

**TOWN OF OLD ORCHARD BEACH
TOWN COUNCIL MEETING
Tuesday, December 17, 2013
TOWN HALL CHAMBERS
7:00 p.m.**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, December 17, 2013. Chair O'Neill opened the meeting at 7:03 p.m.

The following were in attendance:

**Chair Shawn O'Neill
Vice Chair Bob Quinn
Councilor Jay Kelley
Councilor Malorie Pastor
Councilor Joseph Thornton
Councilor Roxanne Frenette
Councilor Kenneth Blow
Town Manager Larry Mead
Assistant Town Manager V. Louise Reid**

Absent: Councilor Michael Tousignant

**Pledge to the Flag
Roll Call**

ACKNOWLEDGEMENTS:

COUNCILOR PASTOR: On Saturday, December 6, 2013, the Widows Sons – Maine Grand Chapter members presented a check for \$500 to Major Bryan Smith, Commanding Officer of the local Salvation Army, for the work they do within the community over the holiday season. Councilor Kenneth Blow, a member, arranged the presentation. The Widows Sons is an International Masonic Motorcycle Association comprised of Freemasons. The purpose of founding the Widows Sons is to aid and assist widows and orphans of Master Masons. This is done by forming a widow's fund. They were founded in 1998 for the sole purpose of aiding and assisting widows.

COUNCILOR KELLEY: Celebration by the Sea, sponsored by the Chamber of Commerce was an exciting event with a parade, the visit of Mr. and Mrs. Santa Clause, and a festive event in the Square and in the Memorial Park. To all those who attended, but also to staff that assisted, our sincere thanks to you and to the Chamber of Commerce.

ASSISTANT TOWN MANAGER: We always look forward to the New Year's Eve Beach Party – LAST BLAST – sponsored by OOB365. This year's event on Thursday, December 31st begins at 4:30 p.m. in the square. There will be Fireworks at 7:30 p.m. This is a wonderful event for the entire family.

ACCEPTANCE OF MINUTES:

Town Council Minutes of December 3, 2013; Town Council Workshop of December 4, 2013; and Town Council Workshop of December 11, 2013.

MOTION: Vice Chair Quinn motioned and Councilor Kelley seconded to Accept the Town Council Minutes as read.

VOTE: Unanimous.

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL

CHAIR: I open this Public Hearing at 7:07 p.m.

Katherine Kiggins & Jared Blum (201-1-7-3E), 221 East Grand Avenue, Unit 3E, one year round rental; Marie & Bob Barna (301-7-10-17), 190 East Grand Avenue, #17, one year round rental; John J. Morich (316-13-2-6), 3 Pearl Avenue, Unit #6, one year round rental; and Robert Stephen (316-13-4), 9 Pearl Avenue, one year round rental.

CHAIR: I close this Public Hearing at 7:08 p.m.

MOTION: Councilor Pastor motioned and Councilor Blow seconded to Approve the Business Licenses as read.

VOTE: Unanimous.

TOWN MANAGER'S REPORT:

The Town Manager updated the Council on various meetings that he had over the past two weeks including several related to the Edith Belle Memorial Library project. There have been eleven firms selected for pre-qualification and the Saco bay Rotary Club has agreed to assist in moving of the Library to a temporary place in light of the building project. He updated the Council on the need to move forward on delinquent taxes and indicated the need for Workshops in the coming months. He expressed appreciation to Saco Biddeford Savings Institution for the donation of the Christmas tree located in the Square. Also RP Crane and Tree Service for cutting down the tree and relocating it as well as decorating it and for MacDonald Excavation for their assistance in transporting. Thanks also to Public Works for their hard work in decorations throughout the Town and their hard work during the recent storms. He indicated further negotiations with Police, Fire and Waste Water.

NEW BUSINESS:

6074 Discussion: Presentation of the Fiscal Year 2013 Audit by Charemon David, of RHR Smith & Company.

BACKGROUND: The audit process has been going on over several months and this evening the presentation of those audit findings will be presented to the Town Council by RHR Smith & Company. The Finance Director and Town Manager have worked diligently with the firm to bring us to the place we are this evening in the financial status of the Town.

It was noted that the Auditor's responsibility is to express opinions on financial statements based on the audit. It was noted that, in their opinion, the financial statements referred to in the audit fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the Town of Old Orchard Beach, Maine as of June 30, 2013, and the respective

changes in financial position and cash flows, were applicable, thereof for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

As of June 30, 2013, the net book value of capital assets recorded by the Town increased by \$176,933. The increase was caused by capital additions of \$1,524,053 primarily resulting from the construction projects less current year depreciation of 41,233,547 and less net disposals of \$113,573. The general fund actual expenditures were under the budget by \$434,510; Sanitation - \$166,432; Education - \$111,654; and Public Safety - \$103,892. Capital Assets (net of depreciation) were Land and Improvements - \$925,075; Buildings and Improvements - \$4,850,717; Machinery and Equipment - \$1,526,271; Vehicles - \$1,158,716; Infrastructure - \$8,929,138; and Construction in Progress - \$731,814; for a total of \$18,121,731. As of June 30, 2013 the Town had \$8.7 millions in bonds outstanding versus \$9.8 million last year, a decrease of 11.7%. Other obligations include capital leases payable, accrued landfill costs, accrued vacation and sick time; and accrued other post-employment benefits. The Town has steadily maintained a sufficient unassigned fund balance to sustain government operations for a period of approximately two months, while also maintaining significant reserve accounts for future capital and program needs.

