

**TOWN OF OLD ORCHARD BEACH
TOWN COUNCIL MEETING
Tuesday, October 1, 2013
TOWN HALL CHAMBERS
7:00 p.m.**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, October 1, 2013. Chair O'Neill opened the meeting at 7:10 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
Town Manager Larry Mead
Assistant Town Manager V. Louise Reid**

Absent: Councilor Kenneth Blow

**Pledge to the Flag
Roll Call**

ACKNOWLEDGEMENTS:

COUNCILOR KELLEY: A thousand thanks to all who participated in the POW/MIA weekend which was an enormous success and a time to recollect the sacrifices made by so many. From the motorcade; to the Huey helicopter arrival; to the military honors with a twenty-one gun salute; to the visit by Governor LePage and Congressman Michaud; to the dedication of the "Missing Man" Chair; the participation of the Rolling Thunder; the Vietnam POW Exhibit; to the Kora Highlander Bagpipers; and to all other participants, our sincere thanks. Our special thanks to Russ Warriner for his enormous effort and commitment to the veterans and to our community. We understand Russ is leaving Maine for Florida but our thoughts and best wishes go with him and our continued appreciation for all he has done in these efforts.

CHAIR SHAWN O'NEILL: I have been asked to read the following from Russ Warriner: "To Old Orchard Beach Town Manager, Assistant Town Manager, all the Town Council and Lt. Deluca. Due to pent-up emotion that I feel, I am asking that someone read this. Would you do me the honor and read it? I want to thank you all for your support for the weekend event of September 20 – 22. When I arrived at the staging area to start our trip north, I was so proud to see not only four members of the Council on their motorcycles, but two more Council members, the Town Manager and the Assistant Town Manager in a convertible, with the top down I should add. I am so proud and emotional. Shortly after starting out on our trip north, the Huey arrived to escort the escort. A comment or two at the end of the escort ride told me that you were proud to be part of this event. I do not believe any of you expected to have that Huey just high enough to clear wires and bridges above you, an experience that you may never have again. One of the Councilors, I think it was Councilor Blow said, "I thought something was wrong with my bike or someone near me, until I realized that it was the helicopter above us and not a bike making noise. The Huey was here for the weekend for everyone to enjoy and some even took a ride. A big thank you for the C. Fayette Staple Post

#57, who was the prime sponsor to bring the Huey here from Indiana and a thanks to the Town for your support to make it happen. With the dedication of the "Empty Seat" that will remain in the Old Orchard Beach Ballpark long into the future to remind every that we still have 92,000 American Soldiers still missing from all wars, the Huey was so important to have at the event. As you all know by now, I am moving away – but turning to the Ballpark and others to make sure the program remains as an Old Orchard Beach program. As the Founder, I would like it to remain where it started. This program will bring people to Old orchard Beach and show them how awesome Old Orchard is to visit. Every member of the crew from Indiana wants to return next year and several want to vacation here. Although turnout was small, it was an increase from last year. Mr. Jerome Plante has already made the first move to bring the Huey back next year. We need your support to make this happen. It is hard to say good-bye to something I believe so strongly in, so even though I am moving away, I am only a phone call away. My wife said, "We hope to return for the event next year." Again, I am so very proud to have all of you there to support my wife and me. If ever you are in our area of Florida, stop by. My wife Terri says, "The coffee is always on." Thank you again, Russ Warriner.

RUSS WARRINER: Russ made comments and expressed his appreciation to the Council and to all those who participated in the event and encouraged all those who participated to help carry on this important tradition.

CHAIR O'NEILL: I would also ask for a moment of respect and an expression of our condolence to Brian McDermott at the passing of his wife, Kimberly. Kimberly went through many years in her struggle against cancer. Our thoughts and prayers go out to the family.

ACCEPTANCE OF MINUTES: ACCEPTANCE OF MINUTES: Special Town Council Meeting Minutes of September 10, 2013; Town Council Workshop Minutes of September 10, 2013; Town Council Meeting Minutes of September 17, 2013; and Administrative Review Board of September 18, 2013.

MOTION: Councilor Frenette motioned and Councilor Kelley seconded to Accept the Minutes as read.

VOTE: Unanimous.

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

CHAIR O'NEILL: I open this Public Hearing at 7:24 p.m.

Shawn Girard dba/CIA Waste Industries, Inc., Wastehauler Vehicle; Anthony Ricupero (205-9-3), 15 Carll Avenue, one year round rental; George & Susan Yameen (205-9-8), 11 Hoffman Street, one year round rental; T&T Leasing LLC (206-24-40), 23 School Street, five year round rentals; Jonathan & Loretta Lamoureux (211-2-35), 217 Temple Avenue, one year round rental; The Edgerly Ocean Park Trust (319-3-4), 5 Dune Street, one year round rental; and David & Vicki Keene (321-3-1), 14 Colby Avenue, one year round rental.

CHAIR O'NEILL: I close this Public Hearing at 7:25 p.m.

MOTION: Vice Chair Quinn motioned and Councilor Thornton seconded to Approve the Business Licenses as read.

VOTE: Unanimous.

