

**TOWN OF OLD ORCHARD BEACH
TOWN COUNCIL MEETING
Tuesday, August 5, 2014
TOWN HALL CHAMBERS
7:00 p.m.**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, August 5, 2014. Chair O'Neill opened the meeting at 7:00 p.m.

The following were in attendance:

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

**Pledge to the Flag
Roll Call**

ACKNOWLEDGEMENTS:

COUNCILOR KELLEY: We are most appreciative to members of the Memorial Park Committee, the PETS Committee and the Community Animal Group for the service they provide to the community of Old Orchard Beach. The dedication of the Dog Park was a highlight for us as Council members and we thank the Committees for their work and for the donations made on behalf of those who serve.

COUNCILOR PASTOR: Keep in mind these activities:

WOUNDED WARRIOR BASEBALL BENEFIT GAME – Saturday, August 9th at 1:00 – donations accepted at the gate. Come to the Ballpark and support this magnificent event.

Weekend of August 22 – 24th

REV3 Triathlon needs Volunteers of all ages!!

Lots of different things to do to contribute! Come be part of the fun and help make this a wonderful experience for the triathlon athletes and their families.

WWW.REV3tri.com/Volunteer-ME

and scroll down to see all the wonderful volunteer opportunities available.

If you'd like, sign up to volunteer under your favorite Non-profit group listed and REV3 will donate \$15 to their cause for up to two shifts per volunteer! There are many group choices for you to select from.

and 1ST ANNUAL BLUES FESTIVAL AT THE BALLPARK SPONSORED BY OOB365 – SATURDAY, SEPTEMBER 13TH FROM 1:00 P.M. TO 7:00 P.M.

CHAIR O'NEILL: The Chair encouraged attendance at the Wounded Warrior Baseball Benefit game this Saturday and donations toward the cost of bringing them to Old Orchard Beach.

ACCEPTANCE OF MINUTES:

Town Council Meeting Minutes of July 15, 2014; Administrative Review Board Meeting Minutes of July 15, 2014 and Town Council Workshop of July 22, 2014; and Special Town Council Meeting of July 22, 2014.

MOTION: Councilor Tousignant motioned and Councilor Thornton seconded to Accept the Town Council Minutes as read.

VOTE: Unanimous.

PUBLIC HEARING: Shall We Amend the General Assistance Ordinance, Section 6.8, Basic Necessities; Overall Maximum Levels of Assistance?

BACKGROUND:

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

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on August 5th, 2014 at 7:00 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach amend the General Assistance Ordinance by changing the dollar amounts allowed for Basic Necessities and Overall Maximum levels of assistance, by deleting the strikethrough amounts and adopting the underscored amounts, as follows:

Amend Section 6.8 Basic necessities; Overall maximum levels of assistance

No. in Household	CURRENT MONTHLY	<u>PROPOSED MONTHLY</u>
1	\$750.00	<u>\$ 762.00</u>
2	\$888.00	<u>\$ 901.00</u>
3	\$1,148.00	<u>\$1,163.00</u>
4	\$1,444.00	<u>\$1,463.00</u>
5	\$1,546.00	<u>\$1,565.00</u>
6	\$1,653.00	<u>\$1,640.00</u>

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

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

Cynthia Mattson (103-1-14), 172 Portland Avenue, one year round rental; Allan & Susan Hoffman (201-1-7-4B), 221 East Grand Avenue, #4B, one year round rental; Mariana & Frank Wirzbicki (206-12-4), 26 Fern Park Avenue, one year round rental; Salas Jordan Family LLC (301-3-1-308), 189 East Grand Avenue, #308, one year round rental; The Beachwood dba/The Beachwood (307-1-4), 29 West Grand Avenue, Victualers with Preparation with Beer, Wine or Liquor on Premise; Robert Erickson (312-7-5), 48 Fern Avenue, one year round rental; and David Lenzie (314-2-2-2), 23 Lake Avenue, one year round rental.

CHAIR: I close this Public Hearing at 7:10 p.m.

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

VOTE: Unanimous.

PUBLIC HEARING AMUSEMENT PERMITS:

CHAIR: I open this Public Hearing at 7:10 p.m.

The Beachwood dba/The Beachwood (307-1-4), 29 West Grand Avenue, DJ, Guitar, Karaoke Outside, 11:00 a.m. to 10:00 p.m.; Joseph's by the Sea dba/Joseph's by the Sea (310-3-3), 55 West Grand Avenue, DJ & live music inside – 12:00 p.m. to 11:00 p.m.; and Oceanic Inn Inc., dba/One Soho Square (310-6-3), 43 West Grand Avenue, Live Music – Inside - on Occasion – 8:00 p.m. – 12:00 a.m.