The Auditor also addressed problems in the Town's financial procedures and indicated that they had been addressed and remedied. The Auditor indicated that they were pleased with the process that has moved forward and that the Town's finances were rock solid. She indicated that at the time of the audit there were weaknesses in the financial procedures in the Town but since the Finance Director, Diana Asanza, came on board in December of 2012, she has addressed the inherited issues and that the Town is headed in the right direction. She also indicated that one area of concern is the properties that are delinquent in the payment of taxes. This past year 8.3 percent are delinquent whereas two years ago it was 8 percent.

6075 Discussion with Action: Accept the bid from MacDonald's Excavation in the amount of \$5,600 for transporting of dredged material from Walnut Street to BBI facility on Vallee Lane in Old Orchard Beach in connection with the Little River Marsh Dredging, from Account Number 50002-50831 – CIP Stormwater Maintenance & Improvement, with a balance of \$269,187.55.

BACKGROUND: The following RFP went out on this particular item.

The Town of Old Orchard Beach Conservation Commission went out to bid in December regarding the Little River Marsh Dredging – Trucking of Materials. The Town was seeking bids for the transport of approximately 2,700 cubic yards of dredged materials from Walnut Street to the BBI Facility on Vallee Lane in Old Orchard Beach. Bids received were to be at the hourly rate of each truck transporting dredged materials. The project was tentatively scheduled for February through April of 2014. The Town required the entity providing the service to possess vehicle and general liability insurance in the amounts satisfactory to the Town, as well as Worker's Compensation insurance as required by Maine law.

The following bids were received:

A TO Z LANDSCAPING				
	Daily	Total;		
Type of Truck:	Rate	Daily	# of	Total
# of Trucks.	Hourly	Rate	Days	Bid

Tri-Axel	3	\$60	\$1,440	6	
Trailer Dump	1	\$73	\$ 584	6	\$12,144

PINETREE/BBI

Type of Truck:	# of Trucks.	Daily Rate Hourly	Total; Daily Rate	# of Days	Total Bid
Tri-Axel	1	\$90	\$ 720	11.25	\$ 8,100

SBB EXCAVATION

Type of Truck:	# of Trucks.	Daily Rate Hourly	Total; Daily Rate	# of Days	Total Bid
Tri-Axel	3	\$66	\$1,584	4	\$ 6,336

MACDONALD EXCAVATION

Type of Truck:	# of Trucks.	Daily Rate Hourly	Total; Daily Rate	# of Days	Total Bid
Tri-Axel	1	\$50	\$400	7	
Two-Axel	1	\$50	\$400	7	\$5,600

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Accept the bid from MacDonald's Excavation in the amount of \$5,600 for transporting of dredged material from Walnut Street to BBI facility on Vallee Lane in Old Orchard Beach in connection with the Little River Marsh Dredging, from Account Number 50002-50831 – CIP Stormwater Maintenance & Improvement, with a balance of \$269,187.55.

VOTE: Unanimous.

6076 Discussion with Action: Approve up to \$37,000 for the purchase of a used portable emergency generator, to be identified at the time of purchase, as well as costs to retrofit the emergency generator, from Account Number 53002-50846 - Wastewater CIP, with a balance of \$371,718.33.

BACKGROUND:

The Old Orchard Beach Wastewater department operates and maintains two portable emergency generators (EG). These generators are used to power remote pump stations during power outages. One unit is from 1988 and has 641 hours of run time and the other unit is from 2004 and has 1815 hours of run time. Both units were recently load bank tested and met all criteria. However, the 1988 unit is not sound attenuated and is naturally

aspirated (non-turbo). This makes the unit much louder than modern units and not as fuel efficient as modern units. Our service company has also informed us that some parts will be difficult to find if major repairs were needed. The 2004 unit was purchased in 2007 from Milton Cat. Milton Cat currently has multiple units in stock that were previous rentals. These units have between 1,000 and 6,000 hours of run time. Pricing ranges from \$22,000 to \$40,000 depending on the year, run time and condition. All units are serviced and load bank tested before they are sold.

At this time the department is requesting the purchase of a used unit from Milton Cat. This unit would essentially replace the existing 1988 unit. The 1988 unit would remain part of the fleet, but would only be used when needed. In order to make the unit compatible with our current pump station set up we would also need to request an additional \$5,000 to retrofit the EG.

Milton Cat will not hold units w/o a down payment, so I cannot request the purchase of a particular unit. I have provided a most recent list of the units for sale as well as a brief description.

2007 MultiQuip with 6276 hours - \$22,000/\$5,000 to retrofit

2010 MultiQuip with 2129 hours - \$28,000/\$5,000 to retrofit

2010 MultiQuip with 3664 hours - \$32,000/\$5,000 to retrofit

2012 MultiQuip with 1058 hours - \$34,000/\$5,000 to retrofit

MOTION: Councilor Pastor motioned and Councilor Kelley seconded to approve up to \$37,000 for the purchase of a used portable emergency generator, to be identified at the time of purchase, as well as costs to retrofit the emergency generator, from Account Number 53002-50846 - Wastewater CIP, with a balance of \$371,718.33.

VOTE: Unanimous.

6077 Discussion with Action: Approve the purchase of a new telephone and fax system from Coastal Telephone in the amount of \$10,810; \$8,025 from Account Number 51002-50808 – CIP Telephone System Expense, with a balance of \$8,700; and \$2,785 from Account Number 20102-50856 – Computer System Upgrade, with a balance of \$16,983.46.

BACKGROUND: The phone system in the Town Hall is antiquated; over twenty years old. We have our telephone operations through Coastal Telephone, a local distributor. In meeting with George MacDonald he presented a couple of different options in purchasing of these phones. First it should be noted that \$8,700 was already budgeted in the CIP account for the replacement of the telephone system. We did not budget for a fax service for FY14. However, with the purchase of the fax service this would eliminate approximately nine fax lines which would be an immediate cost savings of approximately \$400 per month (we pay approximately \$45 month for each line.) The Finance Director strongly recommends that we upgrade the phones and the fax server as well.

