptance as shown on this plan and not the As Builts. Although, I thought it was worth singling out the “any and all” language in case it was not clear- perhaps the applicant can provide further info.

- The town may accept but what about maintaining it? Is the deed clear in regard to what will be maintained by the town?
- The deed excludes the pond easement areas from acceptance, but does it exclude the ponds themselves? This should be cleared up before final decision.

- Transfer is through a quitclaim deed and not a warranty with covenants deed.
- The following comments from the town attorney: “I do continue to have some questions about the final “subject to” clause at the end of the description, as I noted in the comments to the first draft. It is not clear to me why the right to use the Premises (i.e. what will be public ways if the accepted by the Council) will need to be reserved, since they will necessary be available for use by the public. The second reservation does not appear to be relevant to the Town, and the third reservation should be removed or clarified since any installation of utilities in the street would require a street opening permit. Could that final provision be removed?”

### Next Steps

With the introductory meeting and public hearing concluded, Council is tasked with deciding on the acceptance proposal. Before a final decision is made, Council should determine what will be included with public acceptance and what will not. The final deed should reflect this determination before Council votes.

If the Council decides to not accept items proposed for acceptance in the deed, in addition to changing the deed language, we recommend the HPRA ownership documents are clear in regard to what falls under HPRA responsibility. This will help the HRPA identify what they’re responsible for and allow a more accurate accounting of costs. Also, it will help identify what falls under HRPA’s ownership in case future lot owners wish to use the infrastructure.

**HW Park (Portions of Homewood Blvd, Kapok, Juniper Streets) Road Acceptance  
Town of OOB Acceptance Item Checklist (Council 2024)**

**A. Property within Right of Way (ROW)**

- 1. HW Blvd, Juniper, Kapok ROW:

**ACCEPT/NOT ACCEPT**

**Comment**

--	--

**B. Infrastructure within ROW**

- 1. Roads & Curbs
- 2. Sidewalks
- 3. Light poles, bases, fixtures
- 4. Electricity equipment (transformers, transformer pads, lines)
- 5. Stormwater drainage systems (ditches, catch basins, manholes, piping, culverts, culvert crossings, sidewalk underdrain)
- 6. Street trees
- 7. Street signs
- 8. Development signs
- 9. Hydrants


**C. Maintenance of Infrastructure within the ROW**

- 1. Roads (grading, resurfacing, sweeping, striping, pothole fixes, tar sealant, mailbox turnout) & Curbs
- 2. Sidewalks
- 3. Light poles, bases, fixtures (replacing/repairing fixtures, paint)
- 4. Electricity equipment (transformers, transformer pads, lines)
- 5. Stormwater drainage systems (ditches, catch basins, manholes, piping, culverts, culvert crossings, sidewalk underdrain)
- 6. Street trees (trimming, removal, planting)
- 7. Street signs (repair, replacement)
- 8. Development signs (repair, paint, replacement)
- 9. Hydrants (repair, painting, access/snow removal)


**D. Services within the ROW**

- 1. Public trash pick up
- 2. Snow plowing / ice removal - Roads
- 3. Snow plowing / ice removal - Sidewalks
- 4. CMP electricity bill


**E. Other**

- 1. Stormwater drainage outside of ROW (maintain infiltration ponds, rip rap, swales, pipes, etc.)
- 2. Transformers and transformer pads outside of ROW
- 3. Utility easements outside of ROW, including maintenance
- 4. Water infrastructure (lines, gate valves, individual lot service)
- 5. Open space outside of ROW, including maintenance

<b>MEwtr</b>	

**[LAST REVISED 10.9.2024]**

After recording return to:

Rebecca D. Shiland, Esq.  
Jensen Baird  
PO Box 4510  
Portland, ME 04112-4510

\_\_\_\_\_Space Above This Line For Recording Data\_\_\_\_\_

**QUITCLAIM DEED WITHOUT COVENANT**

**HOMEWOOD PARK ROAD ASSOCIATION**, a Maine nonprofit corporation with a mailing address of 22 Juniper Street, Old Orchard Beach, Maine 04064 hereby GRANTS to the **TOWN OF OLD ORCHARD BEACH**, a municipality organized and existing under the laws of the State of Maine, with a mailing address of \_\_\_\_\_, its successors and assigns, for highway purposes and without claim for damages, the land designated as Homewood Boulevard, Juniper Street and Kapok as depicted on the plan entitled "Homewood Park Subdivision of Land of Resort Development Corp. in Old Orchard Beach, Maine," made by DesRoberts Engineering Company dated September 22, 1963 and recorded in the York County Registry of Deeds in Plan Book 36, Pages 39 and 40 (the "Plan") and a plan entitled, "Homewood Park Amendment #1 dated June 16, 2016 and recorded in said Registry of Deeds in Plan Book 384, Page 6 ("Amended Plan") and further described more particularly as follows:

SEE EXHIBIT A ATTACHED HERETO  
AND INCORPORATED HEREIN BY REFERENCE

**[SIGNATURE ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the authorized representative of the Grantor has caused this instrument to be executed and delivered, this \_\_\_\_ day of \_\_\_\_\_, 2024.

Witness:

**HOMEWOOD PARK ROAD  
ASSOCIATION**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MAINE  
COUNTY OF YORK, ss.

\_\_\_\_\_, 2024

Personally appeared before me the above-named \_\_\_\_\_,  
and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free  
act and deed of Homewood Park Road Association.

\_\_\_\_\_  
Notary Public

Printed Name:

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

Certain strips or parcels of land located in the Town of Old Orchard Beach, County of York and State of Maine, more particularly described as follows:

### **HOMEWOOD BOULEVARD**

A certain parcel of land, being a portion of Homewood Boulevard located in the Homewood Park Subdivision, Old Orchard Beach, York County, Maine as shown on a plan entitled, "Homewood Park Subdivision of Land of Resort Development Corp. in Old Orchard Beach, Maine," made by DesRoberts Engineering Company dated September 22, 1963 and recorded in the York County Registry of Deeds in Plan Book 36, Pages 39 and 40 (the "Plan") and further described as follows:

Beginning at the northerly comer of Lot 15 in Block 6 located at the intersection of Grove Street, now known as Garden Street, and Homewood Boulevard as shown on the Plan;

Thence easterly fifty (50) feet more or less, crossing Homewood Boulevard, to the westerly comer of Lot 1 in Block 20 as shown on the Plan;

Thence turning and running southeasterly along the easterly side of Homewood Boulevard to the northwesterly corner of Lot 1 in Block 24 located at the intersection of Kapok Street and Homewood Boulevard as shown on the Plan;

Thence westerly fifty (50) feet more or less, crossing Homewood Boulevard, to the northerly corner of Lot 6 in Block 2 as shown on the Plan;

Thence turning and running northwesterly along the westerly side of Homewood Boulevard to the Point of Beginning.

### **JUNIPER STREET AND KAPOK STREET**

A certain parcel of land, being a portion of Juniper Street and Kapok Street located in the Homewood Park Subdivision, Old Orchard Beach, York County, Maine as shown on a plan entitled, "Homewood Park Subdivision of Land of Resort Development Corp. in Old Orchard Beach, Maine," made by DesRoberts Engineering Company dated September 22, 1963 and recorded in the York County Registry of Deeds in Plan Book 36, Pages 39 and 40 (the "Plan") and a plan entitled, "Homewood Park Amendment #1 dated June 16, 2016 and recorded in said Registry of Deeds in Plan Book 384, Page 6 ("Amended Plan") and further described as follows:

Beginning at the southerly comer of Lot 24 in Block 22 located at the intersection of Juniper Street and Homewood Boulevard as shown on the Plan;

Thence easterly along the northerly side of Juniper Street to the southerly comer of Lot 15 in Block 22 as shown on the Amended Plan;

Thence continuing easterly along the northerly side of Juniper Street to the end of Juniper Street as shown on the Amended Plan;

Thence southerly fifty (50) feet more or less, crossing Juniper Street as shown on the Amended Plan, to the northerly comer of Lot 12 in Block 23 as shown on the Amended Plan;

Thence southwesterly along the southerly side of Juniper Street to the westerly comer of Lot 12 in Block 23 as shown on the Amended Plan;

Thence southeasterly to the southerly comer of Lot 13 in Block 23 as shown on the Amended Plan;

Thence northeasterly along the northerly side of Kapok Street to an iron pin found at the easterly comer of Lot 13 in Block 23 as shown on the Amended Plan;

Thence southeasterly fifty (50) feet more or less, crossing Kapok Street as shown on the Amended Plan, to an iron pin found at the northerly comer of Lot 12 in Block 24 as shown on the Amended Plan;

Thence southwesterly along the southerly side of Kapok Street to the westerly comer of Lot 1 in Block 24 located at the intersection of Kapok Street and Homewood Boulevard as shown on the Plan:

Thence northwesterly fifty (50) feet more or less, crossing Kapok Street as shown on the Plan, to the southerly comer of Lot 24 in Block 23 as shown on the Plan;

Thence easterly along the northerly side of Kapok Street as shown on the Plan to the eastern comer of Lot 15 in Block 23 as shown on the Amended Plan:

Thence northeasterly to the southerly comer of Lot 15 in Block 23 as shown on the Amended Plan;

Thence northwesterly along a curve fanning the northerly boundary of Lot 10 in Block 23 to westerly comer of Lot 10 in Block 23 as shown on the Amended Plan;

Thence southwesterly along the southerly side of Juniper Street to the westerly corner of Lot 1 in Block 23 located at the intersection of Juniper Street and Homewood Boulevard as shown on the Plan;

Thence northerly fifty (50) feet more or less to the Point of Beginning.

TOGETHER WITH all rights appurtenant thereto and all improvements situated therein or thereon, including, without limitation, any and all stormwater runoff systems, electrical, water, sewer, gas, or other utility infrastructure, bollards, lamp posts, lights and lighting facilities; expressly including any and all stormwater infrastructure shown on a plan entitled "Plan of Street Rights of Way Homewood Park, Portions of Homewood Boulevard, Juniper Street, and Kapok Street, Old Orchard Beach, Maine" prepared by Jones and Associates, last revised February 21, 2018, except the ponds shown on "Pond #1 Easement Area" located on Lots 14, 15, 17 and 18 and "Pond #2 Easement Area" located on Lots 7, 8 and 9.

SUBJECT TO the following rights reserved to HP Developers, LLC, a Maine Limited Liability Company, Homewood Park Developers, LLC, a Maine Limited Liability Company, Diamond

Properties, Inc, a Maine Corporation, and Emerald Holdings, LLC a Maine Limited Liability Company (collectively the foregoing are hereafter referred to as the “Developers”) in that certain deed from the foregoing Developers to Grantor dated July 10, 2024 and recorded in the York County Registry of Deeds in Book 19469, Page 611:

1. The reserved right to use the Premises to access remaining land of Developers.
2. Developers reserve the right to use and make improvements to any stormwater infrastructure in furtherance of the development of Developers’ remaining land, and Developers expressly reserve the right to use the existing stormwater infrastructure as a fire pond.
3. Developers further reserve the right to use existing rights of way for installation of utilities and mailboxes for lots not yet developed.

Meaning and intending to convey and hereby conveying all developed portions of Homewood Boulevard, Juniper Street, and Kapok Street as of the date of this conveyance, which streets are depicted on the Plan and the Amended Plan as defined herein.

Meaning and intending to describe certain property conveyed to Grantor by deed of the Developers to Grantor dated July 10, 2024 and recorded in the York County Registry of Deeds in Book 19469, Page 611.

## AGENDA ITEM #8651

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

1. Accept trail easements from Seacoast Land Acquisitions, LLC for the construction, maintenance, repair and replacement of a non-exclusive pedestrian walking trail for use by the general public across the Easement A Area and Easement B Area;
2. Accept a parking easement from Seacoast Land Acquisitions, LLC for the parking of vehicles on, over, across, and along those certain thirteen (13) parking spaces depicted as the “Public 8 Parking Spaces” and “5 Public Parking Spaces” on the on the Plan for use by the general public in connection with use of the Trail.
3. Accept a right of way and easement from Seacoast Land Acquisitions, LLC for the passage and accommodation of persons and vehicles at any and all times, on, across and through the common roads (including Sugar Bush Lane and Black Bush Lane) and sidewalks shown on the Plan to access the Trail and the Parking Easement Area to and from E. Emerson Cummings Boulevard.
4. Accept sanitary sewer easements from Seacoast Land Acquisitions LLC for the use, maintenance, repair, and replacement of the Sewer Facility over, under and across the Easement B Area and the Easement C Area, including the right to enter into Easement B Area and the Easement C Area;
5. Grant a temporary construction easement to Seacoast Land Acquisitions LLC, over, under and across the Easement D Area to enable workers, construction equipment, and materials to enter onto the Easement D Area, in order to facilitate the construction and installation of the Sewer Facility and a walking trail.

The above is described as Easement A, B, C, D Areas, parking areas, and common roads and sidewalks are shown and depicted on plan entitled “Condominium Plat Plan” prepared by Atlantic Resource Consultants dated May 8, 2024, and recorded in the York County Registry of Deed in Condo Book 1055, Page 1. As described in the Quit Claim Easement Deed from Seacoast Land Acquisitions LLC to the Town of Old Orchard Beach, Maine, dated, \_\_\_\_\_ and Sewer Easement Agreement between the Town of Old Orchard Beach and Seacoast Land Acquisitions LLC.