TOWN MANAGER'S REPORT:

The Town Manager reported that a letter has been sent to many citizens in the area of Goosefare Brook in Ocean Park and that the dye testing has been done on some homes. There has been cooperation with the Town which is very much appreciated. He also indicated that we had just been informed the Saco and Old Orchard Beach's application for a grant to perform a Goosefare Brook watershed management plan has received conditional approval. This will be a huge help as we work to identify and mitigate pollution sources in the watershed which will ultimately improve the health of our natural resources, including water quality. We will continue to update the Council on this important project. I have followed up with the Ballpark Commission of the needs of the Ballpark and closing it for the winter months particularly the turf maintenance at the Ballpark fields. We have been involved in Fire negotiations and this week will meet with the Police Department regarding negotiations. We have filled the part time position in the Code Enforcement Office and have also brought on a part time consultant to help us in Code until we are able to secure the services of a full time Code Enforcement Officer. I had a meeting with the Director of the Edith Belle Memorial Library and staff and I will be meeting with her committee again this Thursday with the need to move forward quickly on the bond issue and the building project itself. I have spoken with the Bond Bank and are following up on that issue as well and will be bringing a request to the Town Council at the next Council meeting so that project is no longer on hold. The FEMA Flood Plan has been temporarily put on hold but I expect that to move forward shortly and it will impact many of our citizens. I have spoken with our consultant and am keeping on top of the important issue. I attended a PACTS meeting. Our attendance has been missing over the past year or so because of changes in our offices but I feel it is important to maintain a presence in this process as well.

6031 Discussion with Action: Holding of a Business License Revocation Hearing relative to the operation of Kate's Butter and their inability to move its operation to Arundel, Maine, prior to the date of September 30, 2013, as previously agreed to by the business owner.

CHAIR O'NEILL: The Town Council will decide how it will move forward with Kate's Homemade Butter issue. The business has operated for more than thirty years in a residential neighborhood at 3 Arbutus Avenue. The business has grown exponentially since its inception, and there have been complaints in recent years from neighbors regarding truck traffic and excessive noise and other issues. Kate's Homemade Butter intended to move into their new facility in Arundel by September 30th but delays in construction and labor issues have made that impossible. In June the Town Council ordered the business to leave by September 30 with the intention of fining the business if it didn't comply. In late August Kate's Homemade Butter wrote the Town a letter stating that the business would not be able to relocate to Arundel until February 1st. At an Administrative Board Review meeting the owner stood firm on the February 1st date. The Board made a recommendation to the Town Council to allow Kate's Butter to stay until February 1st and terminate the Company's variance which allows the business to operate when the Company's business license expires on May 1, 2014. In a letter dated September 25, 2013, Patry stated the business was prepared to forfeit its's business variance when the business license expires May 1, 2014. Patry also said that "Conditionally, Kate's Butter does not feel it should incur any fines related to the business and Kate's Butter will continue to operate under the constraints of the Consent Agreement with the Administrative Board. All agree that the Council needs to come up with

an enforceable agreement that both parties agree to sign, agreeing that Patry can operate until February 1, 2014 and forfeit his variance on May 1, 2014.

Kate's Butter – Motion – June 4, 2013

VICE CHAIR BOLDUC MOTIONED AND COUNCILOR MAILHOT SECONDED TO:

Be it so Ordered by the Town Council that Kate's Homemade Butter, Inc. (the "Operator) complete and move to its new business operation facility in Arundel, Maine, on or before September 30, 2013; but if unable to move its operation to Arundel, Maine prior to this date, the Operator must notify the Town Council by August 30, 2013 which will set forth a Business License Revocation Hearing on or before October 1, 2013. If there is non-compliance to the Consent Degree to be approved at the Administrative Review Board Meeting on June 6, 2013, the business license may be revoked. The Operator shall provide monthly updates to the Code Enforcement Officer on the status of the project starting June 30, 2013; and shall provide reasonable access during normal business hours to the facility it is constructing in Arundel, Maine.

VOTE: UNANIMOUS.

On August 30, 2013, Dan Patry sent an e-mail to the Assistant Town Manager indicating:

"Over the past week we have consulted with all of our major subcontractors regarding their timeline for completion. The two major contractors include electrical process cooling but we've also spoken with HVAC, process piping and general carpenters. All of the companies involved agree that February 1st is a date Kate's Butter can stand behind in order to complete the factory in Arundel. We sincerely appreciate the opportunity last week to sit before the new Council and discuss the past, present and future of Kate's Butter in Old Orchard Beach. We will continue to operate under the constraints of the consent agreement as we have for the past twelve months."

The Administrative Board met with Kate's Butter management after this meeting during which time questions of the schedule and future operations were discussed thus leading to our meeting this evening with the Town Council.

On September 25, 2013 the following e-mail was received by the Assistant Town Manager from Dan Patry:

"Kate's Butter is prepared to forfeit its variance on 3 Arbutus Avenue when the business license expires May 1, 2014. Conditionally, Kate's Butter does not feel it should incur any fines related to the business and Kate's will continue to operate under the constraints of the consent agreement. As in the past, Kate's representative, Lucas Patry, will make himself available to the Town administration to answer any questions pertaining to our transition from Old Orchard Beach to Arundel. We hope our transition to Arundel goes smoothly for all involved and we look forward to maintaining a relationship with the Town and Schools long into the future."