The total for phones and server is \$10,809 if paid in cash.

Option One:

Pay cash for both the phone system and the fax server. \$8,025 – CIP Telephone Upgrade account and \$2,785 from the Computer Upgrade Account 20102-50856. Use any funds left in the CIP Telephone Upgrade account which would be approximately \$675, along with the cost savings we will see by eliminating the nine fax lines. This monthly savings will be approximately \$400 monthly or \$2,400 through June of 2014. The Finance Director has confirmed with our current fax line providers that there will be no fees/penalties for deleting these lines. We will still be able to move forward with the priorities for the Computer Upgrade line item which include: new server - \$14,700 and three to four new computers at approximately \$4,800. Of course this depends on other emergency hardware repairs or replacements that are needed during the remainder of our fiscal year.

Option Two:

If we leased for 24 months we would pay \$7,600 for a total for both phone upgrade and fax service this year and \$4,800 next year for the balance of the phone lines. The cost for leasing for 24 months is about 19.8% more than paying cash (36 months – 23% - 48 months – 28.8%). The interest would be 41,589 (\$1,846.53 for 36 months; and \$2,309.73 for 48 months.)

Recommendation: The Finance Director and Town Manager highly recommend going with Option 1 for an immediate cost savings.

MOTION: Vice Chair Quinn motioned and Councilor Pastor seconded to Approve the purchase of a new telephone and fax system from Coastal Telephone in the amount of \$10,810; \$8,025 from Account Number 51002-50808 – CIP Telephone System Expense, with a balance of \$8,700; and \$2,785 from Account Number 20102-50856 – Computer System Upgrade, with a balance of \$16,983.46.

VOTE: Unanimous.

6078 Discussion with Action: Set a Public Hearing date of January 7, 2014 to Amend Chapter 2 – Administration, Article IV – Boards, Committees, Commissions, Division 8 – Ballpark Commission, Ballpark Commission Section 2-396, 2-398, 2-399, 2-401, and 2-402.

BACKGROUND: At a recent Town Council Workshop with the Ballpark Commission, the following request was made to move forward this ordinance change. There was discussion relative to recommended revisions to the Ballpark Commission Ordinance. Some of the changes were general in nature such as the listing of the addition of the Ballpark address and other minor changes. It should be noted that the Ballpark operates as an Enterprise Fund. Section 3 related to Appointment, vacancies, terms were a critical piece of the requested change. Whereas the Commission consisting of seven members appointed by Council and the issue of attendance at the meetings has been a concern of the Commission and the lack of quorum on several occasions has made it impossible for them to conduct their meetings. Councilor Bob Quinn had suggested a time frame. That fact that officers are elected in January prompted the idea of the “calendar” as the time frame. It was noted that members of the Commission serve at the will of the Council and may be removed by a vote of the Council at any time for any reason. Additionally added: To remain on the Commission, members must attend at least 75% of the meetings in a calendar year either in person, by telephone or tele-conferencing (leave out Skype) and actively contribute their efforts in various tasks (e.g., meeting participation, timely completion of assignments) important to the usefulness of the Commission’s powers and duties. Under the area of Powers and duties it was noted that: The

Commission is responsible for developing the Ballpark's business planning including financial, marketing, operation, and long-term property enhancements. In conjunction with the business planning the Commission shall research alternatives for effective internal financial tracking, external marketing, and ballpark operations and provide recommendations to the Town Manager for negotiating agreements/contracts, Council review and consideration for approval. Operations may include, but is not limited to, equipment, materials, vendors and park users. Section 6 was discussed as it involved Quorum, procedures, officers and it was suggested that four members rather than five constitute a quorum. Further lengthy discussion on the following was also considered: The Commission shall choose annually a chairperson, vice chairperson, secretary and a financial liaison from among its members. The financial liaison maintains copies of purchase orders, invoices and other financial documents including the Finance Director's monthly reports. Original purchase orders, invoices and other financial documents are maintained by the Finance Director. The official cash flow and financial records are maintained by the Finance Director. Under Section 7 – Authority to Appoint agents it was noted that The Commission may, with the consent of the Town Manager and the Town Council, designate one or more of its members or qualified non-members (the latter approved by the Town Manger of Council) to serve as the Commission's agents for carrying out the Commission's responsibilities. The changes were favorably considered by the Council and the Town Manager was to make necessary changes to it and it would be on the next agenda for consideration for approval.

Proposed amendments to the Ballpark Commission ordinance: December 17, 2013

DIVISION 8: BALLPARK COMMISSION

Be it hereby ordained, by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled, as follows:

Sec. 2-396. Ballpark defined.

For purposes of this Ordinance, the term "the Ballpark" means the municipal facility located on Ballpark Way off of E. Emerson Cummings Boulevard, commonly known as The Ballpark, consisting of approximately 49 acres of land improved with a stadium, playing fields and parking areas. The Ballpark operates as an enterprise fund.

Sec. 2-397. Ballpark commission formed.

Pursuant to Sec. 409.4 of the Charter, there is hereby created an agency of the Town by the name of the "Ballpark Commission."

Sec. 2-398. Appointment, vacancies, term.

The Ballpark Commission ("Commission") shall consist of seven members appointed by the Town Council for a term of three years each commencing on the date of appointment, except that of those first appointed, three shall be for a term of three years, three shall be for a term of two years and one shall be for a term of one year. Any vacancy in the membership of the Commission shall be filled by the Town Council for the unexpired term. Members whose terms expire shall continue to serve until their successors are appointed and qualified. Members of the Commission serve at the will of the Town Council and may be removed by vote of the Council at any time for any reason. Commissioners shall attend at least 75% of Commission meetings held during a calendar year, either in person or by telephone or video conferencing. Commission members shall actively contribute their efforts to various tasks (e.g., meeting participation, timely

completion of assignments, sub-committees) important to the usefulness of the Commission's powers and duties.