CHAIR: I close this Public Hearing at 7:11 p.m.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the Amusement Permits as read.

VOTE: Unanimous.

PUBLIC HEARING; LIQUOR LICENSES:

CHAIR: I open this Public Hearing at 7:11 p.m.

The Beachwood dba/The Beachwood (307-1-4), 29 West Grand Avenue, m-s-v in a Hotel – Optional Food.

CHAIR: I close this Public Hearing at 7:12 p.m.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Approve the Liquor License as read.

VOTE: Unanimous.

TOWN MANAGER'S REPORT: The Town Manager reported that Tax Bills will be going out and should be delivered the week of August 10. The tax rate will be \$14.90. This year's rate is \$13.80. This represents an 8% increase on the tax rate. Obviously no one is happy with this increase. However when you are answering to residents and taxpayers it is worth noting that the municipal tax rate is up about 7 cents (less than 1% increase in the municipal tax rate) with the School budget making up the remainder of the increase (17% increase in the School tax rate). The assessed valuation increased by \$13.5 million, or about 1%, which is the same as the previous year's increase. He also explained the funding dispersed from the State and the loss of that subsidy from 17% to 7% of funds. He also indicated that he has made a conditional employment offer to a candidate for the next Fire Chief (conditional on passing a pre-employment physical and on confirmation by the Town Council on August 19th with the hope that he will start sometime in mid-September. We learned this week that Beth Gilman will retire as Register of Voters, effective September 12. Beth has been a fixture for many years and will be missed by all. I am recommending that the Council appoint our Town Clerk, Kim McLaughlin, to serve as Register of Voters (to be on the August 19 agenda). It is now the norm in municipalities for the Clerk to also serve as Register and Kim is so skilled that it just makes sense here in OOB. Beth's position in the Clerk's office would be filled as a Deputy Clerk position. The Town Manager met this week with the state administrator responsible for the Community Development Block Grant program (CDBG). These are federal funds passed through the state to municipalities for infrastructure improvements, housing improvements and economic development. The funds must benefit predominantly low and moderate income residents. OOB has in the past received these funds, most notably for the improvements to the Downtown. However of late the Town has not applied for or received CDBG grants. I took Deb Johnson for a tour of the neighborhood between Heath and Union and Saco and W. Grand. She was enthusiastic about the appropriateness of this neighborhood for CDBG funding, which could be used for sewer, road and sidewalk infrastructure improvements, as well as housing rehabilitation. He indicated he will be working with staff to put together the information needed to submit a grant for funding this fiscal year. He noted an article in the Saturday Press Herald about the need for additional investors in the Raging Tide in order to continue next year and hopefully we will be looking at a new business model going forward. The Town Manager attended the Executive Committee meeting at PACTS this week. They were considering how to allocate an additional \$1 million in transportation funds, mostly road improvements. He is seeking to be appointed to this committee to replace Saco Manager Rick Michaud, who is retiring. OOB has not competed well for the funds managed through PACTS, which is why we are not getting work done on our state roads. You have to put in the time to have a chance at receiving funding. The Town Manager noted that he should know later this fall if he gets the appointment or not. DPW negotiations: were held this week and he will be speaking with Council in executive session on August 19th about the union proposal.

6241 Discussion with Action: Approve the purchase from HP Fairfield a dump body for Public Works Truck 22 in the amount of \$6,768.75 from Account Number – 20151-50452 – Operating Equipment Repair & Maintenance, with a balance of \$98,985.91.

BACKGROUND:

The Public Works Director when out to bid as follows:

**Invitation for Bids
Town of
Old Orchard Beach, Maine
Public Works Department**

Sealed bids will be received in the Director of Public Works office, 103 Smithwheel Road, Old Orchard Beach, Maine 04063 or Mail to 1 Portland Ave OOB Maine 04064 until July 28, 2014, when they will be opened and read for one:

HEAVY DUTY DUMP BODY

Additional copies of the bid package may be obtained at the Public Works Department,
(207) 934-2250.

**Bill Robertson
Director-Public Works**

Bids were received from the following:

HEAVY DUTY DUMP BODY

HP Fairfield/WH Rose Attn: Steve Holston 9 Green Street Skowhegan, Maine 04976 207-474-9836	\$ 6,768.75
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Messer Truck Equipment Attn: Tom Shaw 170 Warren Avenue Westbrook, Maine 04092 207-854-9751	\$ 7,100.00
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Hews Truck Bodies & Equipment Attn: Matt Hilse 190 Rumery Street South Portland, Maine 04106 207-767-2136	\$ 7,175.00
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MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the purchase from HP Fairfield a dump body for Public Works Truck 22 In the amount of \$6,768.75 from Account Number – 20151-50452 – Operating Equipment Repair & Maintenance, with a balance of \$98,985.91.