CHAIR O'NEILL: The Chair indicated he wanted to move this process through for the benefit of the abutters but also in fairness to the business and that the Council is providing the following agreement for acceptance and signature by the business owner of Kate's Butter:
In your recent letter of September 25, 2013 you advise as follows:

“Kate's Butter is prepared to forfeit its variance on 3 Arbutus Ave. when the business license expires May 1, 2014. Conditionally, Kate's Butter does not feel it should incur any fines related to the business and Kate's will continue to operate under the constraints of the consent agreement. As in the past, Kate's representative, Lucas Patry will make himself available to the town administration to answer any questions pertaining to our transition from Old Orchard Beach to Arundel.”

First, please be advised that the Town Council appreciates your offer regarding the surrendering of the “variance”. However, we believe additional clarifications and, going forward, that additional structure and benchmarks are necessitated regarding the authorizations for Kate’s Butter to continue its commercial operations at the 3 Arbutus and 133 Saco Avenue properties.

At this juncture, the Council, following the unanimous recommendation of the Administrative Review Board, is undertaking its review and hearings on whether to revoke the business license for Kate’s Butter. With the above points in mind, the Council wanted me to advance the following terms as those that the Council seeks agreement from Kate’s Butter on in order for the Council not to initiate the revocation of the business license for Kate’s Butter:

- 1. By February 1, 2014 all dairy manufacturing and related transportation, storage, processing or other related or associated operations formerly or currently taking place at the 3 Arbutus Avenue and 133 Saco Avenue properties will cease.**
- 2. Kate’s Butter will from the date of this letter forward, provide to the CEO and Town Manager bi-weekly progress reports of the closing down and moving its dairy operations out of the 3 Arbutus Avenue and 133 Saco Avenue properties.**
- 3. The terms governing trucks and vehicles, the garaging, receiving and shipping operations at the 3 Arbutus Avenue property and otherwise governing the size, hours and number of trucks providing service to or from the operations at 3 Arbutus Ave. will continue to be governed by and in compliance to the terms set forth in the June 13, 2013 Consent Agreement between the Town and Kate’s Butter. The terms of the Zoning Board of Appeals Decision of July 7, 2003 concerning the limitations on truck activities taking place at 133 Saco Avenue shall remain in force and effect.**
- 4. By the passing of the date of May 1, 2014, Kate’s Butter agrees, warrants and affirms that it and its principals and/or owners of assignees have totally and permanently relinquished any vestiges or claims of right, privilege or authority that any one or more of them may have previously acquired from the Town related to the operation of the butter or dairy manufacturing or**

similar businesses at the 3 Arbutus Avenue or 133 Saco Ave. premises. Kate's Butter or its owners or principals or assigns may hereafter re-apply for any such approvals, licenses or permits as it may wish to secure under current zoning or other regulations of the Town.

5. If not otherwise suspended or revoked, on May 1, 2014 the Business License of Kate's Butter authorizing the manufacture, processing, storage, shipping of dairy products and butter, and all other related activities formerly taking place at the 3 Arbutus Avenue and 133 Saco Avenue properties will expire and will not be renewed.

RICKI LETOWT: She indicated that although she doesn't live near the business she understands the frustrations of the neighbors and she felt this February 1st date was fair considering it is during the winter months and traffic should be less of an encumbrance to the neighbors.

LUCAS PATRY: He indicated that Kate's Butter would sign the agreement and he thanked the Council and the neighbors for their patience. He was very positive and polite in addressing the issue of the move and looked forward to continued good relationship with everyone.

GREG KIDD: He gave a historical account of the business and felt that in many areas the business license should have been revoked for ordinances were broken but that he was pleased to see the February 1st date as a possible solution for the neighbors.

COUNCILOR PASTOR: She said the Council understands the issues; understand the diversity of the history of this business; and are moving forward in a positive way to timely address the issues that have been brought before the Council.

MOTION: Councilor Kelley motioned and Councilor Frenette seconded to move forward by providing to Kate's Butter's management the Agreement as proposed for their signature which is to be provided to the Town Manager within a week and presented to the Council on the next Town Council agenda scheduled for October 15, 2013.

VOTE: Unanimous.

6032 Discussion with Action: Accept the bid of \$158,654 from Specialty Vehicles Inc. for a 2014 Ford Lifeline Ambulance as specified by the Fire/Rescue Departments; to be funded from Account Number 52002-50807 – Rescue Vehicle Purchase, with a balance of \$183,439.75.

CHIEF JOHN GLASS:

The Town of Old Orchard Beach solicited bids for a new 2014 ambulance from mid-August until September 6, 2013. This purchase is a FY14 budgeted purchase based upon our four-year "front line" equipment replacement. Five manufacturers submitted bids for a factory built type 3, For Ambulance, based upon our provided specifications which all Ambulance manufacturers could meet. The vehicle being replaced has also been evaluated by all bidding dealers for trade-in purposes. Many of our staff personnel drove and rode in each model bid to assess suitability and operational ease. The Ambulance dealers all included in their pricing

a base price, the trade-in value of our vehicle, and a factory rebate amount from Ford Motor Company. Additional options were considered such as spotlights, body reinforcing options, snow chains, an on-board refrigerator for medicine, and discounts for pre-payment among others. Two dealers submitted vehicles based upon a 2013 chassis.