Sec. 2.399. Powers and duties.

Subject to Town Council oversight, the Commission is responsible for developing The Ballpark's business planning including improvement, maintenance, financial tracking, marketing, operations, and long-term property enhancements, offering recommendations to the Town Manager and Town Council for consideration and approval. Operations may include, but is not limited to equipment, materials, vendors and park users.

~~Subject to Town Council oversight, the Commission shall be responsible for the improvement, maintenance and operation of the Ballpark.~~ In order to carry out that responsibility, the Commission shall have the following powers and duties:

Undertaking maintenance of and improvements to the physical facilities, subject to appropriation of funds therefore by the Town Council and subject to the Town's established purchasing and procurement procedures.

Scheduling events, subject to issuance by the Town Council of special events permits under Chapter 42, Article IV, Division 5 of the Town Code.

Raising funds to be used exclusively for the improvement, maintenance and operation of the Ballpark through the sale of advertising or other promotional activities and through soliciting and accepting donations on behalf of the Town, all in accordance with the Town's established finance and accounting procedures.

All such funds received by the Commission shall be remitted to the Town Treasurer for deposit in a dedicated revenue account denominated "the Ballpark Fund."

Soliciting, supporting and organizing the efforts of volunteers to assist in the improvement, maintenance and operation of the Ballpark as a community facility.

With the approval of the Town Manager, obtaining the assistance of Town employees in connection with the improvement, maintenance and operation of the Ballpark.

Performing such other duties and responsibilities and exercising such other powers as the Town Council may, from time to time, by order, assign to the Commission.

Sec. 2-400. Meetings.

The Commission shall establish a schedule of regular meetings, which shall provide for at least twelve meetings per calendar year. The Commission shall meet at least monthly during June, July, August and September. The Commission Chairperson may call special meetings as he or she deems necessary.

Sec. 2-401. Quorum, procedure, officers.

~~Five~~ Four members of the Commission shall constitute a quorum for the purpose of conducting a meeting. Any action by the Commission requires a majority vote of those members present and voting. The Commission may adopt additional rules, not inconsistent with this Ordinance, for the conduct of its activities.

The Commission shall choose annually a chairperson, vice chairperson, secretary, and may

choose a financial liaison from among its members. The secretary shall maintain a permanent record of the Commission's meetings. The financial liaison will maintain records of purchase orders, invoices and other financial documents including the Town Financial Director's monthly reports. Original financial records, including purchase orders, invoices and other financial documents, are maintained by the Town Finance Director.

Sec. 2-402. Authority to appoint agents.

The Commission may, with the consent of the Town Manager and the Town Council, designate one or more of its members or, qualified non-members if authorized in writing by the Town Manager or Town Council) to serve as the Commission's agents for carrying out the Commission's responsibilities. Such agents may not, however, bind the Town to any contractual or financial commitments unless expressly authorized to do so by the Town Council.

Sec. 2-403. Report to the Council.

On a quarterly basis, starting on the 16th of June, 2010, the Commission shall submit to the Town Council a written report on the status of improvements, maintenance and operations at the Ballpark, including a summary of the Commission's activities during the immediately preceding three months.

Sec. 2-404. Ballpark is land owned by the public but not considered a park.

The Ballpark, as defined in this Ordinance, is intended to be operated as a sports/entertainment/events and recreation area and not as a public park subject to the care and superintendence of the Conservation Commission. ~~nor shall~~ The Ballpark's its operation shall not be considered a recreation program subject to oversight by the Recreation Board.

Secs. 2-405 – 2-410. Reserved.

The Council discussed in detail this ordinance change and moved to move forward this to a Public Hearing. It was noted that Section 2-404 which relates to the Conservation Commission and Recreation Commission needs to be included in consideration of this Ordinance and added to the upcoming Council agenda.

MOTION: Vice Chair Quinn motioned and Councilor Thornton seconded to Set a Public Hearing date of January 7, 2014 to Amend Chapter 2 – Administration, Article IV – Boards, Committees, Commissions, Division 8 – Ballpark Commission, Ballpark Commission Section 2-396, 2-398, 2-399, 2-401, and 2-402.

VOTE: Unanimous.

6079 Discussion with Action: Accept the Sponsorship Policy and Procedure for The Old Orchard Beach Ballpark and establish the Sponsorship Fees, effective December 17, 2013.

BACKGROUND:

At a recent Workshop, the Council considered changes to the Ballpark Sponsorship Policies and Procedures.

The Old Orchard Beach's Ballpark Commission has a standard for how sponsorships are sold and marketed, acquired, contracted and implemented, maintaining consistent and effective relationships with stakeholders. This was discussed as part of the Policy and Procedures. The Policy was presented for Review to the Town Council and because of the short notice in receiving the P&P and its length of the policy the Council indicated they would like more time to review with the possibility of it being on the next Town Council agenda. Sponsorship is official support of The Ballpark via contributions in kind, financial donations, or financial payment for some form of recognition, the latter support is with the expectation of specified benefits such as advertisement(s) and perhaps other amenities, e.g., skybox usage, ceremonial first pitch, oral recognition during the game, etc.)

Sponsorship Policy & Procedure

Summary Description

It is the policy of Old Orchard Beach's Ballpark Commission that The Ballpark organization has a standard for how sponsorships are sold/marketed, acquired, contracted, implemented, and closed in maintaining consistent and effective relationships with stakeholders in general and sponsors in particular.