VOTE: Unanimous.

6242 Discussion with Action: Canvass and Certify the results of the RSU #23 Budget Validation Referendum of 07/15/2014.

BACKGROUND:

**TO: MEMBERS OF THE TOWN COUNCIL
FROM: KIM M. MCCLAUGHLIN, TOWN CLERK
SUBJECT: CERTIFY AND CANVASS ELECTION RESULTS**

The results of the Regional School Unit #23 Budget Validation Referendum, which was held on July 15th, 2014 as declared by the Warden, Carl D’Agostino, is as follows:

Regional School Unit #23 Budget Validation Referendum

YES	254****
NO	148

******Denotes the highest number of votes for the respective question and consequently the successful referendum result for that question.**

MOTION: Councilor Pastor motioned and Councilor Blow seconded to Canvass and Certify the results of the RSU #23 Budget Validation Referendum of 07/15/2014.

VOTE: Unanimous.

6243 Discussion with Action: Approve the purchase of five (5) Dell computers for Town computer replacement in the amount of \$5,632.15 from Account Number 20102-50856 – Computer System Upgrade, with a balance of \$36,967.85.

BACKGROUND:

The Finance Director and IT Consultant have asked that the purchase of five Dell computers according to the approved FY15 computer replacement request be approved by the Town Council. This type of computer purchase does not go out to bid because all computers the Town uses are Dell products which makes it more cost effective with support, maintenance and replacement parts.

MOTION: Councilor Kelley motioned and Councilor Thornton seconded to Approve the purchase of five (5) Dell computers for Town computer replacement in the amount of \$5,632.15 from Account Number 20102-50856 – Computer System Upgrade, with a balance of \$36,967.85.

VOTE: Unanimous.

6244 Discussion with Action: Transfer the surplus Equipment – Fire Department Squad Truck to the Regional School Unit #23 from the Town of Old Orchard Beach, at no cost.

BACKGROUND:

A letter from the RSU #23, Jay Kelley, Operations Director, serves as a request to transfer the old surplus Fire Department squad truck over to the Maintenance Department of the Old Orchard Beach School Department. The RSU School Department that consisted of Saco, Dayton and Old Orchard Beach divided property equally in the withdrawal and in that process we were forced to give up one of our two pick-up trucks that we used for plowing in the winter months.

The new RSU23 maintenance department will attempt to take care of as much plowing as we can knowing the Town crews are quite busy maintaining the road. Jim Fish, head mechanic at Public Works, indicated that it would not be too difficult to convert the truck into a plow truck. The truck is now in the surplus line because of major electrical issues with the utility box on the back which in this instance would be removed. It is a 1987 model that has not been used by the Fire Department in over a year and is not being replaced.

The cost of this project will be taken care of by the School Department. These kinds of transfers make good fiscal sense and permit maximum use of the Town's purchased equipment.

MOTION: Councilor Thornton motioned and Councilor Pastor seconded to Transfer the surplus Equipment - Fire Department Squad Truck to the RSU23 from the Town of Old Orchard at no cost.

**VOTE: Yea: Councilors Tousignant, Pastor, Thornton, Blow, Vice Chair Quinn and Chair O'Neill
Abstain: Councilor Kelley**

6245 Discussion with Action: Approve the purchase from Watch Guard for one 4RE in-Motorcycle Camera System for the Police Department in the amount of \$5,520 from Account Number 20131-50330 – Equipment Lease Vehicle Replacement Items – with a balance of \$14,647.90.

BACKGROUND:

The Police Department is requesting the purchase from Watch Guard of one 4RE in-Car (for motorcycle) Camera System for the Police Department in the amount of \$5,520 from Account Number 20131-50330 – Equipment Lease Vehicle Replacement Items, with a balance of \$14,647.90. Watch Guard has been the service provider for these before which makes the produce system specific and for consistency and proficiency the recommendation to the Town Council is to accept this bid. Vice Chair Quinn expressed his concern that we don't go out to RFP for these items but Chief Kelley explained that a

specific product requirement is needed to conform to the technical issues related to the product.

MOTION: Councilor Thornton motioned and Councilor Kelley seconded to Approve the purchase from Watch Guard for one 4RE in-Motorcycle Camera System for the Police Department in the amount of \$5,520 from Account Number 20131-50330 – Equipment Lease Vehicle Replacement Items – with a balance of \$14,647.90.