The bids were as follows:

Specialty Vehicles, Inc.	\$158,954.00	
Sugarloaf Ambulance/Rescue Vehicles		
Bid 1	(2005 Road Rescue)	\$162,477.00
	With trade-in	\$157,277.00
	Prepayment	\$156,277.00
Bid 2	(2010)	\$170,782.00
	With trade-in	\$165,782.00
	Concession	\$160,582.00
	Prepayment	\$159,582.00
Greenwood Emergency Vehicles		\$165,730.00
Bert's Body Works, Inc.		\$141,727.00
Road Rescue		\$149,478.00

Recommendation: Chief John Glass and his staff reviewed the bids submitted and make the following recommendation: The Town of Old Orchard Beach should accept the bid from Specialty Vehicles Incorporated for \$158,654 which includes mechanical options, \$9,000 for a trade-in of our existing Ambulance; a \$5,200 rebate from Ford Motor Company; and a \$1,500 payment upon delivery discount option. We have purchased two other ambulances from this dealer in the past and they have proven to be a reputable company and a supplier of quality vehicles in the industry.

MOTION: Councilor Frenette motioned and Councilor Kelley seconded to Accept the bid of \$158,654 from Specialty Vehicles Inc. for a 2014 Ford Lifeline Ambulance as specified by the Fire/Rescue Departments; to be funded from Account Number 52002-50807 – Rescue Vehicle Purchase, with a balance of \$183,439.75.

VOTE: Unanimous.

6033 Discussion with Action: Approve adding to the Town's Property insurance policy, effective June 1, 2014, the cost of insurance not to exceed \$500 on the Pine Tree Chapter of the American Theatre Organ Society's three (3) manual thirteen (13) rank Wurlitzer Theatre Organ located in the Loranger Middle School from Account Number 20119-50373 – General/Vehicle/Flood Insurance Expense.

BACKGROUND: Each year the Town enters into an Agreement with the Pine Tree Chapter of the American Theatre Organ Society, a Maine Corporation having a place of business in Maine, and with the RSU23. The Pine Tree Organ Society received this organ which was donated to the Town from the Stanley-Warner Theatre in New Rochelle, New York, together with all the pipes, equipment, console, and accessories necessary for the proper use of the organ. This organ is available for use for school and town functions and other activities in the Auditorium. It is noted that should the Town for any reason decide to discontinue the use of the Organ, title of the Organ would automatically be assigned to the pine Tree Society. Many Sundays and other times during the year, the organ is played for the benefit of

attendees and it is the Pine Tree Society itself that does maintain the upgrades on the equipment, spending many hours of personally committed energy, expertise and time in keeping it to the highest use. It has been the responsibility of the Committee, small in number, to pay for the insurance from the dues that they have collected and this cost has been difficult to maintain based on the other costs they incur for upgrades to the equipment itself. They are asking for consideration by the Town to include the cost of insurance on the organ on the Town's policy recognizing that the cost would be less than they pay with an outside insurance company; the cost being around \$500. All Councils have been great supporters of the Pine Tree Society, often donating their efforts to events.

AGREEMENT

THIS AGREEMENT executed in triplicate this 1st day of October, 2013, by and between the Pine Tree Chapter of the American Theatre Organ Society, a Maine Corporation having a usual place of business at ~~121 Dam Road, Porter, ME 04068~~ **6 Big Hill Rd, Otisfield, ME 04270** (hereinafter referred to as PTCATOS), the town of Old Orchard Beach, and Regional School Unit 23 (hereinafter referred to as RSU23).

WITNESSETH:

WHEREAS RSU23 owns the premises known as McSweeney Auditorium in Loranger Middle School, which auditorium is used for classes and other activities of the school and is essential to its operation as an educational institution; and . . .

WHEREAS PTCATOS obtained and through its auspices has donated to the Town of Old Orchard Beach, a three (3) manual thirteen (13) rank Wurlitzer Theatre Organ from the RKO-Proctor, a Stanley-Warner Theatre in New Rochelle, New York, together with all of the pipes, equipment, console, and accessories necessary for the proper use thereof, all of which are hereinafter collectively referred to as the Organ; and . . .

WHEREAS RSU23 and the Town of Old Orchard Beach wish to have the Organ available for use for school and town functions and other activities in the Auditorium, and in consideration thereof, RSU23 is willing to cooperate with PTCATOS, as hereinafter set forth:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS;

1. RSU23 agrees to make available the spaces and areas currently occupied by the Organ and its appendages when necessary to use said Organ as described throughout this agreement.

2. RSU23 agrees that PTCATOS shall have the right to use the Organ, stage area, toilets, parking lot, and passageways commonly used with the stage area, and the auditorium and passageways during concerts, for meetings, practice, maintenance, and rehearsals for not to exceed eight (8) concerts per year, and to hold monthly meetings of PTCATOS members in the auditorium, and members of PTCATOS and responsible and competent persons invited by any of the three parties to this Agreement and coordinated by PTCATOS, shall have the right to play said Organ, under the following terms and conditions:

(a) Rehearsals, concerts, and recitals, and the playing of the Organ by PTCATOS members, shall not, in the judgment of the Superintendent, or his or her nominee, disturb or interfere with the classes or other activities or events of the RSU23;

(b) Electricity for lighting and power to operate the Organ shall be provided without cost to PTCATOS;

(c) PTCATOS shall have the sole right to handle tickets for admission to said concerts and recitals, and/or to collect donations at the door subject to any waiver by RSU23;

(d) PTCATOS shall, if and when required by the laws, ordinances, and regulations of the State of Maine and the Town of Old Orchard Beach and the RSU23, obtain permits and licenses for said concerts and recitals. PTCATOS shall observe and comply with all laws, ordinances, and regulations of the State of Maine and/or the Town of Old Orchard Beach and RSU23 applicable thereto.