Applicability

The requirements listed herein apply to The Ballpark Commission, employees and agents who are authorized to plan, pursue, and acquire sponsorships under contract. An agent is a representative authorized in an unrestricted or restricted manner by The Commission to contact individuals or organizations to sponsor specific events or an entire season of activity.

Key Terms or Definitions

Sponsorship is official support of The Ballpark via contributions in kind, financial donations, or financial payment for some form of recognition, the latter support is with the expectation of specified benefits such as advertisement(s) and perhaps other amenities, e.g., skybox usage, ceremonial first pitch, oral recognition during the game.)

Sponsors are those who make the contribution described. Sponsors, in some cases, may also be referenced as "advertisers" when they purchase advertising.

Town: As used in this Policy, the term "the Town" includes any individual or group of individuals constituted and functioning as a board, committee or commission designated by the Town Council or by the Town Manager so authorized by the Town Council to administer this policy, e.g., The Ballpark Commission, General Manager (GM) or as delegated by the GM.

Agents are individuals that are not The Ballpark Commissioners and/or employees and have been authorized by The Ballpark Commission, Town Council, or the General Manager to represent The Ballpark in the preparation, pursuit, acquisition, and follow-through on sponsorship contractual commitments.

Clients or Users are individuals or organizations that agree to The Ballpark User terms (Reference Field and Facilities Usage P&P).

Description of Policy and Procedure/Process (P&Ps)

The Ballpark Commission creates this Policy and Procedure to manage a consistent approach to sponsorship acquisition and benefit implementation.

Policy:

The Town shall sell advertising at The Ballpark in accordance with this policy.

It is the policy of the Old Orchard Beach's The Ballpark Commission that The Ballpark organization manages the planning for and acquisition of sponsorships for The Ballpark and its events. In recognition that several event packages (i.e., The Raging Tide) may have their own organizations that may be dependent upon sponsorships for partial financial support of their

activities, The Ballpark organization will agree to a collaborative approach to include them in the planning and acquisition of sponsorships that serve the dual purpose of supporting The Ballpark and the outsourced management of the event packages. This is via a tight partnership in the planning process and contractual commitment that includes The Ballpark's General Manager's or designated Commissioner's oversight assuring that the contracted organization adheres to this Policy & Procedure. Collaboration is necessary to ensure that it is clear to sponsors to whom they are contributing their funds for advertising or charitable donations, The Ballpark or The Ballpark's client/user, e.g., Collegiate Baseball Club LLC/Raging Tide. This approach is to either prevent potentially confusing expectations or misunderstandings. Likewise, either results in one visit per potential sponsor within a 12-month period or increases the potential sponsor's understanding why they should expect to be approached a second time by the party they prefer to support. It is recommended that the distinction between The Ballpark and the user be noted on any user's sponsor solicitation brochure.

Advertising shall be sold at prices established by the Commission (See Appendix A). All sales, costs, and fees associated with advertising at The Ballpark Stadium shall be raised and collected exclusively for the purpose of maintaining *and operating* The Ballpark Stadium and facilities and shall only be deposited into a dedicated revenue account designated "Ballpark Restoration Fund." The Ballpark Restoration Fund shall be used exclusively for operations, and maintenance at the discretion of the Ballpark Commission.

The Town of Old Orchard Beach (the Town) retains reasonable discretion as to the suitability of all advertising via authority given to The Ballpark Commission and its ballpark General Manager or designated Commissioner as the Town's representatives. The Town retains the right to reject any advertising that does not meet state and local decency laws and ordinances. The Town of Old Orchard Beach shall not display tobacco products, pornographic materials or profanity. The Town of Old Orchard Beach is a community with strong family values. Advertising will reflect respect for these community based values.

Penalty for failing to follow this policy shall be determined by the Ballpark Commission.

Procedures for The Ballpark

1. The Ballpark's Marketing Plan will consist of the following items describe in this section below: 2, 3a-d, 4, & 9.
2. Identify and learn about the interests of York and Cumberland County businesses as well as national distributors that will be the focus of The Ballpark organization's sponsorship pursuits.
3. Once the budget and financial support is set for the year, a plan for approaching key potential sponsors is developed. This includes:
 - a. the potential sponsor's identity and key contact;
 - b. what The Ballpark is selling, the various advertising alternatives;
 - c. what type(s) of sponsorships are targeted depending on the potential sponsor's financial capability;
 - d. how the sales package (nature of exposure & benefits) will be presented and sold;
 - e. when the sale is initiated and closed, and the contractual agreement.
4. The sponsorships will be sold and contracted based on the standards set in Appendix A and the contractual arrangements noted in Appendix B.
5. A sales representative will meet the potential sponsor.

6. A sales representative will document results of the meeting in a Memorandum of Understanding. (This notes information not recorded in the actual contract but is important to understand the basis for the agreement and avoiding misunderstandings to assure favorable on-going sponsorship relationships.
7. Upon receipt of written approval of draft design submission, the Advertiser agrees to submit and provide final designs within 30 days of signature of the Contract. Upon receipt of the final design, the Advertiser may not change the design, artwork, and copy without the prior written approval of the Town/Ballpark Commission or designated representative.
 - The Town's approval shall not be unreasonably withheld or delayed. The town agrees to schedule production and coordinate installation of the advertising material in a timely fashion.
8. A designated Ballpark's representative will oversee the follow through implementation of the contractual agreement's commitments to the satisfaction of the Commission and the sponsor.
9. The Ballpark's designated representative will follow-up with the sponsor near the end of The Ballpark's season with documentation of the results of their sponsorship and inquire if the sponsor will continue sponsorship for next year.
10. See Appendix A for Promotional-Advertising Opportunities and rates.
11. See Appendix B for Contract Template – Old Orchard Beach's Ballpark Sponsorship and Advertising Contract
12. See Appendix C for Advertising Banner Standards
13. See separate document: The Ballpark 2011 Advertisement and Their Evaluation: Creating a Basis for Judging the Adequacy of Designs

For Other Organizations Under Contract with The Ballpark to Use Its Facility

Keeping in mind that any advertising on The Ballpark property or in publications regarding The Ballpark is a reflection of the Town, the Town standards and values must be respected. Thus the point of the following procedure for outsourced organizations.