Chair: Shawn O’Neill

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

**FROM: Planning Staff**

**SUBJECT: The Forest Sewer and Trail Easements**

**ACTION: Discussion with Action**

**DATE: 3 December 2024**

At the 3 December meeting, the Council will consider and act on four easements associated with the recently approved project named The Forest. The Forest is a 61-unit single-family residential project located at 63-91 E. Emerson Cummings Blvd. Council may recall reviewing the project as a contract zone which was approved earlier this year. Following contract zone approval, the project secured applicable planning board approvals.

The Forest developer, Seacoast Land Acquisitions LLC, is now moving forward with steps needed to begin construction. One of these steps involves securing easements. The Forest proposal includes four easements-one is a trail easement, one is a trail and sewer easement, two are sewer easements. The easements require the town to accept or grant specific areas for use, construction, maintenance of sewer infrastructure and trails.

In addition to the four trail and sewer easements, there are two additional easements. One easement is for public parking. Another easement is for the right to access the parking and trails.

A brief description of each easement is below. You'll find a more detailed description in the Quit Claim Easement Deed and Sewer Easement Agreement in your packet. The location of each easement is identified on the plan titled "Condominium Plat Plan" (the "Plan") which is included in your packet.

#### Easement Description

As mentioned above this proposal includes four trail and sewer easements and two parking and access easements. One easement (easement A) is associated with a trail. One easement (easement B) is associated with trail and sewer. Two easements (easements C – D) are associated with a sewer line. One easement is for public parking access. One easement is for vehicle and pedestrian access to the trails. Below is a brief description of each easement.

1. Easement A. This 10' easement is associated with a public trail and is located entirely on Seacoast Land Acquisitions property. The easement involves the town accepting an easement through Seacoast Land Acquisitions property for the purpose of providing a public trail. The trail will be constructed by the developer and maintained by the Town. Location: see Plan, color green.
2. Easement B. This 30' easement is associated with a public trail and sewer line and is located entirely on Seacoast Land Acquisitions property. The easement involves the town accepting an easement through Seacoast Land Acquisitions property for the purpose of use of a public trail and maintenance, repair of a public sewer line. The trail and sewer line will be constructed by the developer and maintained by the Town. Location: see Plan, color orange.
3. Easement C. This 30' easement is associated with a sewer line and is located entirely on Seacoast Land Acquisitions property. This property will be gifted to the town on a future date which will basically void the need for the easement after the gift is complete. The easement involves the town accepting an easement through Seacoast Land Acquisitions property for the purpose of maintenance, repair of a public sewer line. The sewer line will be constructed by the developer and maintained by the Town. Location: see Plan, color blue.

4. Easement D. This 30' easement is a temporary construction easement and is located entirely on town of Old Orchard Beach property. The easement involves the town granting a temporary construction easement to Seacoast Land Acquisition for the purpose of constructing a sewer line. The sewer line will be constructed by the developer and maintained by the town. Location: see Plan, color yellow.

5. Public Parking Easement. This easement provides 13 spaces for public parking. The parking is allowed for public use only in connection with use of the public trails. The parking spaces will be constructed by the developer and maintained by the developer/association. Location: see Plan, highlighted light blue and adjacent to Black Birch Way.

6. Access Easement and Right-of-Way. This easement and ROW provide public pedestrian and vehicle access on private roads and sidewalks in The Forest development for the purpose of accessing public trails. The roads and sidewalks will be constructed by the developer and maintained by the developer/association. Location: see roads on Plan.

#### Action

At the 3 December meeting, Council may discuss and act on this agenda item. Note the deed language was developed in coordination with Seacoast Land Acquisitions and the town attorney.



**GENERAL NOTES:**

- PROJECT LOCATION: 63-91 E EMMERSON CUMMINGS BLVD, OLD ORCHARD BEACH, ME. TAX MAP 207 LOT 1-2.
- APPLICANT: SEACOAST LAND ACQUISITIONS, LLC, 57 SMUTTY LANE, SACO, ME 04072.
- RECORD OWNER: WESLEY A. KINNEY JR. & GWEN H. KINNEY, 39 MAPLE LANE, KNOX, MAINE 04986.
- ZONING STANDARDS: CONTRACT ZONE AGREEMENT BETWEEN SEACOAST LAND ACQUISITIONS, LLC AND THE TOWN OF OLD ORCHARD BEACH, DATED JANUARY 2, 2024 AND RECORDED AT THE YORK COUNTY REGISTRY OF DEEDS ON JANUARY 19, 2024 IN BOOK 19386 PAGE 877.
- PROJECT AREA = 19.77 ACRES
- PROPOSED USE: 61 SINGLE FAMILY CONDOMINIUM HOUSES.
- SEWER SERVICE: PUBLIC
- WATER SERVICE: PUBLIC
- ELECTRIC AND COMMUNICATIONS SERVICES: UNDERGROUND.
- ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE EROSION AND SEDIMENTATION CONTROL PROVISIONS OUTLINES IN THE MAINE EROSION AND SEDIMENTATION CONTROL BMPs, LATEST EDITION.
- MAINTENANCE OF ALL ROADS, DRIVEWAYS, STORM DRAINAGE SYSTEMS, LIGHTING, AND SEWER SYSTEMS ARE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION.
- TOTAL WETLAND IMPACT: 20,421 SQUARE FEET.
- SUGAR BUSH LANE AND BLACK BIRCH WAY SHALL REMAIN PRIVATE INTERNAL DRIVES IN PERPETUITY AND SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- PER FEMA PANEL 230153 EFFECTIVE AS OF JULY 17, 2024 THE PROJECT SITE IS NOT LOCATED WITHIN THE 100-YEAR FLOOD ZONE.

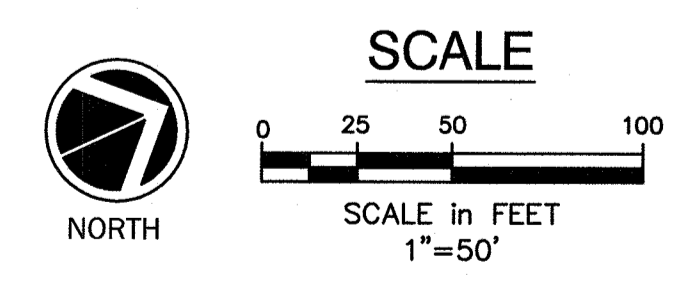
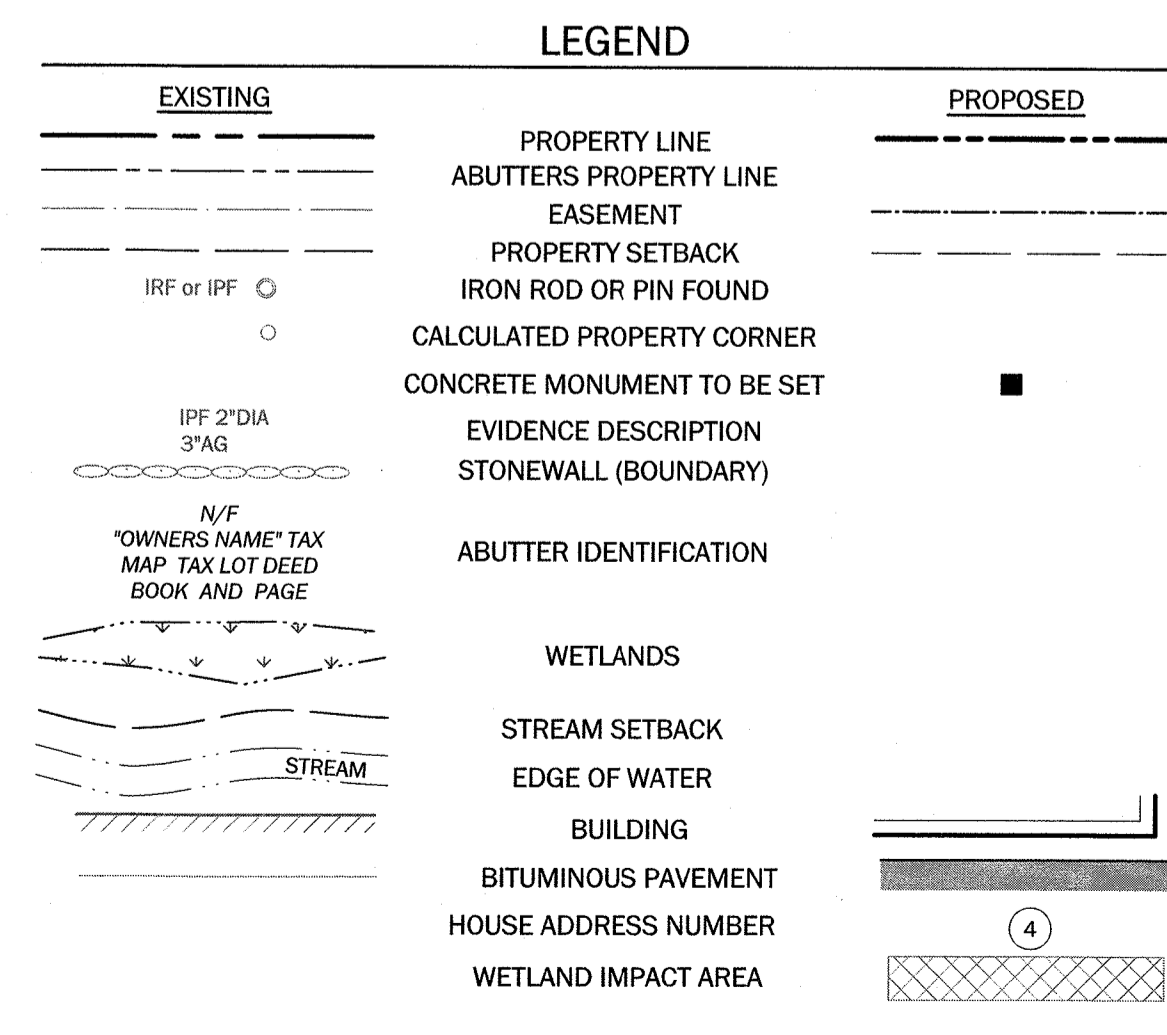
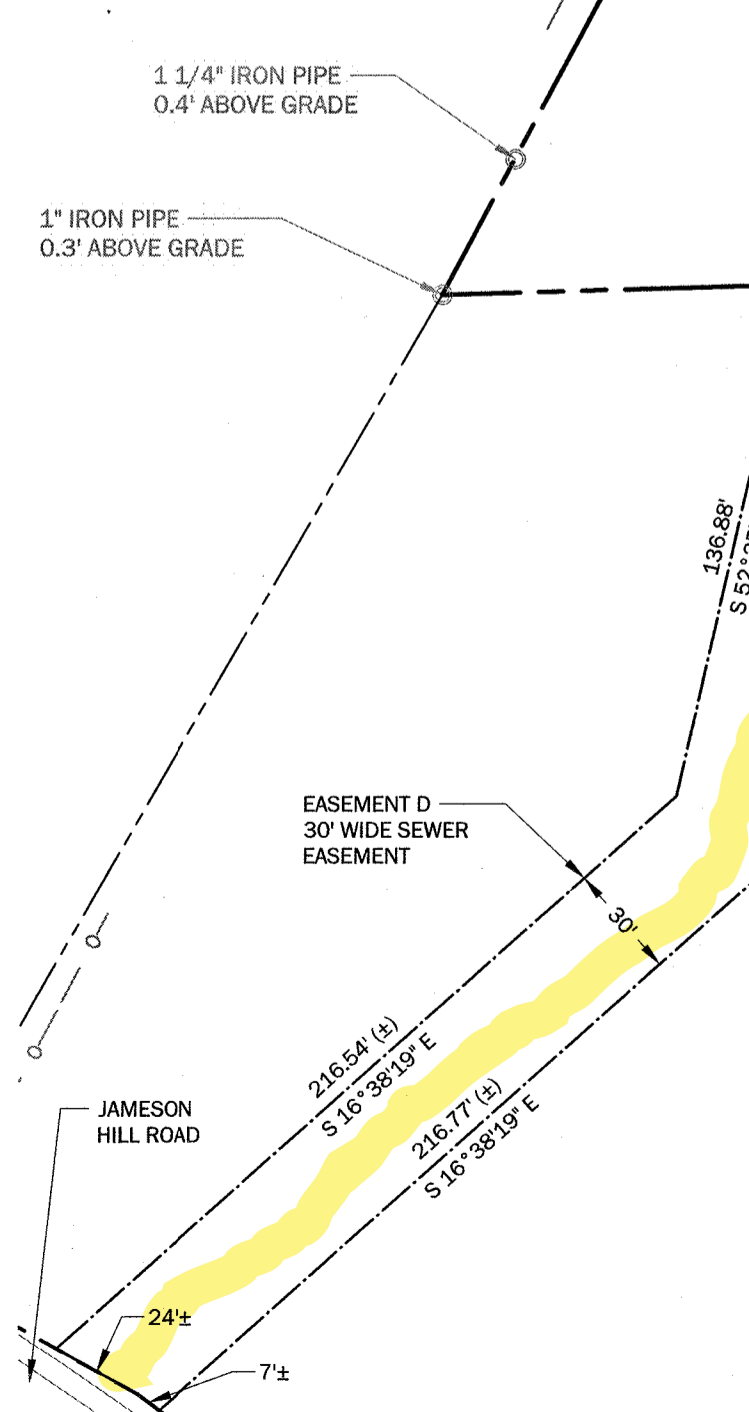
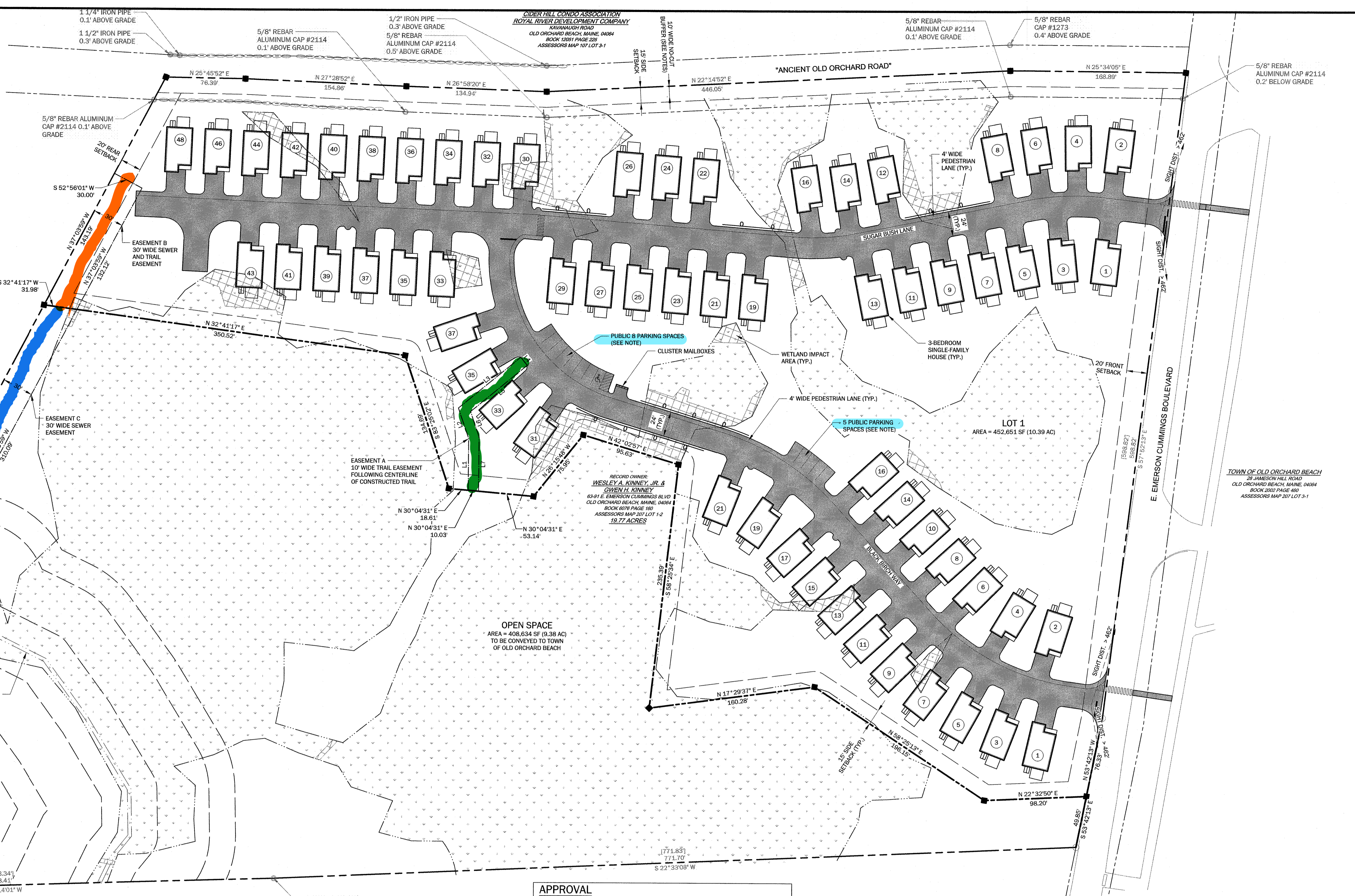
**PUBLIC ACCESS AND PARKING NOTES:**