3. During the term of the Agreement, PTCATOS will, without charge, except for necessary materials and parts as are needed, provide such labor and expertise needed to keep the Organ in good working order, with a goal of First Class operating condition. Necessary parts and materials costs are to be shared by the Town of Old Orchard Beach, and from concert proceeds, and when such proceeds are insufficient, from Town Council appropriation. PTCATOS agrees to encourage and promote the use and enjoyment of the Organ by the Town of Old Orchard Beach and RSU23; and work with school personnel to try and create more student interest in the Organ. Any use of the Organ by school personnel shall be coordinated through the PTCATOS Executive Committee.

4. Responsible persons who are not members of PTCATOS may, with permission of RSU23 and judged to be competent by a member of the PTCATOS Executive Committee, play the Organ, either to practice or play at events cleared through the Superintendent's Office, provided said events are not paid concerts.

5. It is understood and agreed that if the Town of Old Orchard Beach and RSU23 lose interest in, or for any other reason decides to discontinue the use of the Organ, title to the Organ will be automatically assigned to the PTCATOS and authority to remove the Organ and its appendages from the Gymnasium/Auditorium and reasonable time to remove it (at least six {6} months) will be given to PTCATOS. If PTCATOS is unable to complete the removal in the allotted time, the town of Old Orchard Beach, RSU23, and PTCATOS will renegotiate an extended time period to allow for the careful removal of the instrument without damage. If PTCATOS should ever claim title to the Organ under conditions mentioned above, and should sell the Organ, any profits from such sale would be equally divided between the town of Old Orchard Beach and PTCATOS.

6. ACCESSIBILITY

(a) A set of keys shall be left in the Town of Old Orchard Beach Police Station for use by designated members of PTCATOS for entrance to the stage area of the auditorium as aforementioned in Paragraph Two (2), for practice, maintenance, and any other activities connected with the Organ, to come and go at their discretion, under the terms and conditions set forth in Paragraph Two (2) and its subsections a, b, c, and d aforementioned. These keys shall be signed out only to persons authorized by the Superintendent and the President of PTCATOS, as listed on the official notification letter to the Police Department, and said keys shall be returned to the Police Station immediately upon leaving the school building. All due and exceptional care shall be taken to ensure the area vacated is secure, lights turned off, power shut off to the Organ blower, doors securely locked.

(b) Access to the organ pipe chambers, the console enclosure on the stage, and the organ blower area shall be restricted to members of the PTCATOS and School Department employees except:

- when a member of the PTCATOS can be present
- when the Executive Committee of PTCATOS or its Chapter Technician agrees that there is no need to be onsite

- when an emergency repair is necessary
The intent of this paragraph is to protect the Organ from intentional or unintentional damage during the course of repairs or renovations to the physical plant.

7. INSURANCE - PTCATOS agrees to procure and maintain in force during the term of this Agreement a Comprehensive General Liability Policy providing a combined single limit of \$300,000 covering its activities under the Agreement. RSU23 shall be named as an additional insured and shall receive thirty (30) days prior written notice of cancellation or non-renewal. Evidence of this insurance shall be provided to RSU23. **The Town of Old Orchard Beach agrees to raise \$500 annually to cover the cost of this policy.**

8. The Town of Old Orchard Beach and the RSU23 and PTCATOS agree that this Agreement shall continue in effect for 364 days from date of this Agreement, and shall not be terminated before that date, provided all parties comply with the terms and provisions hereof, and may be renewed for successive 364 day periods. Negotiations for renewal shall occur during the month of September or at the convenience of the parties.

9. It is further agreed that any and all matters which arise at a later date, and are not covered by this Agreement, will be negotiated in good faith by the parties responsible for this Agreement.

By: _____ Date _____
Assistant Town Manager Old Orchard Beach

By: _____ Date _____
President Pine Tree Chapter American Theatre Organ Society

By: _____ Date _____
Assistant Superintendent RSU 23

MOTION: Councilor Frenette motioned and Councilor Kelley seconded to Approve adding to the Town’s Property insurance policy, effective June 1, 2014, the cost of insurance not to exceed \$500 on the Pine Tree Chapter of the American Theatre Organ Society’s three (3) manual thirteen (13) rank Wurlitzer Theatre Organ located in the Loranger Middle School from Account Number 20119-50373 – General/Vehicle/Flood Insurance Expense.

VOTE: Unanimous.

6034 Discussion with Action: Set a Public Hearing date of November 19, 2013 to Amend the Zoning District Amendment: Expand the Campground Overlay District over a over a single parcel zoned R-1 located at 9-11 St. John Street, MBL – 206-26-7 (Ne’re Beach Campground), and owned by Pacy LLC.

JEFFREY HINDERLITER: The Planner has recommended two zoning change proposals. Attached is the background on these items for which a Public Hearing is to be set for November 19th (the reason for the date is the need to post for an associated time which does

not permit it to go forward to the October 15th meeting and since the next regularly scheduled meeting is November 19th, that is the reason for that date being selected.)