1. At the discretion of the Ballpark Commission, at a previously determined date each year, those planning to use The Ballpark facilities during that year are to provide The Ballpark General Manager or designated Commissioner their proposed sponsorship marketing plan including:
 - a. A list of potential sponsor contacts and the proposed type of sponsorship [e.g. contribution and benefit (such as publication ad or stadium banner, etc)].
 - b. Their proposed approach for their sales pitch in terms of promises and use of their version of Appendix A.
2. The Ballpark Commission or its designated representative(s) will review the proposed sponsorship plan to see if it unnecessarily duplicates or conflicts with The Ballpark's planned sponsors. This is to eliminate overlapping sales visits which may result in confused expectations and accountability with the appearance of an uncoordinated approach or a perception of harassment. This does not necessarily preclude the use of the same sponsors but helps manage the sponsor/stakeholder relationships.
3. The General Manager or designated Commissioner(s) will then discuss with the outside ballpark user the basis for approval or acceptable conditions for moving forward.

4. The following steps a-b can be accomplished sponsor by sponsor or sponsors grouped together to make the process more efficient for the outsourced contracted organization
 - a. The sponsor/Advertiser shall submit draft design, artwork, and copy immediately upon any signed contractual agreement that cannot be subject to the Commission or designated representative(s) review and approval unless the sponsor understands that the design, artwork and copy is subject to review and approval by the Commission/representative(s). Within seven days of receipt of draft design, artwork and copy, Commission/ representative(s) shall provide written pre-production approval or disapproval to the Advertiser from the final draft submission.
 - b. If the Commission or representative finds questionable content in the advertiser's draft submission, the written disapproval of the design will include a detailed explanation of why the draft design is rejected. The Town agrees the explanation will be in sufficient enough description so as to allow the Advertiser to make necessary changes and resubmit a second draft design. If the second design submission is accepted by the Town (via its authorized representatives), a written approval will be provided to the Advertiser immediately and include a request for final submission.
5. **The user organization should** follow-up with the sponsor near the end of The Ballpark's season with documentation of the results of their sponsorship and inquire if their sponsor intends to continue to support the Ballpark's user organization for the following year.

Responsibility for Maintaining and Implementing the P&P

The Commission is responsible for maintaining the usefulness of this P&P, including the revisions. The Commission is responsible for overseeing the accountability of those to whom this applies.

Exceptions

The only exceptions come when a contractor organization has an acceptable demonstrated marketing record of good standing that The Ballpark Commission has reviewed to their satisfaction. Nevertheless advertising on ballpark property or publications must be reviewed before production or installation.

Attachments

References: Field and Facilities Usage Policy and Procedure None as of 6/25/13
Forms

Template Contractual Agreement: The Old Orchard Beach's The Ballpark Sponsorship and Advertising Contract

Appendix A
 Sponsorship Opportunities
Old Orchard Beach's The Ballpark

Home to 75 Events Annually
22,500 Players, Participants, and Patrons
 Examples of Previous Events:
 The Raging Tide of the FCBL
 Futures College Baseball League,
 Senior Men's Baseball League,
 Maine State BBQ Competition,
 Charity Red Sox Alumni Baseball Games,
 Specialty Breed Dog Competitions,
 Festivals, and Tournaments for High School,
 AAU, American Legion, Colleges, Senior
 Men's, East Coast Softball Championship –
 34 teams Halloween's "Field of Screams"- 8



Private Skybox with 8 seats **plus small refrigerator available to store your concession purchases.**
Seasonal (for all May-October events): \$1,500 **includes 6'x10' sponsor banner, season tickets for Raging Tide.**

One Game or Event: \$250* (for games) with presence announced on PA, 8 adult tickets for a **Raging Tide game and \$80 concessions coupon for the game.** *Market pricing for an event other than baseball. Optional add-on: Terrace Party space for \$75 with tables and chairs.

Terrace Party Opportunity: \$175 with the following: amenities which includes card 4 tables with four chairs each, \$75 dollar concession stand coupon plus a party host or hostess who will help with food services . Client may bring cake and non-food party supplies. \$50 without the amenities noted above.

Event Sponsorship: \$ _____ minimum (depending on the event's cost) Benefits: a private skybox for the event, 7-8 free passes plus acknowledgements as one of the sponsors or the sponsor of this event in every published document, e.g., advertisements, program and a 8' x 20' banner hanging from the front of the stadium over the stairway to stadium, \$100 concession stand coupon and the private skybox's refrigerator will be stocked with bottles of water.

Sponsorship – Yearly Rates
 Advertisements - Banners - Website ads - other types of Recognition.
 Price includes sign and installation.

All contributions are accompanied with a thank you letter that acknowledges your \$ contribution.