- PUBLIC PARKING IS RESERVED FOR RESIDENTS, GUESTS, AND PUBLIC TRAIL USERS ONLY. PARKING FOR OTHER USES IS PROHIBITED. VIOLATORS MAY BE TOWED AT VEHICLE OWNER'S EXPENSE.
- PUBLIC IS ALLOWED TO USE THE PROJECT SIDEWALKS TO PROVIDE ACCESS TO AND FROM THE TRAILS. LOITERING AND SOLICITING IS PROHIBITED.

**NO-CUT BUFFER NOTES**

- A 15' WIDE BUFFER RETAINING EXISTING VEGETATION SHALL BE MAINTAINED ALONG THE ENTIRE LENGTH OF THE WESTERLY PROPERTY LINE ADJACENT TO THE CIDER HILL CONDO ASSOCIATION.
- ONLY MAINTENANCE OF EXISTING VEGETATION INCLUDING TRIMMING OR REMOVAL OF DEAD OR DANGEROUS TREES AND VEGETATION, AS DETERMINED BY AN ARBORIST IS PERMITTED WITHIN THE 15' WIDE NO-CUT BUFFER.

LINE #	BEARING	DISTANCE
L1	N 64° 40' 52" W	49.71'
L2	N 83° 44' 53" W	31.04'
L3	N 14° 20' 33" W	77.10'
L4	S 75° 39' 27" W	10.00'
L5	S 14° 20' 33" E	70.18'
L6	S 83° 44' 53" E	25.79'
L7	S 64° 40' 52" E	52.23'



**APPROVAL**  
 APPROVED BY THE TOWN OF OLD ORCHARD BEACH PLANNING BOARD

*Robert Dube*  
*Joseph...*  
*Wally...*  
*Ann...*

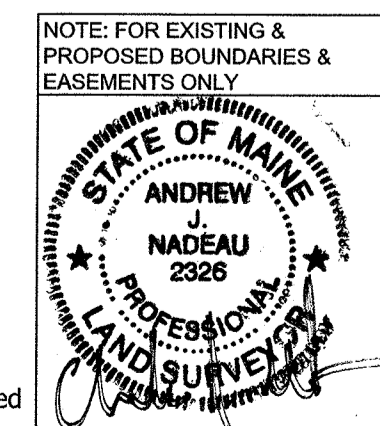
DATE: 10 October 2024

- PLAN REFERENCES:**
- TOPOGRAPHIC AND PROPERTY BOUNDARY INFORMATION TAKEN FROM A COMPILATION OF THE FOLLOWING:
    - A PLAN ENTITLED "BOUNDARY AND EXISTING CONDITIONS SURVEY MADE FOR HOME INNOVATIONS, LLC OF PROPERTY LOCATED ON EAST EMERSON CUMMINGS BOULEVARD, OLD ORCHARD BEACH, YORK COUNTY, MAINE, ASSESSORS MAP 207 LOT 1-2" DATED APRIL 22, 2024, PREPARED BY HORIZONS ENGINEERING OF SACO, MAINE.
    - BEARINGS SHOWN HEREON REFER TO GRID NORTH AND ARE BASED ON THE MAINE WEST STATE PLANE COORDINATE SYSTEM S DERIVED FROM STATIC GPS OBSERVATIONS, PER PLAN REFERENCE 1.1 ABOVE.
    - LIDAR TOPOGRAPHIC CONTOURS OBTAINED FROM THE MAINE OFFICE OF GIS. ELEVATIONS ARE BASED ON NAVD88.
    - WETLANDS AND VERNAL POOLS WERE DELINEATED BY MARK HAMPTON ASSOCIATES IN 2023.

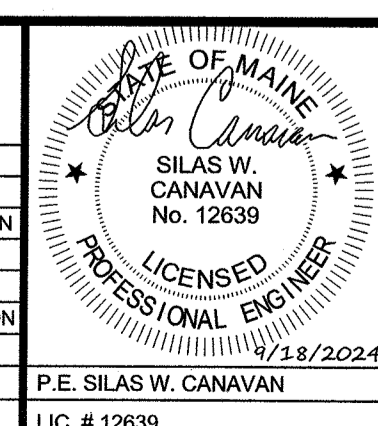
State of Maine, York ss.  
 Registry of Deeds  
 Received Oct 15, 2024  
 at 11h 00m A.M. and recorded in  
 Condo Plan Book 1055, Page 1  
 Attest: *Janey Hammond*  
 Register

**CERTIFICATION:**  
 I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY CONFORMS WITH THE MAINE BOARD OF LAND SURVEYORS RULES, CHAPTER 90: STANDARDS OF PRACTICE WITH THE FOLLOWING EXCEPTION: MONUMENTS NOT YET INSTALLED AT MISSING LOT CORNERS.

*Andrew J. Naudeau* 9/17/24  
 ANDREW J. NADEAU, PLS 2326  
 DATE All rights reserved



REV	DATE	DESCRIPTION
7	9/18/2024	FINAL PLAN - TOWN OF OLD ORCHARD BEACH
6	9/18/2024	REVISED PER ACCE COMMENTS - NOT FOR CONSTRUCTION
5	8/23/2024	REVISED PER TOWN & MWC COMMENTS - NOT FOR CONSTRUCTION
4	8/12/2024	REVISED PER TOWN COMMENTS - NOT FOR CONSTRUCTION
3	7/19/2024	REVISED PER TOWN COMMENTS - NOT FOR CONSTRUCTION
2	5/24/2024	ISSUED FOR TOWN OF OOB PERMITTING - NOT FOR CONSTRUCTION
1	5/8/2024	ISSUED FOR MAINE DEP PERMITTING - NOT FOR CONSTRUCTION



PROJECT: THE FOREST  
 TAX MAP 207, LOT 1-2  
 63-91 E. EMERSON CUMMINGS BLVD  
 OLD ORCHARD BEACH, MAINE

PLANNING: CONDOMINIUM PLAT PLAN

OWNER/APPLICANT: SEACOAST LAND ACQUISITIONS, LLC  
 57 SMUTTY LANE  
 SACO, ME 04072

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

DRAWN: DEPT.  
 DESIGNED: SWC  
 CHECKED: SWC  
 FILE NAME: 23-053 - Base

DATE: MAY 8, 2024  
 SCALE: 1" = 50'  
 JOB NO. 23-053

SHEET: P-100

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(space above is reserved for recording information)

**SEWER EASEMENT AGREEMENT**

This Sewer Easement Agreement (the “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, between the **Town of Old Orchard Beach**, a body politic and corporate (the “Town”), **Seacoast Land Acquisitions, LLC**, a Maine limited liability company (“Seacoast,” and collectively with the Town, each a “Party” and together the “Parties”).

RECITALS

1. The Town is the sole owner of land with all buildings and improvements now or hereafter thereon located at 28 Jameson Hill Road in the Town of Old Orchard, Beach, York County, Maine and being Tax Map 207, Lot 1-1, on the Official Tax Maps for the Town of Old Orchard Beach as of the date of this Agreement, Maine and on file with the Assessor’s office of the Town of Old Orchard Beach (the “The Existing Town Parcel”).

2. Seacoast is the sole owner of land located at 63-91 E. Emerson Cummings Boulevard in the Town of Old Orchard Beach, York County, Maine described in a certain Warranty Deed from Wesley A. Kinney, Jr. and Gwendolyn H. Kinney dated November 15, 2024, recorded in the York County Registry of Deeds (the “Registry of Deeds”) at Book 19556, Page 336 (the “Seacoast Parcel,” and together with the Town Parcel, the “Parcels” and each a “Parcel”).

3. The Seacoast Parcel and a portion of the Existing Town Parcel is depicted on a certain “Condominium Plat Plan” prepared by Atlantic Resource Consultants dated May 8, 2024, and recorded in the York County Registry of Deed in Condo Book 1055, Page 1 (the “Plan”).

4. In connection with Seacoast’s proposed development on the Seacoast Parcel as depicted on the Plan, Seacoast will install a sanitary sewer pipe together with its pipes, couplings, pumps, electrical installations and appurtenances (the “Sewer Facility”) on the Parcels in the area shown on the Plan as “Easement B – 30’ Wide Sewer and Trail Easement” (the “Easement B Area”); “Easement C – 30’ Wide Sewer Easement” (the “Easement C Area”); and “Easement D – 30’ Wide Sewer Easement” (the “Easement D Area” and together with the Easement B Area and the Easement C Area, the “Easement Area”).

5. Following the installation of the Sewer Facility, title to the Sewer Facility as well as the approximately 9.38 acres of land depicted on the Plan as “Open Space – To Be Conveyed to Town of Old Orchard Beach” will be conveyed by Seacoast to the Town (the “Future Town Parcel” and together with the Existing Town Parcel, the “Town Parcel”).

6. To that end, the Parties have agreed to exchange certain easements and privileges in connection with the Sewer Facility.