Background: The purpose of this proposal is to extend the existing Campground Overlay District to a 0.23 acre lot. The current district is Residential 1 (R1) and this district will remain. What will change is the lot will, in addition to R1, have the Campground Overlay zoning designation and which allow the lot to take advantage of the Campground Overlay (CO) standards. Alan Weinstein (Pacy LLC) approached me last year about what he could do concerning a blighted building on property he owns adjacent to the his campground, Ne're Beach. I visited the site and the building was a safety hazard and in my opinion, could not be rehabbed- it needed to be demolished. To move forward, Mr. Weinstein and I discussed several options and the best appeared to be removing the building and extending his campground. Mr. Weinstein brought a proposal to landscape and add 4 camp sites. I could see this was to be a considerable improvement to the property (as well as surrounding area) and I approved this as an administrative site plan review. As party of my review, I checked all the normal items, including the zoning district, and my interpretation of the zoning map was that the parcel was in the CO District. Since that time, a few zoning district discrepancies came up and I decided to work with our GIS consultant to update the maps to make sure the zoning districts were correctly represented by using the most recent, Council signed zoning map and to make the districts more clear by adding different colors and matching for the overlay districts. When this was completed, sure enough, we found that Mr. Weinstein's redeveloped lot was not in the CO District- the CO District ended at the abutting lot. So, to correct this mistake, it is in my opinion that the best way to move forward was to extend the existing CO District associated with Ne're Beach Campground to include this 0.23 Acre lot. If you look at the areas of Ne're Campground currently zoned CO, this appears to be a natural extension that makes complete sense. Because the proposal is a zoning change and part of Chapter 78, it first requires a public hearing to be held by the Planning Board (PB) as well as the PB to offer a recommendation to the Council (see below). On 12 September, the PB held a public hearing and provided a recommendation that the Council approve the proposed zoning change.

Sec. 78-31. - Amendments to chapter.

(a) This chapter may be amended from time to time as the needs of the town require after public hearing on a proposed amendment held by the planning board and following posting and publishing of notice of the hearing.

(b) Such notice shall be posted in the town office at least 14 days before the public hearing and shall be published at least two times in a newspaper of general circulation in the town. The date of the first publication must be at least 14 days before the hearing, and the date of the second publication must be at least seven days before the hearing.

(c) Amendments to this chapter shall be adopted only after favorable vote of a majority of the members of the town council.

One of the primary tests for zoning changes- is it consistent with the adopted comprehensive plan. Our most recent adopted comp plan is from 1993. I reviewed the Community Goals and Policies and found "campgrounds should be allowed to expand as a conditional use with standards to assure their operation as good neighbors." Therefore, in my opinion, this proposal is in consistent with the adopted comprehensive plan.

Mr. Weinstein has made considerable improvements to this lot and surrounding area and it was my misinterpretation of the zoning boundary that allowed the proposal to move forward.

MOTION: Councilor Frenette motioned and Councilor Kelley to Set a Public Hearing date of November 19, 2013 to Amend the Zoning District Amendment: Expand the Campground Overlay District over a single parcel zoned R-1 located at 9-11 St. John Street, MBL – 206-26-7 (Ne're Beach Campground), owned by Pacy LLC.

VOTE: Unanimous.

6035 Discussion with Action: Set a Public Hearing date of November 19, 2013 to Amend the Zoning District Amendment: Expand the Campground Overlay District over a single parcel zoned GB-1; located at 17 Ocean Park Road, MBL 210-10-4 (OOB Campground) and owned by RBD Inc.

Background: The Planner has recommended two zoning change proposals. Attached is the background on these items for which a Public Hearing is to be set for November 19th (the reason for the date is the need to post for an associated time which does not permit it to go forward to the October 15th meeting and since the next regularly scheduled meeting is November 19th, that is the reason for that date being selected.) The purpose of this proposal is to extend the existing Campground Overlay District to a 1 acre lot. The current district is General Business 1 (GB1) and this district will remain. What will change is the lot will, in addition to GB1, have the Campground Overlay zoning designation and which allow the lot to take advantage of the Campground Overlay (CO) standards. Last year, Mike Daigle approached me and discussed his desire to improve his property, the OOB Campground. We met several times and reviewed several concepts. The proposal was to be done in several phases over a few years. The first phase was to create a safer, new entrance/exit to Ocean Park Road, reconfigure the interior front vehicle circulation patterns and landscaping. To do this (and to make the entire project work), Mr. Daigle had to purchase a 1 acre triangle-shaped lot (which is the lot associated with the proposed CO District) that included the Vacancy Pub and several overnight cabins. At the time this work was done, it was permissible in the GB1 District; therefore, a zoning change was not necessary. As many of you have probably seen, the first phase is close to completion. Mr. Daigle would like to begin the second phase which includes significant updates to the campground sites. As part of this proposal, the campground will extend into a portion of the former Vacancy Pub lot. Since this lot is zoned GB1, the campground lots are not permissible. To make the proposal work, we are proposing to include the CO as an overlay zone. If you look at the areas of OOB Campground currently zoned CO, this appears to be a natural extension that makes complete sense. Similar to the Ne're Beach CO proposal, because the proposal is a zoning change and part of Chapter 78, it first requires a public hearing to be held by the Planning Board as well as the PB to offer a recommendation to the Council (see below). On 12 September, the PB held a public hearing and provided a recommendation that the Council approve the proposed zoning change.