VOTE: Unanimous.

6246 Discussion with Action: Approve the Special Event Permit for Conni String to hold a family reunion, to include tiki torches, on the beach in front of 221 East Grand Avenue on Sunday, August 17th, 2014 from 9:30 p.m. to 11:30 p.m. No consumer fireworks except sparklers allowed. 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 Pastor motioned and Councilor Thornton seconded to Approve the Special Event Permit as read.

VOTE: Unanimous.

6247 Discussion with Action: Approve the Special Event Permit application for the Salvation Army to hold a Beach Bible Study/Bonfire on the beach at the end of Odessa Avenue on Sunday, August 17th, 2014, from 6 p.m. to midnight; and a request to waive the fee.

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

VOTE: Unanimous.

6248 Discussion with Action: Approve the amendment to the Special Event Permit issued by the Town Council on June 3, 2014 to the Downeast Fighting Championship, to include closing the Square on Friday, August 22nd, 2014, from 4:30 p.m. to 10 p.m. to set up a stage with lighting/tv screens, a DJ, weighing in, and selling tickets to the event at the Ballpark. 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 August 22nd date.

CHAIR: They have also asked for a rain date of August 24, 2014.

There was a lengthy discussion relative to this Agenda item; those for the event and those against it.

During the initial discussion period there were concerns expressed, questions asked, and comments made about the event itself from a number of those in attendance at the meeting including Arlene Dolgan, Robin Dayton, John Bird, Jerome Begart, Guy Fontaine, Mark Meyers, and members of Council. Some of the concerns expressed were visions of activities as indicated on the web site; concern that young children and teens

would not understand the purpose of the event; not being the type of events that the town envisioned for the Ballpark; concern about the sale of beer and the location of the tables on the field; the hours of operation and the ability to get liquor during the entire time period of the event; would there be drug tests on those participating; are there doctors on site in case of injury; concern about what would be shown on the screen in the Square to advertise this event; any conflict with REV 3 who are also here during the same time period; age restrictions; the feeling that the previous June presentation of the event was not factual and led to the misunderstanding of what would be happening at this event; security issues; not a family-friendly event; original presentation to the Ballpark did not provide the complete details of this event; did the Ballpark Commission actually approve this event; is the event sanctioned; who does it benefit? Pastor Michael Gray of the Methodist Church expressed his opinion on the need for consideration of what the Ballpark is to be and what the citizens want it to be and what the Ballpark is today.

Robin Dayton provided to the Town Council a copy of the Final Report – A Community Planning Process On the Future of the Old Orchard Beach Ballpark – Findings and Recommendations – June 16, 2006 and reminded the Council that in the not too distant past the Town Of Old Orchard Beach was headed in a different direction. She requested that her comments be entered into the Minutes:

August 5, 2014

Letter to Town Council,

In the not too distant past the Town Of Old Orchard Beach was headed in a different direction. We were at a cross roads about what to do with the Ballpark. Some people wanted to sell it, others did not. It is after all the largest piece of public property we have left in Old Orchard Beach. To try to answer this and several other questions, the town embarked on lengthy and remarkable visioning process. The citizens were invited to work together to develop several ideas for the ballpark. As just one person who was there, the process was really amazing. Hundreds of people participated to create these terrific vision plans and concepts. I thought it would be helpful to give you copies of these ideas to help refresh you memories of this body of work. I think we have forgotten what we did. This event scheduled at the ballpark is too far afield from what the people of Old Orchard Beach said they wanted at the ballpark. This event does not match up at all with all of the creative and positive concepts and designs that the people of this town worked to create. It is important and helpful to remind ourselves of this material. It was good work. This work needs to be resurrected, add the baseball field and skateboard park and finish a final plan. Just maybe enough time has passed. It's time to consider that maybe we are ready to settle on a concept that we can all agree on and support; a plan that remains true to the type of community depicted in the visioning process completed not too long ago.

Robin M. Dayton

The interaction between the Council was positive but Councilor Pastor and Vice Chair Quinn expressed concern about the lack of detail that had been provided in the past regarding this event and their concern of the image that would be relayed in the square particularly at the request for approval of this agenda item. Councilor Thornton expressed his appreciation for the concerns expressed by Councilor Pastor and Vice Chair Quinn but said that he supported this event; has watched it himself; knows individuals who participate; and it is something that could be successful in the Ballpark.

Chair O'Neill's primary concern was that the images in the Square be wholesome for family viewing since many families visit the Town Square at all hours of the day during the summer months.