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

1. Sewer Easement. Seacoast hereby grants and conveys to The Town, and its agents and contractors, a perpetual non-exclusive easement for the use, maintenance, repair, and replacement of the Sewer Facility over, under and across the Easement B Area and the Easement C Area, including the right to enter into Easement B Area and the Easement C Area from time to time with vehicles, personnel and equipment in order to perform maintenance, repair and/or replacement of the Sewer Facility and to trim, clear, cut down and remove vegetation to such extent as in the judgment of the Town is reasonably necessary or appropriate for any of the above described purposes, as deemed necessary by the Town (the "Sewer Easement"). The Sewer Easement is to be held in gross by the Town and, at the option of Town, may be further transferred and/or assigned in whole or in part by Town as rights held in gross without any need for consent, it being the specific intent of the parties that such Easements may be transferred to any successors or assignees of Town and/or to those parties to whom Town may further and separately assign such rights, whether or not such rights may be held in common with the town and/or others to whom Town may grant like rights. Seacoast reserves all rights of ownership in and to the Seacoast Parcel which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over or across the Seacoast Parcel, the right to use the Seacoast Parcel for all uses not interfering with the use permitted the Town hereunder.

2. Temporary Construction Easement. The Town hereby grants and conveys to Seacoast a temporary easement over, under and across the Easement D Area to enable workers, construction equipment, and materials to enter onto the Easement D Area, in order to facilitate the construction and installation of the Sewer Facility and a walking trail (the "Temporary Construction Easement"), provided such activities shall be confined to those as are consistent with the purpose of the Sewer Facility and shall not unreasonably interfere with the Town's use or enjoyment of the Existing Town Parcel. Seacoast shall at all times exercise caution to prevent damage and disruption to the Existing Town Parcel. Upon the conclusion of any construction, maintenance or repair work, Seacoast shall remove or cause to be removed all debris, machinery, and equipment and shall return the Existing Town Parcel, as applicable, as closely as reasonably possible to its condition immediately prior to Seacoast's activities. The Temporary Construction Easement granted herein shall automatically expire and be of no further force and effect upon written notice from Seacoast to the Town at the address set forth above that Seacoast has completed all construction activities in connection with the Sewer Facility and the Town has accepted title to the Sewer Facility. At any time following the giving of such notice by Seacoast and acceptance by the Town, and upon request of the Town, Seacoast shall execute and deliver to the Town an instrument, reasonably acceptable to the Town and in recordable form, evidencing the completion of Seacoast's construction activities in connection with the Sewer Facility and the termination of the Temporary Construction Easement. The Town reserves all rights of ownership in and to the Existing Town Parcel which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over or across the Existing Town Parcel, the right to use the Existing Town Parcel for all uses not interfering with the use permitted Seacoast hereunder.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the parties, their successors and assigns forever.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Easement and Maintenance Agreement to be executed as of the day and year first written above.

Seacoast Land Acquisitions, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Jason Labonte, Member

STATE OF MAINE  
York, ss

\_\_\_\_\_, 2024

Personally appeared the above named Jason Labonte, Member of said Seacoast Land Acquisitions, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me, \_\_\_\_\_  
Notary Public/Maine Attorney-At-Law  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
My Commission Expires

[Signatures Continue on Following Page]

The Town of Old Orchard Beach

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Diana Asanza, its Town Manager, duly  
authorized

STATE OF MAINE

York, ss

\_\_\_\_\_, 2024

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

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney-At-Law

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
My Commission Expires

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(space above is reserved for recording information)

**QUIT CLAIM EASEMENT DEED**  
**Maine Statutory Short Form**

***KNOW ALL PERSONS BY THESE PRESENTS***, That, **SEACOAST LAND ACQUISITIONS, LLC**, a Maine Limited Liability Company (the “Grantor”), having a mailing address of 57 Smutty Lane, Saco, Maine 04072, for consideration paid, grants to **THE TOWN OF OLD ORCHARD BEACH**, a body politic and corporate (the “Grantee”), having a mailing address of \_\_\_\_\_, Old Orchard Beach, Maine, 04064, with ***QUITCLAIM COVENANT***, an interest in certain land situated in Old Orchard Beach in the County of York and State of Maine, and being the following perpetual easements (collectively, the “Easements”):

(i) A perpetual easement for the construction, maintenance, repair and replacement of a non-exclusive pedestrian walking trail (the “Trail”) for use by the general public in common with the within Grantor, its successors and assigns on and over those premises shown and depicted on plan entitled “Condominium Plat Plan” prepared by Atlantic Resource Consultants dated May 8, 2024 and recorded in the York County Registry of Deed in Condo Book 1055, Page 1 (the “Plan”) as: (i) “Easement B 30’ Wide Sewer and Trail Easement” (the “Easement B Area”); (ii) “Easement A 10’ Wide Trail Easement Following Centerline of Constructed Trail” (the “Easement A Area”); together with a limited right of entry by the grantee with such machinery and equipment as may be necessary to accomplish the purposes of this grant. The Easement A Area and Easement B Area are more particularly bounded and described in Exhibit A attached hereto and made a part hereof and being designated as “Easement A- 10’ wide trail easement”, “Easement B-30’ wide sewer and trail easement” respectively.

(ii) The exclusive easement for the parking (the “Parking Easement”) of vehicles on, over, across, and along those certain thirteen (13) parking spaces (the “Parking Spaces”) depicted as the “Public 8 Parking Spaces” and “5 Public Parking Spaces” on the on the Plan (hereinafter, the “Parking Easement Area”) for use by the general public in connection with use of the Trail. Grantor shall not be responsible for any damage or loss to vehicles or personal property belonging to any person using any of the Parking Space.

(iii) A nonexclusive right of way and easement for the passage and accommodation of persons vehicles at any and all times, on, across and through the common roads (including Sugar Bush Lane and Black Bush Lane) and sidewalks shown on the Plan to access the Trail and the Parking Easement Area to and from E. Emerson Cummings Boulevard.

The initial responsibility for the creation of the Trail shall lie with Grantor and the same shall be constructed and improved in accordance with the requirements of the Old Orchard Planning Board in connection with the application and approval for The Forest Condominium. Once completed and accepted by the Grantee, the obligation for the

maintenance, repair and replacement of the walking trail and its components shall lie with the Grantee. This right shall include the right to improve the surface of the Trail with pavement or other materials. Grantee shall also have the right to post signs to regulate the use of the Trail, to provide for public safety, and to provide educational information and/or directions.

As a condition of the use of the pedestrian trails created pursuant to approvals from the Town of Old Orchard Beach there shall be no public parking in the streets and ways shown on the above referenced Plan except in the Parking Spaces. By the acceptance of delivery and recording hereof, the Grantee agrees with the Grantor that the above limited use of the Easements is a recreational activity as defined in 14 MRS Section 159-A (1)(b).as said statutes may be amended, and any successor provisions thereof, and each of Grantor and Grantee claims statutory immunity from liability thereunder. Nothing herein shall constitute a waiver by Grantee of any of the provisions, protections, defenses or limitations under the Maine Tort Claims Act, 14 M.R.S. §8101 et seq., nor any principle of sovereign immunity.

The Easements are to be held in gross by the Grantee and, at the option of Grantee, may be further transferred and/or assigned in whole or in part by Grantee as rights held in gross without any need for consent, it being the specific intent of the parties that such Easements may be transferred to any successors or assignees of Grantee and/or to those parties to whom Grantee may further and separately assign such rights, whether or not such rights may be held in common with Grantee and/or others to whom Grantee may grant like rights.

Being an interest in land conveyed to Seacoast Land Acquisitions, LLC by deed of \_\_\_\_\_ dated \_\_\_\_\_ and recorded in York Registry of Deeds in Book \_\_\_\_\_, page \_\_\_\_\_.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seacoast Land Acquisitions, LLC, has caused this instrument to be signed in its name and behalf by Jason Labonte, its Member, thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2024.

Seacoast Land Acquisitions, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Jason Labonte, Member

STATE OF MAINE

York, ss \_\_\_\_\_, 2024

Personally appeared the above named Jason Labonte, Member of said Seacoast Land Acquisitions, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me, \_\_\_\_\_  
Notary Public/Maine Attorney-At-Law

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
My Commission Expires



## **AGENDA ITEM #8652**

**Discussion with Action:** Re-appoint Kim McLaughlin as Registrar of Voters, term to expire 12/31/26.

Chair: Shawn O'Neill

### **AGENDA ITEM #8653**

**Discussion with Action:** Approve the line item transfer of \$20,246 from account # 20197-50330 Debt Service Equipment Replacement with a balance of \$30,763.30 and \$24,104 from account 52002-50919 CIP Public Safety Power Lift with a balance of \$31,500 to account 52002-50861 CIP Public Safety SCBA Equipment with a balance of \$7,366.86 for the purchase of a Bauer Vertecon Legacy 10 HP compressor SCBA Filling station for \$44,350.

Chair: Shawn O'Neill



## Old Orchard Beach Fire Department

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### INTEROFFICE MEMORANDUM

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**TO:** DIANA ASANZA, TOWN MANAGER  
JORDAN MILES, FINANCE DIRECTOR

**FROM:** JOHN GILBOY III, FIRE CHIEF

**SUBJECT:** REPLACEMENT OF SCBA CASCADE SYSTEM

**DATE:** NOVEMBER 4<sup>TH</sup>, 2024

**CC:** CLIFTON WHITTEN, DEPUTY FIRE CHIEF

---

**Background:** This memo is to recommend the approval of the replacement of our current 20+ year old SCBA Compressor and fill-station. As approved in the FY25 CIP budget, we have undertaken a request for quote process to replace our aging system. Issues identified by our service provider relating to obsolete parts caused us to pursue replacement. This unit has served us well for over 20 years and has achieved its life expectancy. Unfortunately, any breakdown involving the computerized control system can no longer be repaired due to discontinuation of parts. Initially quotes were sought for complete replacement of all components including storage cylinders and re-wiring of three phase electrical systems. After meeting with different vendors and our contracted electrician it was determined that the storage cylinders are in good working order and only require hydro testing. The electrical system does not require any significant upgrades, only minor modifications and hook up to the new unit. Additionally, the selected compressor and fill station will fit in the same foot print as the current system which finds additional savings.

**Process:** Locally there are several vendors representing SCBA compressor and fill station brands. We met with and solicited from our trusted vendor network and identified three options to move forward and received the following three quotes on identical, or comparable systems.

**Results:** The following 3 quotes were received:

1. Industrial Protection Services LLC (IPS): Bauer Vertecon Legacy 10 HP Compressor with 3 position fill station, accessories, installation and shipping: \$44,350.00
2. Fire Tech & Safety (FT&S): Bauer Vertecon Legacy 10 HP Compressor with 3 position fill station, accessories, installation and shipping: \$45,250.00
3. Harrison Shrader Enterprises (HSE): Pivotair 6000 psi, 4 stage, 10 HP Compressor, Revolveair AutoCascade, 4 bank cascade, accessories, installation, and shipping: \$63,800.00

Recommendation: We recommend the purchase of the Bauer Vertecon Legacy 10 HP Compressor with 3 position filling station, accessories, installation and shipping from Industrial Protection Services LLC (IPS) for \$44,350.00. Additionally, we recommend the purchase of a three-year service plan from IPS at an expense of \$1,000 per year for a total of \$3,000.00. As well as an additional American Airworks SCUBA Adapter at cost of \$116.00 for a total project expense of \$47,466.00

We look forward to your approval to proceed with this item as a discussion with action item on the next available Town Council agenda.

**Discussion with Action:** Award a contract to IPS in the amount of \$47,466.00 for the purchase and installation of a SCBA Cascade and fill station from CIP account XXXX-XXXX

## **AGENDA ITEM #8654**

**Discussion with Action:** Adopt the Personnel Policy Manual as required by Charter Section 502.8 with additions to Article VII Section 7-9 section B to add language regarding the Paid Family Medical Leave to be in compliance with State of Maine Law.

Chair: Shawn O'Neill

## **ADJOURNMENT**

Chair: Shawn O'Neill

# TOWN OF OLD ORCHARD BEACH MUNICIPAL EMPLOYEES

## PERSONNEL POLICIES AND PROCEDURES

Amended November 19, 2024

Town Council reviewed and adopted the Personnel Policy Manual as required by Charter Section 502.8, on November 19, 2024, and adopted with changes to Article VII Time off from Work-Section 7-9 Maine Family Medical Leave, Section B Maine Paid Family Medical Leave .



*Memories Start Here*

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## ARTICLE I. PURPOSE, DEFINITIONS AND APPLICATION

### **Sec. 1-1 Purpose**

The general purpose of this policy is to establish a system of personnel administration that meets the social, economic and program needs of the Town of Old Orchard Beach. This policy includes personnel policies, procedures, and conditions of employment.

### **Sec. 1-2 Definitions**

"Appointing Authority" means the Town Manager when not covered by other provisions in the Town Charter.

"Town" means the Town of Old Orchard Beach, Maine.

"Employee" means any person appointed to a regular, non-elected, position by the Town Manager or the Town Council.

### **Sec.1-3 Application**

Each employee shall be furnished with a copy of the Personnel Policies and Procedures. These Personnel Policies and Procedures do not constitute a contract of employment and may be amended by the Town Council at any time. It shall be the responsibility of all employees to acquaint themselves thoroughly with material in these Personnel Policies and Procedures and any subsequent revisions.

These Personnel Policies and Procedures shall govern the employment of all Town of Old Orchard Beach personnel except in those instances where employees subject to an employment contract or a Collective Bargaining Agreement are subject to different policies pursuant to that Agreement, in which instances the policies of the employment contract, or a Collective Bargaining Agreement shall prevail.