Sec. 78-31. - Amendments to chapter.

(a) This chapter may be amended from time to time as the needs of the town require after public hearing on a proposed amendment held by the planning board and following posting and publishing of notice of the hearing.

(b) Such notice shall be posted in the town office at least 14 days before the public hearing and shall be published at least two times in a newspaper of general circulation in the town. The date of the first publication must be at least 14 days before the hearing, and the date of the second publication must be at least seven days before the hearing.

(c) Amendments to this chapter shall be adopted only after favorable vote of a majority of the members of the town council.

One of the primary tests for zoning changes- is it consistent with the adopted comprehensive plan. Our most recent adopted comp plan is from 1993. I reviewed the Community Goals and Policies and found “campgrounds should be allowed to expand as a conditional use with standards to assure their operation as good neighbors.” Therefore, in my opinion, this proposal is in consistent with the adopted comprehensive plan. Mr. Daigle has made considerable investment and improvements in this property and, according to his vision, will continue to do so.

MOTION: Councilor Frenette motioned and Councilor Thornton seconded to Set a Public Hearing date of November 19, 2013 to Amend the Zoning District Amendment: Expand the Campground Overlay District Over a single parcel zoned GB-1; located at 17 Ocean Park Road, MBL 210-10-4 (OOB Campground); and owned by RBD Inc.

VOTE:

6036 Discussion with Action: Appoint Tammy Lambert as Deputy Freedom of Information Liaison, effective October 1, 2013.

TOWN MANAGER: At the present time the Town Clerk, Kim McLaughlin, is the Freedom of Information Liaison; and the Assistant Town Manager, V. Louise Reid, is the Deputy Freedom of Information Liaison. With the addition of the Human Resource Director, this will give a wider spectrum to the ability to answer these requests that come in and have to be responded to within a five day period.

MOTION: Councilor Kelley motioned and Councilor Thornton seconded to Appoint Tammy Lambert as Deputy Freedom of Information Liaison, effective October 1, 2013.

VOTE: Unanimous.

6037 Discussion with Action: Approve the Special Event Permit application for OOB365 to hold Woolstock at the Ballpark on Sunday, October 13, 2013, from 7 a.m. (set up) to 5 p.m. (clean up); and a request to waive the fee.

MOTION: Councilor Kelley motioned and Councilor Pastor seconded to Approve the Special Event Permit as read.

VOTE: Unanimous.

6038 Discussion with Action: Approve the Special Event Permit application for the 11th, 12th and 13th Annual "Run for Cash" Memorial 5k and 3 mile walk on Saturday, June 27th, 2015, June 25th, 2016 and June 24th, 2017 from 6 a.m. to 12:00 p.m. Insurance, listing the Town of Old Orchard Beach, to be provided to the Town Clerk's Office at least one month prior to each year's event; request for banner in the Square and on Cascade Road from for two weeks prior to each event; and a request to waive the fee.

MOTION: Vice Chair Quinn motioned and Councilor Thornton seconded to Approve the Special Event Permit as read.

VOTE: Unanimous.

6039 Discussion with Action: Approve the Special Event Permit for the New England Parkinson's Ride on Saturday, September 6th, 2014 from 7:30 a.m. to 5 p.m. Insurance listing the Town of Old Orchard Beach as additionally insured to be given to the Town Clerk's Office at least one month prior to the event; and a request to waive the fee.

MOTION: Councilor Frenette motioned and Councilor Pastor seconded to Approve the Special Event Permit as read.

VOTE: Unanimous.

6040 Discussion with Action: Approve the Special Event Permit for Alexander Sinclair to hold a wedding bonfire on the beach on Friday, October 11, 2013 from 7 p.m. to 10 p.m. Insurance listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least one week prior to the event.

MOTION: Councilor Frenette motioned and Councilor Thornton seconded to Approve the Special Event Permit as read.

VOTE: Unanimous.

6041 Discussion with Action: Approve the Special Event Permit applications for the Salvation Army to hold their evening program in the Square, in the area near the Pier, from 5 p.m. to 11 p.m. on Saturday, July 25, 2015 to Friday, July 31, 2015, and Saturday, July 30, 2016 to Friday, August 5, 2016; and a request to place a banner in the Square a week prior to each event; Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least one month prior to each event; and a request to waive the fee.

MOTION: Councilor Kelley motioned and Councilor Frenette seconded to Approve the Special Event Permit as read.

VOTE: Unanimous.

6042 Discussion with Action: Approve the Special Event Permit application for the Salvation Army to hold their annual parade at 3:50 p.m. on Sunday, July 26, 2015, and Sunday, July 31, 2016, from Saco & Biddeford Savings Bank to the Pier parking area. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least one month prior to each event; a request to waive the fee.

MOTION: Councilor Frenette motioned and Councilor Pastor seconded to Approve the Special Event Permit as read.

VOTE:

GOOD AND WELFARE:

JEROME BEGART: As only Mr. Begart can do, he expressed a very unique and interesting announcement about an upcoming event at the Ballpark. A haunted hayride event called "Field of Screams" will run for nine nights in October and the hosting of a not-so-scary hour for young children. Pumpkins will be sold and there will be face painting, pumpkin painting and other related family-friendly fare. Mr. Begart goes on in poetic form to tell about the search for Lilly Blair, supposedly a young girl who wandered into the woods some 26 years ago at a Maine Guides baseball game and was never heard from again. The Search and Rescue teams found clues to her whereabouts, but little lost Lilly has not turned up. It is suggested they will search for her through the woods surrounding the stadium and see if they can finally bring her home. The search is not for the faint of heart. The Ballpark was described as a perfect place for this event. Tickets are \$13 per person and you can pay an additional \$5 to be moved to the front of the line.