During the discussion Mr. Alan Berube whose is the main contact for the event explained that although some may think this a violent or brutal; have different perceptions of the use of the cage; concern about unskilled or undersized fighters against those with much more skill; or concerns about illegal fight clubs particularly related to teens; the truth of the matter is that perception is not reality; the sport is sanctioned in the United States and parts of Canada and all these areas require drug testing; the unified rules in the United State require combatants to fall under a contracted weight thus the need for "weighing in." He explained that mixed martial arts (MMA) is a full-contact combat sport that allows for the use of both striking and grappling techniques, both standing and on the ground, from a variety of other combat sports and martial arts. Mixed martial arts have rules and they have changed significantly since the early days of the sport. The main motivations for the rule changes were the protection of the health of the fighters, the desire to shed the perception of "barbarism and lawlessness" and to be recognized as a legitimate sport. He spoke of his own personal relationship to the martial arts and indicated that the desire to come to the Ballpark was to present an opportunity for citizen and tourist involvement but also to open up an income stream for the Ballpark itself. He indicated that they would do everything possible through the hiring of an extensive security force both located throughout the Ballpark and in the area where there would be the sale of beer. He explained that although mixed martial arts is primarily a male dominated sport, it does have female athletes and that those participating in the event do wear bikinis, it is a physical event where those participating have actively sought to bring the body to its full healthy measure. He assured the Council several times that this event would be strictly monitored; drug testing would be done; two doctors would be on site; and that the sale of beer would be strictly controlled with bracelets indicating those who met the age requirement to drink.

Jimmy Albert, owner of Jimmy the Greek's, and in charge of the sale of beer indicated that he has conducted many of these type events at the Ballpark and that security is more than sufficient to cover any of the concerns of those who spoke. Again the Chair asked that enormous caution and consideration be given in what is shown in the Square during the time frame that they are there.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the Amendment to the Special Event Permit issued by the Town Council on June 3, 2014 to the Downeast Fighting Championship, to include closing the Square on Friday, August 22nd, 2014, from 4:30 p.m. to 10 p.m. to set up a stage with lighting/tv screens, a DJ, weighing in, and selling tickets to the event at the Ballpark. 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 August 22nd date; *and the rain date of August 24th for the event at the Ballpark.*

VOTE: Yea: Councilors Thornton, Tousignant, Blow, Kelley, Chair O'Neill
Nea: Councilor Pastor and Vice Chair Quinn

The Assistant Town Manager reminded the Chair that they were also asking for a rain date of August 24th and a motion to approve that date.

MOTION: Councilor Thornton motioned and Councilor Kelley seconded to Approve the rain date of August 24th at the square as defined in the previous motion.

VOTE: Yea: Councilors Thornton, Tousignant, Blow, Kelley, Chair O'Neill
Nea: Councilor Pastor and Vice Chair Quinn

6249 Discussion with Action: Approve the Special Event Permit application from Margaret and Peter Frongillo to hold a bonfire on the beach for the Center for Grieving Children on Saturday, September 6th, 2014, from 3 p.m. to 10:30 p.m., in front of 1 Pearl Avenue. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least two weeks prior to the event; and a request to waive the fee.

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

VOTE: Unanimous.

6250 Discussion with Action: Amend the Special Event Permit application for Palace Playland and the Pier to hold fireworks on the beach that was approved on March 18th, 2014, to include August 28th, 2014 at 9:45 p.m. Approval by the State Fire Marshall's Office and 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; and a request to waive the fee.

Guy Fontaine, Ballpark Commission, asked why the fee was being waived and suggested that it not. The Assistant Town Manager explained that this has always been the biggest attraction during the summer months for both residents and tourists and the Town Manager indicated that many attending believe it to be the Town event. It was suggested that in the future discussions of when to waive fees and when not to waive fees be addressed in a Workshop.

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

VOTE: Unanimous.

6251 Discussion with Action: Approve the Liquor License Renewals for Joseph's by the Sea dba/Joseph's by Sea (310-3-3), 55 West Grand Avenue, m-s-v in a Restaurant; and Oceanic Inn Inc. dba/One Soho Square (310-6-3), m-s-v in a Hotel – Optional Food.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the Liquor License Renewals as read.

VOTE: Unanimous.

6252 Discussion with Action: Approval of Dispatch Operating Agreement with the Town of Scarborough, Maine for Dispatch Services, effective February 1, 2015 through December 18, 2018, with a cost of \$127,490 from Account Number 20131-50310 – Police Service Contract with a balance of \$316,523.22.