## ARTICLE II BEGINNING EMPLOYMENT

### **Sec. 2-1 Equal Employment Opportunity**

The Town of Old Orchard Beach is an equal opportunity employer. All applicants and employees shall receive equal employment opportunities, and the Town shall make employment decisions without regard to religion, sex, sexual orientation (including gender identity and expression), race, color, ancestry or national origin, age or physical or mental disability, Veteran status, or status as

a whistleblower. The Town shall employ, without discrimination, the best qualified persons who are available at the salary levels established for each position, first preference being given to citizens of the Town, all other factors being equal.

### **Sec. 2-2 Recruitment**

The character of the recruitment and selection process for all Town positions will vary with the position. There shall be as wide and practicable a search as possible, during the time limits allowed to fill the position. This may include advertising, open competitive examination, contact with State and other employment offices and other appropriate methods. The Town Manager or another appointed authority shall have the duty to seek out the most qualified employees for the Town. Citizens of Old Orchard Beach shall receive first preference for the position, all other factors being equal among the candidates. In all cases, the Town will provide notice of available positions to all employees by posting job openings at all job sites.

### **Sec. 2-3 Anti-Nepotism**

Immediate family members of any department head may not be employed to work in that department. "Immediate family" means parents, spouse, domestic partner, brother, sister, child, stepchild, stepparents, adopted child, grandmother, grandfather, mother-in-law, father-in-law, son-in-law and daughter-in-law.

### **Sec. 2-4 Physical Exams**

The Town may require, depending upon the position (i.e. police, fire, etc.), that applicants or employees applying for a new position of employment receive a physical examination as a condition of employment. The Town shall have the right to choose the physician who will conduct the exam. The Town shall pay for all medical costs associated with the physical examination.

### **Sec. 2-5 Immigration Law Compliance**

In compliance with the Immigration Reform and Control Act of 1986, the Town is committed to employing only those individuals who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. All new employees, as a condition of employment, will be required to complete the Employment Eligibility Verification Form I-9 and must present documentation establishing identity and employment authorization.

This form must be completed within 3 days of your start date. Failure to comply with this requirement will result in termination of employment.

## **Sec. 2-6 Probationary Status of Employment**

Any full or part-time employee appointed to a regular position shall be considered a probationary employee for the first 180 days of employment, except in the case of law enforcement officers, who shall complete an employment probationary period that lasts one year after graduation from the Maine Criminal Justice Academy or the date the Board waives the basic requirement. During the probationary period, any unpaid break in service lasting longer than two weeks except for military leave shall not be credited towards the 180 days probationary period. Every employee must complete the probationary period prior to becoming a regular employee.

During the probationary period, the department head, with the Town Manager's approval, 'may remove an employee for any reason, including a determination that the employee is unable or unwilling to perform required duties, has a poor attitude towards the job, co-workers or the public or has unsatisfactory work habits.

Prior to completing the probationary period, an employee shall receive a written evaluation from the department head, which shall become a part of the employee's personnel file. Any employee who successfully completes the probationary period shall transfer to regular status, and is subject to removal for cause, after notice and hearing.

## **ARTICLE III NON-DISCRIMINATION**

### **Sec. 3-1 Non-Discrimination and Anti-Harassment Policy**

The Town is committed to providing a workplace that is free from discrimination and discriminatory harassment. It is a violation of Town policy and/or state and federal law for any employee to discriminate against or harass another employee based on race, color, religion, national origin, ancestry, age, sex, sexual orientation (including gender identity and expression), physical or mental disability, veteran status, or status as a whistleblower, and for any supervisory employee to permit any such act of harassment in the workplace by anyone, whether or not an employee.

Any employee of the Town who believes that he or she has been discriminated against in employment on the basis of race, color, religion, national origin, ancestry, age, sex, sexual orientation, physical or mental disability, veteran status, or status as a whistleblower, or has been harassed on that basis, must report the behavior to the Director of Human Resources or to the Town Manager. The Town takes allegations of discriminatory treatment very seriously. The Town

will investigate every allegation of discrimination promptly and take whatever action is necessary to stop discrimination and remedy any effects of discrimination. Any employee who believes that he or she has been harassed or discriminated against in any way should follow the "Internal Complaint Procedure" set forth below.

### **Definition of Sexual Harassment**

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

### **Description of Sexual Harassment**

The following type of conduct is considered sexual harassment and is not permitted: A. Physical assaults of a sexual nature such as:

- 1) rape, sexual battery, molestation or attempts to commit these assaults; and
- 2) intentional physical conduct which is sexual in nature; such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.

B. Unwanted sexual advances, propositions, or other sexual comments, such as:

- 1) sexually-oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience directed at or made in the presence of any employee who indicates or has indicated in any way that such conduct in his or her presence is unwelcome;
- 2) preferential treatment or promise of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward; and
- 3) subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of that employee's job more difficult because of that employee's sex.

C. Sexual or discriminatory displays of publications anywhere in the workplace by employees, such as:

- 1) displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic, or bringing into the work environment or possessing any such material to read, display or view at work. A picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to or ordinarily accepted for the accomplishment of routine work in and around the Town and who is posed for the obvious purpose of displaying or drawing attention to private portions of his or her body.
- 2) reading or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- 3) displaying signs or other materials purporting to segregate an employee by sex in any area of the workplace (other than restrooms and similar semi-private lockers/changing rooms).

### **Internal Complaint Procedure**

Any employee who believes he or she has been the subject of discriminatory harassment should report the incident or act immediately to their Department Head or to the Director of Human Resources or the Town Manager. The Town will promptly investigate all complaints. Each employee alleging discriminatory harassment will be requested, but not required, to put the specifics in writing. All information will be held in confidence to the extent possible and will be discussed only with those who have a need to know in order to either investigate or resolve the complaint. Any employee who the Town determines has engaged in discriminatory harassment will be promptly disciplined. Disciplinary measures may consist of suspension or termination depending upon the severity of the offense.

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

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

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

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

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

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

### **Sec. 3-3 Lactation Break**

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

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

## **ARTICLE IV CONDITIONS OF EMPLOYMENT**

### **Sec. 4-1 Employment Classification**

**Regular full-time employees** work the standard work week (usually 37 or 40 hours) and are hired for an indefinite period of time, unless otherwise provided by agreement of the parties. Such employees may be exempt or non-exempt, based on the federal Fair Labor Standards Act criteria. Non-exempt employees are paid on an hourly basis and are eligible for overtime pay; exempt employees are paid on a salaried basis and are not eligible for overtime pay. Regular full-time employees are eligible for employee benefits in accordance with this policy.

**Regular part-time employees** work fewer hours than the standard work week for their department and are hired for an indefinite period of time. Part-time employees may be eligible for employee benefits depending on the number of hours per week they work.

**Temporary employees** may work full-time or part-time for a limited period, usually less than six months. Temporary employees are not eligible for employee benefits.

**Per-diem employees** are administrative, service and/or support employees who are not on a Department's regular work schedule and who are scheduled to work on an "as needed" basis. Work may be scheduled by the Department prospectively but should be considered as "elected and accepted" by the employee. The "election" of a work schedule may vary based on the individual's availability and the availability of open shifts. The employee is essentially a freelance employee, who sets their availability with the Department based on the days they elect to work and where. A Department may not assume the availability of a Per-diem employee for a given schedule and the Per-diem employee may not assume that hours of work will be offered for a given schedule. Per-diem employees are not eligible for employee benefits.

#### **Sec. 4-2 Work Schedules - Standard Work Hours**

Due to the variety of services provided by the Town, there are variations in the hours and days of work per week within different departments. The hours of work, the starting and stopping time, and lunch periods will be established within each department with the Town Manager's approval. Hours of work, starting and stopping time, and lunch periods may be changed by the department head subject to approval by the Town Manager.

Salaried employees exempt from overtime shall accomplish work assigned to the position regardless of the hours required. This policy will be applied within reason. It is the responsibility of each department head to ensure that the department's work hours are adhered to by all employees.

#### **Sec. 4-3 Attendance and Lateness**

Employees shall be at their respective places of work according to their department schedule expectations. It is the employee's responsibility to inform his/her department head of an unavoidable absence, such as illness, prior to the start of the work day and each day thereafter. If



he/she expects to be late, the employee must contact his/her department head to inform that he/she will be late and at what time he/she plans to arrive.

#### **Sec. 4-4 Outside Employment**

A Town employee may engage in outside employment providing the employment does not interfere with the proper and effective performance of his/her primary Town duties, result in a conflict of interest or the appearance thereof or subject the Town to public criticism or embarrassment.

#### **Sec. 4-5 Confidentiality Policy**

During the course of their duties, employees of the Town of Old Orchard Beach are often privy to sensitive and confidential information. Examples of this include, but are not limited to, labor relations and personnel actions. The Town expects any employee with access to such information to respect the confidential nature of the matter.

#### **Sec. 4-6 Policy on Workplace Threats and Violence**

The safety and security of employees of the Town of Old Orchard Beach, and also the public which conducts business in the various municipal buildings, is of paramount importance to the Town. Therefore, threats, threatening behavior or acts of violence against or by employees, visitors, guests or other individuals on Town property will not be tolerated. Violations of this policy may lead to disciplinary action of employees, which may include dismissal and may lead to arrest and prosecution of employees or others.

Any person who makes threats, exhibits threatening behavior or engages in violent acts on Town property will be removed from the premises as quickly as safety permits. The Town will initiate any actions necessary to ensure that employees and the public are safe on Town property.

All Town personnel are responsible for notifying the Director of Human Resources of any threats that they have witnessed, received or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed that they regard as threatening or violent when that behavior is job-related or might be carried out on a Town-owned site, or is connected to Town employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person and persons who were threatened or

were the focus of the threatening behavior. If the Director of Human Resources is not available, personnel should report the threat to their supervisor or to the Town Manager.

#### **Sec. 4-7 Drug and Alcohol-Free Workplace**

Purpose:

To meet its responsibilities to employees and the public, the Town must maintain a healthy, productive and safe workplace free from the effects of alcohol, marijuana, prescription medication or drug abuse. Misusing or abusing controlled substances on the job is prohibited, as is selling, manufacturing, distributing, possessing, using, or being under the influence of illegal substances on the job. The Town has established a drug-free workplace program that balances respect for individuals with the need to maintain an alcohol and drug-free environment.

##### Covered Workers

Any individual who conducts business for the Town, is applying for a position or is conducting business on the Town's property is covered by the drug-free workplace policy. The policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees and volunteers.

##### Applicability

The drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the Town. Therefore, this policy applies during all working hours, whenever conducting business or representing the Town, while on call, paid standby and while on Town property.

##### Drivers with Commercial Driver's License

Drivers who are subject to Department of Transportation regulations will be required to undergo testing for alcohol and controlled substances prior to being permitted to drive. Tests will be conducted before an employee is initially assigned to driver responsibilities; additionally, drivers may be subject to "reasonable suspicion" testing and random testing, as well as testing conducted following an accident. No driver will be allowed to drive or continue driving unless the results of all tests are negative. All Commercial Drivers are required to enroll in the Federal Motor Carrier

Safety Association (FMCSA) Drug & Alcohol Clearinghouse and allow a full query prior to hiring and are required to allow limited queries annually. (<https://clearinghouse.fmcsa.dot.gov/>)

### Prohibited Behavior

It is a violation of the drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, marijuana, illegal drugs or intoxicants or be under the influence of alcohol, marijuana, illegal drugs or intoxicants. While at work, employees may also not be under the influence of drugs (illegal, recreational, or prescription) which impair their ability to perform the essential functions of the job or which threaten safety.

### Notification of Convictions

Any employee who is convicted of a criminal drug violation must notify their Department Head and the Human Resources Office in writing within five calendar days of the conviction. The Town will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

### Consequences

One of the goals of the drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation that fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

### Prescription Medications

The legal use of prescription medications is permitted on the job only if such use does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner

that does not endanger the employee or others. If employees are taking prescription medication that may affect their work performance, they are required to inform their supervisor of that fact.

### Assistance

The Town of Old Orchard Beach recognizes that alcohol and drug abuse and addiction are treatable illnesses, and that early intervention and support improve the success of rehabilitation. To support employees, the drug-free workplace policy does the following:

- (1) Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- (2) Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- (3) Offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

### Confidentiality

All information received by the Town through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

### Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

Employees shall not report to work or be subject to duty while their ability to perform job duties is impaired due to use of alcohol or drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

#### **Sec. 4-8 Political Activity**

Employees may seek or accept nomination or election to any office in the Town government while employed by the Town, provided that no person may hold elective office while employed by the Town. Therefore, any employee elected to any Old Orchard Beach Town Office shall resign from employment prior to taking office. During the course of their employment, employees shall refrain from using their influence publicly in any way for, or against any candidate seeking elective office in the Town government. Town employees shall not work at the polls on behalf of any candidate, political party or any ballot proposal, circulate petitions or campaign literature for elective Town officials, or be in any way concerned with soliciting or receiving subscriptions, contributions, or political service from any person for any political purpose pertaining to the Town government. This rule is not to be construed to prevent Town' employees from becoming, or continuing to be members of any political organization, from attending political meetings, from expressing their views on political matters, or from voting with complete freedom in any municipal, state or national election.