Display Type	Location	Price	Availability	Tide's 2013 Price
Banner: 8'X28'	Over the top of the scoreboard where everyone looks frequently.	\$2,500		Did not have in 2013

				(DNH)
Banner: 6'x20	Top of Stadium's Inside Fencing around the top of 1 st base side facing the concourse, concession stand, restrooms, and parking lot.	\$2,500 Visible to anyone driving by at any time (e.g. going to Community Gardens, fans coming to The Ballpark from parking lot)		(DNH)
Banner: 6' x 60'	Dugout's Roof full covering on 1 st base side where Dune Doggie dances and cheers the crowd on.	\$2,500		(DNH)
Banner: 8'x20'	Outfield Wall	\$2,225		\$2,500
Banner: 6' x 10'	Scoreboard – Half of Top of it	\$1,500		(DNH)
Banner: 8' x 10'	Outfield Wall	\$1,500		\$1,500
Banner: 7' x 7'	Scoreboard – Left or Right side	\$1,500		(DNH)
Banner: 6' x 8'	Concourse – 1 st base side stadium's lower fence facing concession stand and restrooms (back side faces batting practice area under stadium.	\$1,000		(DNH)
Display Type	Location	Price	Availability	Tide's 2013 Price
Banner: 6' x 60'	Dugout's Roof full covering on 3rd base side.	\$1,000		(DNH)
Banner: 4'x 6' either printed two banners back to back on each side of fence. If only single sided: choice of facing inward or outward toward parking lot.	Front Entrance Fence facing outward to parking lot and inward to fans leaving The Ballpark. Front Entrance Fence	\$750 \$500		(DNH)
Banner: 6' x 6'	Concourse on 1 st base side fence stadium's lower fence facing concession stand and restrooms (back side faces batting practice	\$600		<u>Their 3'x6' was \$500</u>

	area under stadium.)			
Banner: 6' x 6'	Concourse facing center steps going into the stadium on either side.	\$600		(DNH)
Banner: 4' x 6'	Concourse on 1 st base side fence stadium's lower fence facing concession stand and restrooms (back side faces batting practice area under stadium.	\$500		<u>Their 3'x6' was \$500</u>
Banner: 6'x 8'	Concourse on 3 rd base side fence near Merchandise stand facing the Clubhouse and walking area.	\$500		(DNH)
Banner: 6' x 6'	Concourse on 3 rd base side fence near Merchandise stand facing the Clubhouse and walking area.	\$400		(DNH)
	Website Banner Large	\$750		\$1,000 on home page
	Website Banner Sidebar	\$600		\$750 for side link on home page
	Website Banner Small	\$500		\$250 listing on sponsor page
Display Type	Location	Price	Availability	Tide's 2013 Price
Name listed as desired a Ballpark Donors Wall of Friends and a letter of thank you.	On Concourse Fence facing the Concession Stand and next to the concourse steps upward to stadium.	\$300 – 499		
Letter of Thank you	Sent to you for your donation.	\$25-299		

Appendix B

Old Orchard Beach's The Ballpark Sponsorship & Advertising Contract

This is a template subject to be customized to fit the benefit, e.g., signage, publication. This Advertising Display contract is made and entered into this _____ day of _____, by and between Town of Old Orchard Beach (the Town) and _____ (the advertiser) with reference to the following facts and purposes.

- A. The term "the Ballpark" means the municipal facility located on Ballpark way off 14 E. Emerson Cummings Boulevard, consisting of approximately 49 acres of land improved with a stadium, playing fields and parking areas. The Ballpark is to be used for public

recreational sports events, small performing arts and musical venues and other multipurpose community festivals. In connection with the ballpark stadium services, the Town will make available space for advertising and promotional displays as described in Appendix A.

- B. Advertiser has reviewed Appendix A, "Sponsor Opportunities". At the ballpark stadium and desires to advertise using a sign at the Ballpark or advertising in a ballpark event publication.
- C. Advertiser is aware that approval of Advertiser's final designs requires prior approval by the Town (*via The Ballpark Commission*) and must meet the generally accepted minimum standards for public display delineated as agreed.

In consideration of the foregoing, the parties agree as follows:

1. Contract Price and Payment

The Advertiser shall pay to the Town the sum of \$_____dollars (the "contract price") for the right to place advertising and promotional displays at the ballpark stadium or in _____ publication as set by the commission.

2. Location of Advertising Displays

The Advertiser has submitted a preliminary advertising design for advertising to appear at The Ballpark stadium location _____ (i.e., Outfield, skybox, inside the stadium, fence surrounding and under the stadium, electronic scoreboard or _____ publication).

3. Term of Contract

The terms and validity of the Contract begin from the date of signature of the contract below. The "Initial Term" of this Contract shall end on _____. *There may be one or multi-year contracts.* (date)

4. Contract Renewal

The Ballpark Commission may extend to the advertiser an option to renew this contract.

5. Non-exclusivity

This Contract does not provide sponsorship or naming rights for any portion of The Ballpark Stadium or surrounding facilities. The Town retains the right to accept or reject any advertising for any product whatsoever from any advertiser elsewhere on The Ballpark Stadium property. Further, This Contract does not convey any exclusive rights to advertising for beverage, soft or energy drinks or product categories on The Ballpark stadium property.

6. Display of Signage

The Town and the advertiser agree to display advertising signs during the terms negotiated.

7. Public Display Minimum Standards

The Town shall review and approve any and all advertising design, display artwork and copy for the purpose of fulfilling this Contract. All Advertising must meet the

minimum standards for public display as outlined in Old Orchard Beach Code of Ordinances as agreed upon by the Commission.

The advertiser must comply with all advertising and promotional tax law for the State of Maine.

8. **The Town's Agent** The Town, acting by and through its Town Council or its Town Manager so authorized by the Town Council, may designate an individual, or a group of individuals constituted and functioning as a board, committee or commission (*e.g., The Ballpark Commission, General Manager or designated representative*) to act as the Town's agent for exercising all or some of the town's duties and rights under this Contract. The Town shall notify Advertiser in writing of such designation of its agent or any change in such designation.