BACKGROUND:

**INTERLOCAL AGREEMENT FOR DISPATCH AND PUBLIC SAFETY ANSWERING POINT
("PSAP") SERVICES
BETWEEN
THE TOWN OF SCARBOROUGH
AND
THE TOWN OF OLD ORCHARD BEACH**

AGREEMENT between the Town of Scarborough, Maine, with a mailing address of 259 U. S. Route 1, P. O. Box 360, Scarborough, ME 04070-0360 ("Scarborough") and the Town of Old Orchard Beach, with a mailing address of 1 Portland Avenue, Old Orchard Beach, ME 04064 ("OOB"), collectively (the "Parties"), as follows:

WHEREAS, Scarborough has the means and capacity to provide Dispatch and Public Safety Answering Point ("PSAP") services to OOB; and

WHEREAS, OOB wishes to contract with Scarborough for the provision of Dispatch and PSAP services; and

WHEREAS, OOB and Scarborough are duly authorized to enter into Interlocal Agreements pursuant to 30-A M.R.S.A. §§ 2201-2207; and

WHEREAS, Scarborough is willing and able to provide Dispatch and PSAP Services to OOB;

NOW THEREFORE, in consideration of the promises and the covenants set forth herein, the Parties agree as follows:

1. Services to be Provided.

Scarborough will furnish the qualified personnel and all necessary facilities and materials necessary to provide Dispatch and Public Safety Answering Point (PSAP) Services to OOB as more fully described in Attachment A.

2. Term.

The initial term of this Agreement shall commence on February 1, 2015 and end on June 30, 2015; and thereafter this Agreement shall be automatically renewed without affirmative action by the Parties for successive one-year periods each July 1st until the period commencing July 1st 2018 and ending on December 31, 2018, or until notice of termination as set forth in this Agreement is otherwise given. This Agreement may be extended for future additional terms by the mutual consent of the Parties. Such extensions shall be the subject of formal approvals by both Parties in writing and shall include such additional terms and conditions of such extension(s), including, but not

limited to, changes in the annual fees or levels of service related to the provision of Dispatch and PSAP Services.

3. Payments for Services.

A. During the first partial year of the contract from 2/1/15 – 6/30/15, OOB shall pay Scarborough as the fee for all Dispatch and PSAP Services the amount of \$305,977.00 for the period or at the rate of \$25,498.08 per month.

B. Thereafter, the annual contract amount will increase by 3.0% annually on July 1st of each year. The annual fee for all Dispatch and PSAP Services to be paid by OOB to Scarborough for services shall thereafter be as follows:

- i. For the year 7/1/15-6/30/16 - \$315,156.31 or at the rate of \$26,263.03 per month.
- ii. For the year 7/1/16-6/30/17 - \$324,611.00 or at the rate of \$27,050.92 per month.
- iii. For the year 7/1/17-6/30/18 - \$334,349.33 or the rate of \$27,862.44 per month.
- iv. For the six month period commencing 7/1/18 and running to 12/31/18 - \$172,189.90 or at the rate of \$28,698.31 per month.
- v. The annual fees shall be paid by OOB to Scarborough in monthly installments, the installments to be paid by OOB within twenty-one (21) days after OOB's receipt of an invoice from Scarborough.

C. Additional Responsibilities/Contributions of OOB.

i. In addition to the payments to Scarborough outlined above, OOB shall be responsible for reimbursing Scarborough the additional costs of purchasing, installing, configuring, and operating all of the equipment and software (the "Initial Capital Costs") as are necessary to install and activate initial installation of the communications and data connections between OOB and the Scarborough Communications Center. A detailed estimate of the Initial Capital Costs is attached to this Agreement as attachment B.

ii. In addition to OOB's reimbursement to Scarborough of Initial Capital Costs, OOB agrees to also provide Scarborough with certain furnishings and hardware that OOB currently possesses. These furnishings and hardware will be credited as an in-kind contribution and match against the physical space and other infrastructure costs Scarborough will incur at Scarborough's Communications Center in order to provide the Dispatch and PSAP services to OOB as contemplated under this Agreement.

iii. The one-time and/or recurring costs of the following:

- The ongoing software licenses & maintenance fees as are necessary to support the provision of Dispatch and PSAP services to OOB.
- All mobile cellular data charges incurred by OOB's mobile data units.
- All tower or fiber optic rental costs or maintenance fees as are necessary to support the provision of Dispatch and PSAP services to OOB.
- Telephone service charges and maintenance of OOB's telephone system.

-Information Technology services and equipment, upgrades, and maintenance for OOB's IT infrastructure and mobile data terminals.