#### **Sec. 4-9 Electronic Communications Systems Policy**

The Town of Old Orchard Beach understands the important role that various electronic communications systems, including electronic mail (e-mail), voice mail, and Internet access can play in keeping our business competitive and efficient. However, to protect the confidentiality of information and to ensure the secure, appropriate and legal use of electronic communications by our staff, all staff must adhere to the Town's Electronic Communication Systems Policy. As such, all Town employees, and contractors and vendors with access 'to the Town's electronic communication systems, are responsible for following appropriate steps to ensure electronic communication) is secure.

#### ***Procedure***

##### *Appropriate Business Use of Electronic Communications*

Employees of the Town may have access to and use of various electronic communications systems in the workplace. Electronic communications should be used primarily for official Town business. Limited personal use may be made of electronic communications, but personal use must not be excessive, unreasonable, or interfere with a staff member's work (e.g., used during work time). All uses of electronic communications must be appropriate for use in a business environment.

Employees who are provided access to the Town's e-mail system are strictly prohibited from creating, distributing, or soliciting messages or transmissions that contain inappropriate, unprofessional, offensive, or harassing comments, sexually oriented messages or images, communications that constitute slander, defamation, or unlawful trade disparagement of management, employees, customers, clients, vendors, or any other person or entity. Items such as jokes, "top ten lists," chain letters, solicitation for commercial ventures, religious or political causes, outside organizations, or other non-business-related solicitations are prohibited.

#### Monitoring and Review of Electronic Communications

All information and messages sent and received are the property of the Town. All information traveling over the Town's computer network that has not been specifically identified as property of other parties will be treated as though it is a Town corporate asset. Messages are not the property of employees and all messages generated on or handled by electronic communications systems, including back-up copies, are considered the property of the Town and are not considered private documents. The use of passwords does not create any privacy rights in the contents of electronic communications. The Town may monitor or review the electronic communications of any staff member at any time, for whatever reason, including, but not limited to, business-related reasons, system maintenance, preventing illegal activity, and guarding the rights or property of the Town. Monitoring will be done only by authorized Town staff. The Town may disclose the contents of any electronic communications for any lawful purpose.

Staff of the Town should be aware that information sent via electronic communications is susceptible to unlawful interception. Therefore, staff should avoid sending confidential or proprietary Town information in an electronic communication without the express authorization of their supervisor.

Further, it is the policy of the Town to prohibit unauthorized access, disclosure, distribution, modification, diversion, destruction, loss, misuse, or theft of information. It is the policy of the Town to protect information belonging to third parties that has been entrusted to the Town in confidence in accordance with applicable contract and industry standards.

Use of the electronic communications system is subject to all Town policies, including, but not limited to, policies on personal business, Town equipment, confidential information, and illegal

harassment. Violation of the Town's Electronic Communication Systems Policy by a staff member may result in discipline up to and including termination of employment.

#### Systems Security

All employees are expected to maintain a secure environment for the Town's electronic systems, software, and services. Use of computer software and other copyrighted materials will be in accordance with licensing agreements and applicable copyright laws.

Employees will protect all electronic systems equipment and software from inadvertent introduction of viruses by not downloading software from public bulletin boards and by not installing unauthorized software of any type unless previously approved.

#### Responsibility

It is the responsibility of each member of management, from the Town to all first-line supervisors; to give this policy full support. In addition, it is the responsibility of each employee of the Town to adhere to the practices regarding electronic systems belonging to the Town.

### **Sec. 4-10 Workplace Smoking Policies**

The Town restricts smoking to outside areas designated as smoking areas. Each building shall have an outside-designated area. See Attachment A

### **Sec. 4-11 Reporting of Injuries and Workers' Compensation Procedures**

When an on-the-job accident occurs, the affected employee is to report it immediately to his or her direct supervisor or department head. The department head shall notify the Director of Human Resources within 24 hours of the injury or on the following work day of the accident.

Medical bills, when received by either the department or employee are to be forwarded immediately to the Director of Human Resources Office. Medical bills are paid without any waiting period. The Town remains responsible for employee compensation for the first three days of absence. This will be charged to employee sick leave; between four and thirteen days, the insurance carrier provides compensation; fourteen days and over, all compensation is retroactive to day one by the insurance carrier and the employee's sick leave shall be credited back to the

Town upon payment by the employee to the Town for the three days. In some instances, Workers' Compensation payments may be delayed. If this occurs, the Town will continue to pay the employee by charging his/her time to sick leave, which the employee must buy back from the compensation paid by the insurance carrier.

If a worker is receiving Workers' Compensation, he/she must continue to pay his/her share of life and medical insurance.

#### **Sec. 4-12 Receipts of Gifts**

All Town employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan, or any other item of monetary value from any person within or outside Town employment, whose interests may be affected by the employee's performance or Nonperformance of his/her official duties. Acceptance of nominal gifts, such as food and refreshments in the ordinary course of business meetings, or unsolicited advertising or promotional materials such as pens, note pads, calendars, etc., is permitted.

#### **Sec. 4-13 Use of Town Property**

Employees shall not, directly or indirectly, use or allow the use of Town property of any kind for other than official activities.

#### **Sec. 4-14 Strikes and Slowdowns Prohibited**

In view of the prohibitions stated in 26 M.R.S.A. Chapter 9-A, and the public nature of Town functions which cannot be subjected to interruption without widespread inconvenience and harm to the general public, the Town does not and will not recognize the right of any employee or group of employees to engage in, encourage, sanction, support, or suggest any strikes, slowdowns, work stoppage or similar actions which would involve suspension of or interference with the normal work week of the Town Departments. Accordingly, any employee who shall participate in the above-named actions shall be subject to dismissal for cause from Town employment.

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

An employee may resign from Town service in "good standing" upon the submittal of a written notice to the Department Head fourteen (14) calendar days in advance of the last day of actual work. Failure of a resigning employee to comply with this rule may be cause for denying future employment with the Town. The Town Manager may permit a shorter period of notice if extenuating circumstances exist. A statement should accompany the resignation by the



department head as to the resigning employee's service performance and pertinent information concerning the cause of resignation. The effective date of the employee's termination with the Town is considered to be the last day actually worked.

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE V. EMPLOYEE CONDUCT AND DISCIPLINE**

**Sec. 5-1 Employee Conduct**

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

**Sec. 5-2 Progressive Discipline**

The Town has a policy of progressive discipline of employees, which means that repeated instances of poor job performance or misconduct will be subject to progressively more severe sanctions, which may include oral or written warnings, counseling, and suspension with or without pay, demotion or termination. Progressive discipline does not mean that the initial disciplinary response to unsatisfactory job performance or misconduct will always be the same. Serious job performance problems or misconduct such as, but not limited to, dishonesty, violence or theft may result in more severe disciplinary sanctions, up to and including dismissal, even on the first occurrence.

When in the judgment of the appointing authority, whether a department head or the Town Manager, an employee's work performance or conduct justifies disciplinary action, the employee may be disciplined. Consideration shall be given to the severity of the performance problem or misconduct and prior disciplinary sanctions, in any, against the employee prior to imposing any discipline. Repeated misconduct or continuing performance problems may be considered cumulative, and subject to progressively more severe discipline, even if the conductor. Performance problems vary in nature or severity.

Except in cases of emergency, no employee may be suspended by a department head until the Town Manager ratifies the decision. No employee shall be suspended for more than three days

without first being given an opportunity to discuss the incident or incidents underlying the suspension with either the Town Manager or department head, whoever initiated the suspension.

Any employee who has been disciplined pursuant to this section shall have access to the grievance procedure outlined in Sec. 5-4.

### **Sec. 5-3 Disciplinary Dismissals**

An employee may be dismissed from cause whenever in the judgment of the appointing authority the employee's work or misconduct so warrants. Prior to making a final decision to demote or dismiss an employee, the department head or Town Manager (whoever is the appointing authority) shall inform the affected employee of the action under consideration, along with the reasons therefore, and shall provide the employee an opportunity for an informal meeting to discuss the employee's version of the events and circumstances at issue. Prior-discussion with the employee is not required when in the judgment of the department head or Town Manager the employee's conduct or job performance creates an immediate threat of injury to the employee, any other Town employee, or members of the public, provided that the employee shall be treated as suspended with pay until such time as an opportunity for an informal meeting is offered. Removal of an employee appointed by a department head shall be subject to ratification by the Town Manager and removal of an employee appointed by the Town Manager shall be subject to ratification by the Town Council.

An employee who has been dismissed by a department head shall have access to the grievance procedure outlined in Sec. 5-4.

### **Sec. 5-4 Grievance Procedure**

Regular and effective communication between supervisors and staff members reduces the opportunity for misunderstanding and conflict. The Town expects and encourages supervisors and staff to communicate openly, on a regular basis, to create and maintain a positive work environment. The employee grievance procedure is designed to accommodate employees a fair and equitable process for an unresolved dispute related to conditions of employment.

All employees aggrieved because of some condition of their employment, including disciplinary action, are eligible to utilize this process. Complaints concerning allegations of discrimination or harassment should be made pursuant to the procedures set forth in Sec. 3.1.

### **Procedure**

All time frames and other procedural requirements must be adhered to unless an extension or exemption is granted by the Town Manager. If the grievant fails to respond within the specified time frames the grievance may be dismissed. If the respondent fails to respond within specified timeframes, he/she may be subject to disciplinary action and the grievance will go to the next step.

### **Step 1**

To initiate the grievance, the grievant must file a written grievance with his/her supervisor or department head within (5) working days of the date he/she knew or should have known of the event giving rise to the grievance.

### **Step 2**

The respondent must meet with the grievant to discuss the grievance and provide him/her with a written response addressing each issue raised within five working days of receiving the written grievance.

### **Step 3**

If the grievant is dissatisfied with the supervisor's or department head's decision, the individual may form a written appeal to the Town Manager within three working days of receiving the written decision. The Town Manager will then respond with a written decision within five working days. The Town Manager's decision is final and binding.

## **ARTICLE VI EMPLOYEE COMPENSATION AND ADVANCEMENT**

### **Sec. 6-1 Overtime and Compensatory Time**

Hourly employees generally will be compensated for overtime work at a rate of one and one-half times their established hourly rate for hours worked in the excess of forty (40) hours in one work week. The Town may offer employee's compensatory leave on the basis of one and one-half hours of compensatory time per overtime hour worked provided that the employee agrees in advance in writing to receive the compensatory time off in lieu of overtime pay. Employees may not accrue compensatory leave in excess of 12 hours.

In the event an employee works on a holiday, the employee shall be compensated for the time worked at the rate of one and one half the normal rate. In addition, the employee shall receive his or her holiday pay.

The Town makes every reasonable effort to distribute overtime equally among employees and their respective departments.

#### **Sec. 6-2 Evaluation of Performance**

Each regular employee shall be evaluated on an annual basis. The purpose of the evaluation is for the supervisor to assess the strengths and weaknesses of the employee. The Town Manager will use the evaluation to aid in consideration of salary increases, promotions, disciplinary action, training programs and other related personnel activity.

#### **Sec. 6-3 Merit Salary Increases**

Based upon work performance, the Town Council, upon recommendation of the Town Manager and Department Head, may authorize merit salary increases beyond any so-called cost of living adjustments or general pay increases.

#### **Sec. 6-4 Promotions**

The Town shall provide every employee an opportunity to advance in his/her respective career, consistent with the overall needs of the Town. All other factors being equal, current employees will receive first consideration for filling a vacancy. The municipality recognizes however, that the community may benefit from recruiting outside the ranks of the Town.

#### **Sec. 6-5 Training and Education**

Educational training programs for employees not only improve the employee's overall ability to function more efficiently, but training also contributes to the municipality's effectiveness. It shall be the responsibility of the Town Manager to provide employees a reasonable opportunity to receive education through either internal or external training methods.

If an employee takes the initiative to enroll in an educational or vocational course that is directly related to his/her position, he or she will receive half-tuition-reimbursement up to \$1000 per fiscal year if the following requirements are met: 1) the employee earns a C average in the course and 2) the Department Head pre-approves the course. Employees must attend classes offered after normal working hours.

**Sec. 6-6 Clothing Allowance for Maintenance**

Such attire shall include appropriate OSHA approved footwear, trousers (jeans that present a workman like appearance are acceptable), and non-logoed shirts.

The Town will provide up to two hundred fifty dollars (\$250) per year for the purchase of the above-mentioned attire. Maintenance and care of the attire will be at the expense of the employees.

The Town will provide purchase orders for the employees to use in participating merchant stores for the purchase of the above mention footwear and clothing. Items purchased through the Town’s purchase order system shall not be charged sales tax as provided under State and Federal laws.

All clothing purchases are subject to federal, state, FICA and Medicare taxes under the Fringe benefit provision of the IRS Circular E guide.

OSHA approved boots are not subject to federal, state, FICA and Medicare taxes under the Fringe benefit provision of the IRS Circular E guide

The purchase of any other work-related clothing not mentioned above which would be purchased from the attire allowance, must be approved prior to purchase by the Town Manager or designee.

OSHA footwear must be on a separate receipt from any clothing purchases. Signed receipts are to be turned in to payroll for processing.