COUNCILOR FRENETTE: She thanks the Administrative Board for their work and commitment to so many issues and their involvement in the many meetings over the past year.

ADJOURNMENT:

MOTION: Councilor Frenette motioned and Councilor Pastor seconded to adjourn the Town Council Meeting at 8:10 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 fifteen (15) pages is a copy of the original Minutes of the Town Council Meeting of October 1, 2013.

V. Louise Reid

Town Council, Mr. Town Manager, and Sister Louise:
 always courageous and cool, but now, you're not quite-so at ease.
 So these many long years, you thought you got immune to your fears
 Nothing frightens you, right? Not-even a town council meeting.
 So then, why's your spine CURDLING? Why IS your heart beating?

There is no bee all-af-futter, stuck in your bonnet,
 afterall, everything IS better with "Kate's Butter" on it.
 So one-out are the frothing bitterly-battered "Arbutus" abutters,
 all in a lather. Me? I got nothing to gout you or clog you by larder.

As you can gather, by now, I flog you NOT about Charter
 as a newsprint-maligned heroic "Lone Ranger." No,
 this rather-frightfully regards: yet-UNwoken danger
 from those who now rest-in-peace, but face disturbance
 much stranger.

What could-possibly, and WILL-soon-BE far-worse than
 Fern Park's lactose-intolerance?

A cursed-resurrection of GHOSTS, jerked-out of their
 ancient somnambulance!

I have GRAVE concerns about civic-org "OOB365":
 in the depravity, as they REverse gravity, to bring the Dead back alive
 staging nine fright-nights of haunted-hayrides, so-dark,
 through our oldgrowth-forest 'round the Old Orchard Ballpark.

even Conservation-Commission's bearded-chairman John Bird
 is TOO-AFRAID to say ANYthing, not one-single-word,
 about this baseball-ghost-sequel to "Field of Dreams."

An UPwelling Halloween-INFestivity is coming, called
 "FIELD OF SCREAMS"!

Not-so-civic, but GOTHIC, org-365's gone-DEMENTED,
warped-on witches-brew-drink, that's awful fermented.
We're now on a frigid new brink: ghosts soon-will AWAKEN,
séances (lost-control-of) will unravel, with Old Orchard forsaker.

Beware: 365's freaky-logo and underscore-mojo, I beseech.
It says "It's Happening (right here!) IN Old Orchard Beach!"
What will happen? in the oldgrowth-forest, the Ballpark nests-in:
that sacred ancient burial-ground, where Natives still rest-in'

You will feel Indian-Summer surrender to smoke and fog-chilly
when spirits are summoned to help find something or someone
they call LILLY.
hayride-guides will invoke, by "Dark-of-Moon", they will bale,
and LILLY (the flower-departed, lost-beyond) will

TARE-open the VELL!

Remember "Poltergeist" (the movie)? when a medicineman came-warning
to NOT risk torturesome nightmares from the underworld scorning!
Never desecrate sacred-ground, where the Dead lay to rest.
DO-NOT-DISTURB, stay away, if you know what is best.

No spell-of-blessing, by medicineman "Top Sky Eagle",
nothing-of-magic can guarantee any varience-legal
from the paranormal-metaphysics of Natural-Law!
The forest WILL groan, Earth WILL open and yaw.
No sorcery-protection by-way-of witches-broom-wisk,
the unsuspecting will-hayride-off into darkness
at their own risk.

IF you DARE trouble the Dead? 13-dollars is your ticket-to-ride
out once you take-off, there will be nowhere to hide.
F you DON'T want to wait in line, and rather jump-ahead?
For the RESTLESS (like you), get the 18-dollar ticket instead.

365-Fieldofscramers, they ARE oh-so-wicked,
They make it WAY-too-easy for you to acquire your ticket.
They will pull-you-in, by the internet, to Go-on tha-WEB,
at OOB365.COM (I dare you, to Google and click it).

tellgates open at FIVE (that is: PM-o'clock),
and IF you come-back alive? (still able to talk?),
WARM-yourself-UP, from your head down to your feet.
taunted-house-concession-Spooks will thrill and chill you
with Halloween-treats.

So on tha Web, 365 awaits, to provide you admission,
if you dare, you're not scared, you feel no premonition
about Helga? (on tha Web?), she won't eat you (not quite-yet),
that giant she-SPIDER (50-feet long, and much wider).
She's saving her appetite until when you get-dragged
all-up-underneath her, as a haywagon-rider.

Will you dare-join (oh-so-delicious) hayriders gone-posthumous?
Maybe you'd RATHER-be a ravenous-monster in-costumous?

00B365.COM is where to join the Monster-Volunteer-Squad
because ONLY REGISTERED-SPOOKS
will be allowed to wear
costumes over their bod,
and get-weird,
and act odd.

Oh, Dear-God! Now I've crept mySELF out!
I'm coming apart at the seams!
about ominous October and
Old Orchard's "FIELD OF SCREAMS".