4. Primary Contact Person for Scarborough.

Scarborough's Communication Director shall be the primary contact person for communications related to and coordination of the provision of Dispatch and PSAP Services contemplated under this Agreement by Scarborough to OOB. The Communication Director shall be responsible to coordinate Scarborough's provision of Dispatch and PSAP Services with OOB. The Communication Director shall provide, at a minimum, the following to OOB:

- A. In consultation with OOB, a written plan and policies that identify and describe in sufficient detail all Dispatch and PSAP Services tasks required by and to be provided to OOB.
- B. Availability to OOB during normal business hours for consultation, discussion and coordination as may be necessary for the efficient provision of Dispatch and PSAP Services to OOB.
- C. Supervision and oversight of all Scarborough personnel involved in providing Dispatch and PSAP Services to OOB.
- D. Ensuring that Dispatch and PSAP Services are performed in accordance with this Agreement, in accordance with the needs of the public safety chiefs of police, fire and rescue from each community, and in compliance with all other applicable local, state and federal standards.
- E. As requested, quarterly statistical reports of PSAP services and call activity.

5. OOB's Coordination Responsibilities.

OOB shall be additionally responsible for the following:

- A. Ensuring that OOB's IT infrastructure and software meet and remain at all times current with the minimum requirements for the software applications required for Scarborough to provide Dispatch and PSAP Services to OOB.
- B. That OOB's computers accessing the Scarborough network have and will maintain appropriate and current versions of anti-virus protection software configured to update automatically.
- C. Designating the contact person / IMC administrator responsible for setting up new OOB users in the system, changing passwords, terminating users, updating master site, name, and other OOB files, etc.
- D. Designating the contact person / liaison to the Scarborough IT Department to be available to Scarborough in the event Scarborough IT personnel need remote assistance with hardware, software, troubleshooting, or fixing technical equipment onsite in OOB. The contact person / liaison to the Scarborough IT Department shall be available to assist the Scarborough IT personnel with physical access to the co-located network equipment located in OOB.

6. Confidential Information.

- A. The Parties acknowledge that during performance of this Agreement they each may be exposed to or acquire confidential information. Subject to the requirements of federal and state law, the Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purpose other than for the provision of Dispatch and PSAP Services.
- B. The Parties shall advise each of their employees, agents and representatives of their obligations to keep such information confidential. The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of such information. Without limitation of the foregoing, the Parties shall make reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to such information has violated or intends to violate either the terms of this Agreement, or applicable law and will reasonably cooperate in seeking injunctive relief against any such person.
- C. Nothing in this Agreement shall prohibit disclosure of public records or other information by either Party when such disclosure is required by Maine's Freedom of Access law, 1 M.R.S.A. sec. 401 et seq., allowed under the Intelligence and Investigative Record Act Sections 801-809 of 16 M.R.S.A. Sec. 801 et seq., the Criminal History Record Information Act, 16 M.R.S.A. Sec. 611, et seq., or by court order.
- D. The Parties shall cooperate in responding to requests for public records sought in connection or related to this Agreement and agree that the terms of Paragraph 6 shall survive the expiration or termination of this Agreement.

7. Scarborough's Supervisory Responsibilities.

Scarborough shall be solely responsible for supervising the performance of the Scarborough personnel who provide OOB with Dispatch and PSAP Services. OOB supervisory public safety personnel may at any time communicate questions, concerns or complaints to, or to seek clarifications from, the Scarborough supervisory personnel responsible for overseeing or providing PSAP and dispatch services to OOB. In the event that such questions, concerns or complaints verbally brought to the attention of Scarborough are not satisfactorily resolved in a timely manner, OOB may communicate such questions or concerns in writing to the Scarborough Communications Supervisor. The Communications Supervisor shall take any such action as may be warranted under Scarborough's personnel policies, rules or regulations governing Dispatch and PSAP services and thereafter will communicate to OOB in writing on Scarborough's response and actions taken.

8. Limitations on Waiver.

The Parties shall not be deemed to have waived any provision of this Agreement unless expressed in writing and signed by the waiving Party. The Parties agree that they shall not assert in any action relating to the Agreement that any waiver occurred between the Parties that is not expressed in writing. The failure of any

Party to insist in any one or more instances upon strict performance of any of the terms and provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any Party of anyone or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement.

9. Termination of Agreement.

A. In Event of Breach.

Each Party shall have the right to terminate this Agreement in the event of a material breach or default by the other Party of the other Party's obligations hereunder that is not cured within thirty (30) days from the date of receipt by the breaching Party of written notice of such breach from the non-breaching Party. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the breaching Party shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided the breaching Party has exercised reasonable efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.