**ARTICLE VII TIME OFF FROM WORK**

**Sec. 7-1 Holidays**

The Town of Old Orchard Beach follows the holiday schedule set forth below:

- |                        |                              |
|------------------------|------------------------------|
| New Year's Day         | Labor Day                    |
| Martin Luther King Day | Columbus Day                 |
| President's Day        | Veteran's Day                |
| Patriot's Day          | Thanksgiving & following day |
| Memorial Day           | 1/2-day Christmas Day Eve    |
| Juneteenth             | Christmas Day                |
| Independence Day       | Two Floating Holidays        |

If a regular holiday falls on a Sunday, the following Monday is recognized as the holiday; if on a Saturday, the preceding Friday is recognized. Christmas Day Eve will be recognized on the day of the week designated by the Town Manager if Christmas falls on a Saturday or a Sunday.

A person on a leave of absence without pay shall not be entitled to holiday pay.

Holiday pay is to be considered a normal day's wages.

Temporary and seasonal employees shall not be entitled to paid holidays.

### **Sec. 7-2 Vacation**

Each regular full-time or part-time employee shall earn annual vacation time with pay in accordance with the employee's current term of continuous employment and in accordance with the following schedule:

At beginning of employment 3 weeks

After completion of five (5) years of employment 4 weeks

After completion of ten (10) years of employment 5 weeks

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 in 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.

**Sec. 7-3 Sick Leave**

Paid sick leave for each regular full-time employee is earned at the rate of one day for each calendar month of service and may accumulate to not more than 120 days (888 hours for a 37 hour per week employee and 960 hours for a 40 hour per week employee).

Regular part-time employees whose annualized standard weekly work hours are greater than or equal to twenty (20) shall earn sick leave at the rate of four (4) hours for each calendar month of service and may accumulate to not more than 480 hours. Accrued sick leave will be reflected on employees' paycheck stubs.

Sick leave may be granted for any of the following reasons:

- 1) Personal illness or injury of an incapacitating nature sufficient to justify absence from work;
- 2) Personal medical or dental appointments which cannot be scheduled during other than working hours; and
- 3) To care for a child, spouse or parent who is ill.

Sick leave is to be viewed as a type of "insurance policy" in the above circumstances and may not be utilized for any other purpose.

Vacation or compensatory time may also be utilized to care for a child, spouse or parent who is ill.

The Department Head, Director of Human Resources or the Town Manager may, after three days as a condition precedent to continuance of sick pay, require a certificate of a qualified physician certifying the condition of the employee or of the employee's child, spouse or parent to be such as to justify the continued absence from employment.



Probationary employees shall not be entitled to be paid sick leave until they have completed 180 days of employment. At the completion of 180 days employment by probationary employees, cumulative sick leave days shall be computed from the original date of employment. After any extended sick leave, it may be required by the department head that the absent employee obtain a physician's statement, at his or her own cost, that he or she is physically capable of returning to normal duty. It shall be the responsibility of the department head to ensure that this requirement is appropriately followed before the employee is allowed to return to his or her regular duties.

At the time of separation by the employee, accumulated sick leave shall be paid to the employee at the rate of 50 % of the accumulated time however, in the event of an involuntary termination by the Town the employee is not entitled to payment of accrued sick leave.

In the event of an employee's death, the Town will pay all sick leave benefits to the employee's beneficiary.

Notification must be made by the employee to his or her supervisor if possible, on each day of the leave unless other arrangements have been expressly authorized by the Town Manager.

#### **Sec. 7-4 State Required Paid Time Off**

Maine has enacted a new Paid Time Off law (26 MRS §637) that will be effective on January 1, 2021.

Under the law, employees are eligible to receive paid time off if you are a non-seasonal, part time, per diem, or temporary employee who has been employed for at least 120 calendar days and not covered under a Collective Bargaining Agreement (CBA). A probationary full-time employee will be covered by this section for the first 6 months of employment, after which they will follow either a CBA or the Personnel Policy.

##### **1. PTO Accrual**

Accruals start on January 1, 2021 and are not retroactive to hire dates prior to that date.

The amount of paid time off that you can accrue is calculated at 1 hour earned for every 40 hours worked. Paid time off cannot be accrued during a leave of absence or suspension.

##### **2. Accrual Limit**

The accrual limit is a maximum of 40 hours of accrued time.

##### **3. Termination**

In the event that your employment is terminated for any reason, you will be paid as follows for any unused paid time off.

The payout schedule is based on consecutive months of service.

Month of Employment	Hours paid out
< 6 months	0
6-24 months	25%
> 24 months	50%

**4. Use of PTO**

PTO shall not be used until you have been employed for 120 calendar days.

It is your responsibility to manage your paid time off and plan for it in advance. This means that you should consider when you will take vacation or take days off for personal business. Remember, it is in your best interest to keep some days in reserve in case of unexpected events.

**5. Minimum PTO Increments**

The smallest increment of paid time off that you can take is 1 hour.

**6. Notice**

All employees must provide their respective supervisors with a minimum of 2 weeks’ notice in writing of their intention to take time off and must have their request approved for scheduling purposes. Emergency circumstances or illness may make advanced notice impossible. In the event of illness or emergency, speak to your supervisor as soon as possible. Request may be denied if it creates undue hardship in the department.

**7. Records**

It is your responsibility to complete a timesheet for any paid time off that you use. We are required to track all absences for legal and compliance purposes. These reports will also be used to record your remaining amount of paid time off on your pay stub.

**Sec. 7-5 Employee Sick Leave Donation Program**

**. PURPOSE**

The purpose of this policy is to allow employees to assist fellow employees by donating earned time to eligible co-workers in time of financial need due to: (1) a Medical Emergency or (2) a Major Disaster.

**II. DEFINITIONS**

“Medical Emergency” means a medical condition of the employee or a family member of the employee that will:

1. Require the employee’s prolonged absence from work; and

2. Result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from this earned time donation plan.

For the purposes of this policy, “Medical Condition” includes (but is not limited to) medical complications arising from pregnancy or childbirth.

“Major Disaster” means a major disaster, as declared by the President of the United States under section 401 of the Stafford Act, that warrants individual assistance or individual and public assistance from the federal government under that Act, and that:

1. Requires the employee’s prolonged absence from work; and
2. Will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from this earned time donation plan.

### III. SCOPE

This policy applies to all employees of Town of Old Orchard Beach.

### IV. PROCEDURE

#### 1. Donating employee.

- a. Any employee wishing to donate earned time to a fellow employee must complete an Earned Time Donation Form and return to Human Resources (see Attachment B).
- b. An employee may donate any amount of earned time up to the maximum amount of earned time an employee may accrue during the year.
- c. All donations are made anonymously.
- d. Unused donated earned time will default back to the donating employee.
- e. For any Major Disaster, Town of Old Orchard Beach will adopt a reasonable limit, based on the severity of the disaster, on the period of time after the Major Disaster occurs during which a donating employee may donate earned time.

#### 2. Receiving Employee.

- a. Any employee wishing to receive a donation of earned time must have completed their probationary period, have an approved Short-term disability claim or Worker’s Comp claim stating the Medical Emergency or document stating the effects of a declared Major Disaster.
- b. Such employee must have exhausted all available paid leave apart from donated earned time.
- c. The employee must use the donated earned time for purposes related to the Medical Emergency or Major Disaster.
- d. For any Major Disaster, Town of Old Orchard Beach will adopt a reasonable limit, based on the severity of the disaster, on the period of time after the Major Disaster occurs during which a receiving employee must use the donated earned time.
- e. A receiving employee may not convert earned time received under this plan into cash in lieu of using the earned time. However, a receiving employee may use such earned time to eliminate a negative earned time balance that arose from any earned time advanced to the receiving employee because of the effects of the Medical Emergency or Major Disaster.

- f. Earned time donated on account of one Major Disaster may be used only for employees affected by that Major Disaster.
  - g. Town of Old Orchard Beach reserves the right to determine on a case by case basis whether an employee is eligible to receive an earned time donation, and how much earned time is approved for donation.
3. Communications.

Human Resources will inform the donating employee, the receiving employee, and both employees' supervisors as to whether the request has been approved or denied.

4. Payments.

Earned time donated will be paid at the base rate of the receiving employee. Donations are paid out in the form of a regular paycheck to the receiving employee with all applicable payroll taxes withheld. Shift differentials do not apply.

**Sec. 7-6 Bereavement Leave**

The Town shall grant leave, with pay to regular full-time and part-time employees for up to three days for the absence caused by the death of a member of the immediate family. The employee may utilize two sick days to cover more time if he/she desires. "Immediate family" means parents, spouse, domestic partner, brother, sister, child, stepchild, stepparents, grandmother, grandfather, mother-in-law, and father-in-law. The Town Manager may allow bereavement leave in other appropriate circumstances.

**Sec. 7-7 Maternity and Paternity Leave**

An employee shall be entitled up to twelve (12) consecutive weeks for maternity leave. The leave shall be unpaid unless she elects to use accumulated vacation or sick leave. Upon completion of the maternity leave, the employee shall return to her regular position of work. Paternity leave of up to four (4) consecutive weeks will be allowed. The leave shall be unpaid unless the employee elects to use accumulated vacation or sick leave.

Employees may be eligible for more extended leave for the birth or adoption of a child pursuant to the Federal Family Medical Leave Act or Maine Family Medical Leave law, and should refer to Sec.'s 7.7 and 7.8.

## **Sec. 7-8 Family Medical Leave of Absence Policy (FMLA)**

### *Purpose*

To define the policy and procedure of the Town with regard to family leave required by the Family and Medical Leave Act of 1993 (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 in-patient 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.

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.

## **Sec. 7-9 Maine Family Medical Leave (MFML)**

### **A. 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 the Director of 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 the Director of Human Resources.

## **B. 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 January 1, 2025.
- 2) Benefits will commence on May 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 or Director of Human Resources before taking leave.
- 2) Employees are expected to keep the Director of 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 the Director of Human Resources.

### **Sec. 7-10 Military Leave of Absence**

In accordance with state and federal law, all employees will be granted time off from work for annual training obligations or active service in the United States uniformed services. Employees engaged in active military service will be placed on military leave of absence status. You should advise your supervisor of the dates of your military service as far in advance as possible, unless military necessity prevents such notice. You should confer with your supervisor concerning your rights and the requirements of reemployment.

### **Sec. 7-11 Jury Duties**

Employees have a legal and civic responsibility to serve on a jury or to appear as a witness, if summoned or subpoenaed, and will be excused from work for as long as they are needed for such duty. Employee must show the jury duty summons or subpoena to their supervisor as soon as possible, so that arrangements can be made to accommodate their absence, and they are expected to keep in touch with their supervisor on a daily basis to advise of their required absence.

Employees are also expected to report to work on days that they are not required to be in court, or partial days when excused early by the court. If they are excused from jury duty because of not being chosen for a trial, they are required to report for work on that day, provided it is early enough to make such action practical. If they are excused from jury duty because of a holiday that is not observed by the Town, they are expected to report for work on that day.

Regular full-time and part-time employees will be paid the difference between the gross fees, excluding travel expense; they receive from the court and their regular straight time earnings for

that week. Any compensation received from the court for jury duty will be deducted from the amount paid by the Town. Employees must report such compensation. Jury duty will not be considered time worked for purposes of computing overtime.

### **Sec. 7-12 Leave for Victims of Domestic Violence**

In accordance with Maine Law, the Town will grant you a reasonable and necessary amount of time off from work without pay if you are a victim of domestic violence, domestic assault, sexual assault or stalking, and you need the time to:

- 1) Prepare for or attend court proceedings,
- 2) Receive medical treatment, or
- 3) Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.

You must request the leave as soon as circumstances make it clear that time off is necessary. Approval of leave will be dependent upon (a) whether your absence will create an undue hardship for the Town, (b) whether you requested leave within a reasonable time, and (c) whether the requested leave is impractical, unreasonable or unnecessary given the facts made available to the Town at the time of your request.

If your leave is approved, you will be required to first use any accrued paid vacation or sick time before taking unpaid leave. Vacation and sick days do not accrue during your leave and holidays are not paid while you are on leave. You will not be discriminated against, for taking or asking for leave.

### **Sec. 7-13 Unpaid Leaves of Absence**

An employee of good standing may be granted a leave of absence without pay and insurance benefits, unless paid by the employee, in the discretion of the Town Manager recommendation of the department head, with such leave not to exceed one year in length, where the leave will not unreasonably burden the Town or employee's coworkers. The granting of the leave shall protect the employee's existing continuous service for the leave period but shall not count as service time for Maine State Retirement, nor shall vacation or sick leave accrue during the absence, nor the employee receive pay for the municipal holidays.

### **Sec. 7-14 Employee Statuses When All Paid Leave Is Utilized**

When all leave including sick and vacation leave, has been utilized by an employee, and the employee is still unable to return to work, salary payments to the employee shall cease immediately. The Town will no longer pay any amount toward insurances. The employee will then have the opportunity to continue the benefits by paying the full premiums themselves.

## **ARTICLE VIII EMPLOYEE BENEFITS, PROGRAMS AND SERVICES**

### **Sec. 8-1 Overview**

Regular full- and part-time employees who work at least 30 hours a week are eligible to participate in the Town's benefits programs, currently including health and dental insurance, life insurance, an income protection plan, and a choice between two retirement plans. All employees may be eligible to receive Workers' Compensation insurance or unemployment compensation insurance.

The following is an overview of the Town's current benefit plans. These descriptions are only summaries of the benefits currently provided. For complete details regarding the terms, conditions, restrictions, eligibility requirements and coverage, employees should refer to the summary plan descriptions, which are provided to eligible regular employees, or contact the Director of Human Resources, who will provide Employees with a summary sheet pertaining to the current level of benefits. The Town reserves the right to change or eliminate any benefit plan at any time and for any reason, without advance notice by the Town. In the event of any discrepancy between the summaries contained in these policies and the specific insurance documents or summary plan descriptions, the insurance documents and summary plan descriptions will govern.