Appendix C

Advertising Banner Standards

1. All wording on banners should be easily readable from the distance from which the viewers have easy access. For example banners on the outfield wall must be easily readable from 400-500 feet away. This means the size of the letters and the colors involved must create the contrast needed to be seen from the stadium's terrace and furthest skybox from the advertisement. Please reference **Example of The Ballpark Advertisements and Their Evaluations: Creating a Basis for Judging the Adequacy of Design** which critiques advertisements on The Ballpark's outfield walls in 2011. This is for the benefit of the advertiser. The exception would be if the advertise insists on the logo or advertising format that already exists. In this case the seller must make it clear that the effectiveness of the advertisement might be compromised, and we wish provide the most benefit to our advertisers.

2. Banners must be made on durable material that with stands the demands of inclement weather.

No banner shall display tobacco pr c materials or profanity.

The Council spent some time discussing this agenda item but the consensus was that the Ballpark Commission has valued to cost of services and that this can be further evaluated during the upcoming season and that they should move forward with the approval of the Sponsorship Police and Procedure for the Old Orchard Beach Ballpark and establish the Sponsorship Fees.

MOTION: Vice Chair Quinn motioned and Councilor Thornton seconded to Table to the January 7, 2014 Town Council Meeting.

VOTE: Unanimous.

6080 Discussion with Action: Re-appoint Kim Schwickrath and Donald Comoletti as regular members of the Design Review Committee, terms to expire 12/31/15 and appoint Mark Lindquist as a regular member of the Design Review Committee, term to expire 12/31/15; re-appoint Karen Brozek to the Conservation Commission, moving from an alternate to a regular position, term to expire 12/31/16; re-appoint Neal Weinstein, Michael Gray and Larry Littlefield as regular members of the Finance Committee, terms to expire 12/31/15; appoint Reza Namin as alternate to the Finance Committee, term to expire 12/31/14; re-appoint Jeffrey Regan as the community member at large to the Recreation Board, term to expire 12/31/16 and re-appoint George Shabo as the representative of the teachers from the public schools operated in Old Orchard Beach to the Recreation Board, term to expire 12/31/16; appoint Stephen Sullivan as the Democrat to the Registration Appeals Board, term to expire 12/31/16, re-appoint Geraldine Valliere as the alternate Democrat to the Registration Appeals Board, term to expire 12/31/16, and re-appoint Nancy Kelley as the Republican to the Registration Appeals Board, term to expire 12/31/16; re-appoint Tianna Higgins and Mark Lindquist as regular members of the Zoning Board of Appeals, terms to expire 12/31/16; re-appoint Kenneth Lafayette as the alternate business member and Gary Curtis as the alternate citizen member of the Business License Administrative Board, terms to expire 12/31/15; re-appoint Francis Manduca to Board of Assessment Review, moving from an alternate to a regular member, term to expire 12/31/16; re-appoint Jacqui Deveneau, Lorrie Moore, Michelle Belanger, Beverly Russell and Paul Niemczyk as regular members of the Community Animal Watch Committee, terms to expire 12/31/15; re-appoint Lou Valentine, Winthrop Winch, Jean Leclerc, and Jason Webber as regular members of the Comprehensive Plan Committee, terms to expire 12/31/15.

These are yearly appointments done through the Office of the Town Clerk and with the approval of the Council.

MOTION: Councilor Thornton motioned and Councilor Pastor seconded to approve the appointments as read.

VOTE: Unanimous.

6081 Discussion with Action: Act on Order for Special Election, April 8, 2014, for RSU #23, Old Orchard Beach, Board of Directors.

BACKGROUND:

Saco and Dayton withdrew from the RSU #23. There are currently two members on the RSU #23 Board of Directors as of July 1, 2014 (Gary Curtis and Jerome Plante), and the Board will consist of five members. This warrant will establish the Order for the Special Election on April 8, 2014.

MOTION: Councilor Kelley motioned and Pastor seconded to Act on Order for Special Election, April 8, 2014, for RSU #23, Old Orchard Beach, Board of Directors.

VOTE: Unanimous.

**TOWN OF OLD ORCHARD BEACH
WARRANT FOR SPECIAL MUNICIPAL ELECTION
April 8, 2014**

County of York, ss.

To Roger Stevens, a resident of the Town of Old Orchard Beach, Maine:

You are hereby directed to notify the voters of the Town of Old Orchard Beach of the Special Municipal Election described in this warrant.

You are hereby notified that a Special Municipal Election is to be held on Tuesday, April 8, 2014 at the Old Orchard Beach High School, E. Emerson Cummings Boulevard, to act on Article 1 by secret ballot, as follows:

Article 1: To elect three Directors to the Board of Directors for Regional School Unit #23, Old Orchard Beach, pursuant to 20-A MRSA §§ 1472-A and 1472-B.

Polls shall be opened at 8:00 a.m. and close at 8:00 p.m.

Absentee ballots will be processed on Election Day (April 8th) every hour on the hour beginning at 9:00 a.m.

GOOD AND WELFARE:

JEROME BEGART: He remarked about the usefulness of the Finance Committee and their responsibilities in the CIP budget considerations. He also asked if the Audit Report would be on the web site and this was acknowledged that it would go on the next day.

ADJOURNMENT:

MOTION: Councilor Kelley motioned and Councilor Thornton seconded to adjourn the Town Council Meeting at 8:05 p.m.

VOTE: Unanimous.

Respectfully Submitted,

V. Louise Reid
Town Council Secretary

I, V. Louise Reid, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of twenty (20) pages is a copy of the original Minutes of the Town Council Meeting of December 17, 2013.