### **Sec. 8-2 Health Insurance**

The Town currently provides a group health insurance plan through Maine Municipal Employees Health Trust to help reduce the costs of medical treatment for employees and their dependents. The cost of the premiums is shared between the Town and the employee, and the Town offers a plan to allow employees pay their share of the insurance premiums with pre-tax dollars.

At the time employees become eligible, they will be provided with information on the health insurance plan, and will be given an opportunity to choose the plan that best meets their needs. Eligibility for health insurance begins the first of the month following the date of the employment.

Upon termination of employment, employees may elect continuation of health insurance coverage, under COBRA, for themselves and eligible dependents for a limited time and at their own expense. Alternatively, employees may wish to convert health insurance coverage to an individual policy, according to provisions in the law and the Town's medical insurance contract. Upon notice of termination, employees should contact the Director of Human Resources for the necessary information.

### **Sec. 8-3 Dental Insurance**

The Town currently makes group dental insurance available to eligible and interested employees through Maine Municipal Employees Health Trust. To be eligible to participate in this plan, employees must work at least 30 hours per week. Eligibility for coverage begins the first of the month following the date of employment. The cost of premiums for the dental plan is shared between the Town and the employee, and the employee's contribution may be made on a pre-tax basis through payroll deduction.

### **Sec. 8-4 Group Life Insurance**

The Town currently provides life insurance through Maine Municipal Employees Health Trust in the amount equal to one year's salary at no cost to employees. Employees may purchase additional coverage at their own expense through payroll deduction. When an employee reaches age 70, the amount will equal half of one year's salary, in accordance with the Maine Municipal Employees Health Trust guidelines.

### **Sec. 8-5 Income Protection Plan**

The Town currently makes short term disability insurance (Income Protection) available to eligible and interested employees through Maine Municipal Employees Health Trust. To be eligible to participate in this plan, employees must work at least 37 hours per week. Eligibility for this plan begins the first of the month following the date of employment. The cost of premiums for the base level of income protection is currently paid by the Town, and coverage may be increased at the cost of the employee. See Attachment C

## **Sec. 8-6 Retirement Plans**

The Town offers full-time employees two retirement plan options: Maine State Public Employees Retirement System (MainePERS) and a Section 457 Deferred Compensation Plan account administered by the International City Management Association Retirement Corporation (ICMA-RC). The Town will make contributions to only one of these plans on behalf of all eligible full-time employees. Following are general statements about each plan.

**ICMA-RC:** The Town will contribute a minimum of five percent (5%) of the employee's wages to a Section 457 Deferred Compensation Plan administered through ICMA-RC. Employees may add to that amount or not as they choose, up to the legally allowed maximum. Employees who are members of MainePERS may also contribute to an ICMA-RC plan without any Town contribution.

**MainePERS:** The Town and the participating employee will each contribute the percentage of the employee's wages established annually by MainePERS, except that an employee who is a service retirement plan beneficiary member of MainePERS under Chapter 801: Participating Local District Consolidated Retirement Plan shall, at the discretion of the Town, be responsible for making any contributions to MainePERS required under Chapter 801, Section 14.

Active employees may retire from MainePERS and continue their employment with the Town under the following conditions:

- 1) The employee must be eligible (age and/or years of service) to retire with full MainePERS retirement benefits; (no early retirement).
- 2) The Town does not contribute to MainePERS or any other retirement plan on behalf of the employee.
- 3) The Town will be responsible for any required MainePERS contributions and those contributions will be made weekly through payroll deduction.
- 4) The employee shall enter into a one-year employment agreement with the Town that may be renewed annually at the Town's sole discretion. There shall be no expectation of continued or future Town employment for the employee.
- 5) Consideration will be given to the employee's prior years of service for the purpose of determining the accrual rate for sick and vacation leave. The employment agreement shall specify the rates of accrual

## **Sec. 8-7 Social Security**

If employees have worked the required length of time and retire, die or become disabled, Social Security provides monthly cash benefits to replace part of their working earnings; through



Medicare, funded by Social Security payments, employees may also be eligible for medical insurance after the age of 65. The Social Security program is supported equally by the employee and the Town. Every dollar the employee contributes under the required deduction is matched by the Town and the combined total is forwarded to the employee's Social Security account, administered by the federal government. The amount of your retirement benefit will depend on the employee's pre-retirement earnings and the age at which the employee retires.

### **Sec. 8-8 Workers' Compensation Insurance**

The Town of Old Orchard Beach shall provide Workers' Compensation insurance coverage for all of its regular employees as governed and applied in accordance with the applicable State of Maine Workers' Compensation Law.

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

Employees who are eligible to receive Workers' Compensation benefits will receive the percentage of pay covered by Workers' Compensation for the duration of the Workers Compensation coverage period. Employees will be given the option to use their accumulated sick time to offset the amount paid under Workers Compensation for the duration of Workers' Compensation benefit eligibility period, including during the seven

day waiting period. The weekly amount paid to an employee through the combination of sick time pay and Workers' Compensation benefits during the period of eligibility shall not exceed the employee's regular weekly base pay prior to the injury.

Until such time as the employee is capable of returning to his/her position, the Town may assign the employee to other duties or to another position within the Town on a temporary or regular basis consistent with the abilities of the employee based on restrictions set by the physician. If the employee refused to carry out the light duty assignment, the employee may be subject to discipline

### **Sec. 8-9 Unemployment Compensation Insurance**

In the event an employee is terminated from employment through no fault of his/her own, the employee may be eligible for payments for specified periods under state unemployment law. The Town pays taxes to support this state program and there is no deduction from pay.

## **ARTICLE IX MISCELLANEOUS**

### **Sec. 9-1 Personnel Records**

The Town maintains personnel records for each employee. An employee may review his or her file(s) and make copies from such files in the presence of the staff member responsible for the files during normal office hours. In order for the employee to perform such a review, he/she must make an appointment, to occur at the convenience of the Town, via written request. See Attachment D.

The Director of Human Resources shall be responsible for maintaining current records regarding compensatory time, vacation time, sick leave and holidays. Department Heads shall be responsible for providing this information on the weekly payroll slips directly to the Treasurer.

## **EMPLOYEE RECEIPT AND ACKNOWLEDGEMENT OF PERSONNEL POLICIES AND PROCEDURES**

Adopted August 6, 2024

As part of your orientation, the Town of Old Orchard Beach Municipal Employees Personnel Policies and Procedures manual will provide important information. Please read it thoroughly. The policies have been developed as guidelines and do not constitute conditions of employment. Revisions to the policies may occur from time to time, as the Town deems necessary. When any of

the policies are updated, they supersede the policies in this manual and you will be provided with copies of the updates. The Old Orchard Beach Municipal Employee Personnel Policies and Procedures do not constitute an employment contract.

I acknowledge that I have received a copy of the Town of Old Orchard Beach Municipal Employees Personnel Policies and Procedures manual and understand that it is my responsibility to become familiar with its contents.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Attachment A- Smoke Free Workplace Policy- Updated April 28, 2016**

Issue date: January 28, 2014

**Updated: April 28, 2016**

To: All Town Employees, Clients, Contractors & Visitors

Fr: Larry S. Mead, Town Manager

Smoke-Free Workplace Policy

1. Purpose

- A. The Town of Old Orchard Beach is dedicated to providing a healthful, comfortable and productive work environment for all of our employees, customers, and visitors. This policy covers the smoking of any tobacco product and the use of smokeless or “spit” tobacco and applies to all employees, customers, and visitors.
  - B. The Environmental Protection Agency (EPA) classifies secondhand smoke as a Class A carcinogen. This is a substance, like asbestos, known to cause cancer in humans.
2. Regulation
- A. Because required by law (22 M.R.S.A. § 1580-A) and because of the acknowledged health hazards arising from exposure to secondhand smoke, it will be our policy to provide a smoke-free workplace, **effective February 1, 2014.**
    - 1) There will be no smoking of tobacco products or the use of smokeless or “spit” tobacco within town-owned or leased buildings, including: offices, hallways, restrooms, lunchrooms, elevators, meeting rooms, community areas and garage.
    - 2) There will be no smoking in any town-owned or leased vehicle or equipment.
    - 3) There will be no smoking on town-owned property, except in designated areas.
3. Designated Employee Smoking Areas are by law required to be a minimum of 20 feet from entrances and exits of public buildings under Maine smoking laws, and must be away from ventilation and doorways, windows, etc. A sign will mark the designated areas:
- A. **Town Hall**
    - 1) In the rear parking lot by the storage shed (street side)
  - B. **Fire Department**
    - 1) Rear parking area by the fence between the Fire and Police Departments
  - C. **Police Department**
    - 1) By the fence area at the rear of the Fire Department parking area
  - D. **Recreation/Ballpark Complex**
    - 1) A marked area near the garage with a table
    - 2) Smoking is prohibited in the infield area
  - E. **Public Works**
    - 1) To the left of the building (by employee parking area), approximately 40 feet from the side of the building.
  - F. **Waste Water**
    - 1) To the right of the Administrative building, a picnic table will be located in the designated area.

\*\*Employees notified on: April 28, 2016 \_\_\_

**Attachment B Earned time Donation form**

EARNED TIME DONATION FORM

Name of Employee Donating: \_\_\_\_\_

Amount Wishing to Donate: \_\_\_\_\_ earned time Hours

Signature of Donating Employee: \_\_\_\_\_

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

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For Human Resources Use Only

Date Received in HR: \_\_\_\_\_

Signature of Receiving Employee's Dept Director: \_\_\_\_\_

Donator's Accrued ET Hours after donation: \_\_\_\_\_

Donator's Base Rate: \_\_\_\_\_

Receiver's Base Rate: \_\_\_\_\_

Approval by: \_\_\_\_\_

Payroll date processed: \_\_\_\_\_

**Attachment C- Income Protection Plan Procedure**

The Town has made it available to all full-time employees the opportunity to participate in an Income Protection plan. This plan is administered through the Maine Municipal Association. Each employee has the opportunity to choose to protect either 55%, or 70% of their base salary.

Employees are eligible for the weekly disability income insurance as outlined above when the inability to work is not work related.

An employee receiving the weekly disability benefit will receive a combination of the disability benefit and accrued sick time or other accrued time (vacation, personal, or comp), once sick hours have been exhausted to bring them up to 100% of their base pay.

Please keep in mind that the first seven (7) days are not covered by this plan.

UNUM will send a check directly to the employee for the elected percent (55% or 70%), & the Town will process the remaining percent of pay (30% or 45%) in payroll & mail the employee their payroll checks.

The chart below shows the number of hours that will be paid by UNUM and the Town.

The breakdown will be as follows:

<b>weekly hours</b>	<b>hours covered with IPP 55% (UNUM check)</b>	<b>hours paid with accrued time with IPP 55% (45% of pay)</b>		<b>hours covered with IPP 70% (UNUM check)</b>	<b>hours paid with accrued time with IPP 70% (30% of pay)</b>
<b>37</b>	20.35	16.65		25.9	11.1
<b>40</b>	22	18		28	12
<b>42</b>	23.1	18.9		29.4	12.6

In January, the employee will receive a W2 from UNUM as well as a W2 from the Town; both will need to be used when filing taxes.

Employees must notify the Human Resource Office and complete all required forms prior to the start of disability leave if possible. An employee must have sick and/or vacation time and be receiving a paycheck from the Town in order to continue all voluntary deductions and benefits (health, dental, vision, etc.) withheld during payroll processing, as currently available to employees. If an employee does not have sick, vacation, or other accrued time to use during the leave, the employee will be responsible to contact Human Resources to set up a repayment plan for all missed benefits. If an employee terminates employment before completing the repayment, the employee is responsible to pay the remaining amount to the Town in full.

Please contact the Human Resource Office for specifics.

**Attachment D- Personnel File Inspection/Copy Form**

**PERSONNEL FILE: INSPECTION/COPY REQUEST FORM**

Employee/Former Employee Name:

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\_\_\_\_\_ I am requesting to: \_\_\_\_\_ Inspect my personnel file \_\_\_\_\_ Obtain a copy of my personnel file

\_\_\_\_\_ I am designating, in writing, the following representative,

-----, to:

\_\_\_\_\_ Inspect my personnel file \_\_\_\_\_ Obtain a copy of my personnel file

I understand the following:

- If I am inspecting my personnel file, I may not add, remove or revise any documents.
- Names of non-supervisory employees and other privileged and/or private, third party information will be removed from the records prior to my inspection and/or receiving a copy.
- I may be required to reimburse the Town for the actual cost of reproduction of my personnel file. (one free copy allowed per year by Maine Statute)
- If I am a former employee, I understand that I am limited to one request per year and I may be required to reimburse the Town for any postal expenses related to my request.
- I understand the Town may verify any representative designated by me.

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Signature

Date

**To be completed by Human Resources:**

Date request received: \_\_\_\_\_

Date of review of file with employee/representative: \_\_\_\_\_

Date on which a copy of the personnel file was provided to the employee/representative: \_\_\_\_\_

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I, \_\_\_\_\_, acknowledge that I have reviewed/received my personnel file on

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Employee/Former Employee Signature

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HR Representative

Date