B. At the Convenience of the Parties.

This Agreement may be terminated by either Party for convenience by notifying the other Party in writing at least (6) six months prior to the date of termination. Between the time of notice and the date of termination, the Parties agree to work together to ensure continuation of Dispatch and PSAP Services.

C. Disposition of Property Upon Termination.

Upon Termination of this Agreement, the Parties, shall within ten (10) days meet and decide on the fair and equitable distribution of property as may have been contributed by either Party or both Parties.

10. Excuse from Performance due to Force Majeure.

Scarborough shall be excused from its performance obligations under this Agreement if Scarborough's provision of Dispatch or PSAP Services are prevented by act of God, act of war, riot, fire, explosion, flood or other catastrophe, or any other event beyond the control of, and that could not reasonably be foreseen or avoided by, Scarborough.

11. Indemnity, Immunity and Insurance.

A. The Parties shall continue to enjoy the immunities and protections under the Emergency Services Communications statutes, 25 M.R.S.A. Sec. 2921, et seq., the Maine Tort Claims Act, 14 M.R.S. A. Sec. 8101 et seq., and all other state and federal laws.

B. The Parties shall share this Agreement with their respective insurers to ensure that it conforms to each community's insurance requirements, policy limits and coverages, and the Parties in good faith thereafter agree to execute such reasonable amendments to this Agreement required by their insurers.

- C. Subject to and without waiver of the limitations and protections under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et seq., each Party shall indemnify and hold harmless the other from any and all liability, loss or damage arising out of the Party's performance or failure to perform any of its obligations set forth in this Agreement.
- D. The Parties further agree to defend any claims brought or actions filed against the other Party with respect to the Party's performance or nonperformance of this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

12. Maintenance of Records.

Scarborough shall maintain and retain as records available to OOB the books, documents, records and all other materials, in whatever form, as pertain to the services under this Agreement for such periods of time as required by state and federal law.

13. Governing Law and Severability.

This Agreement shall be governed by and interpreted under the laws of the State of Maine. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

14. Full Terms and Amendment.

This Agreement contains the entire agreement of the Parties with respect to the matters addressed therein and may only be amended in writing agreed to by both Parties.

15. Costs Associated with Disputes.

In the event of a dispute between the Parties under this Agreement, each Party shall be solely responsible for its own expenses, costs and attorney fees.

16. Ongoing Oversight of Agreement.

The OOB and Scarborough Town Councils and their Managers shall serve as the joint body responsible for the oversight and ongoing administration of this Agreement.

17. Filing of Copies of Executed Agreement.

Upon the execution of this Agreement, each Party shall provide a copy to their respective Clerks, and also file a copy with the Maine Secretary of State in accordance with 30A M.R.S.A. Sec. 2204.

WHEREFORE, the Parties, after duly processing the required procedures and voting to approve this Agreement, have authorized and directed their Town Managers to execute this Agreement on each respective Parties behalf on the dates set forth below.

ATTACHMENT A

SPECIFICATIONS OF SERVICES TO BE PERFORMED

Scarborough agrees to provide OOB with Emergency Communication, Dispatch, and PSAP services for OOB's Fire, Rescue, and Police services as outlined below:

- 1. Scarborough will provide all of the facilities, equipment and personnel sufficient and adequate to provide OOB with Emergency Communication, Dispatch, and PSAP services in accordance with the established standards governing PSAP services under the laws and regulations and of the State of Maine.**
- 2. Scarborough will provide OOB with 24 hour in person call answering services for all emergency and non-emergency calls for service.**
- 3. Scarborough will provide OOB with emergency communications services, which services shall include, but not be limited to, dispatching personnel and equipment for emergency and nonemergency calls for service, dispatching for all on-going incidents, as well as coordination of all support services as deemed appropriate and necessary in a response by the Incident Commander and/or authorized agency personnel.**
- 4. Scarborough will provide OOB with METRO/NCIC (Maine Telecommunications and Routing Operations System / National Crime Information Center) services, as needed or requested by the Police Department of OOB, provided a Secondary Users Agreement is signed by the Chief of Police for OOB.**
- 5. Scarborough will ensure that all calls for service are dispatched to the appropriate service providers for OOB.**
- 6. Scarborough will provide acceptable video monitoring capability from OOB which will be monitored when necessary.**
- 7. Scarborough will provide the Emergency Communication, Dispatch, and PSAP Services to OOB in the most cost effective and efficient manner possible.**
- 8. Scarborough shall also provide to OOB the following:**
 - a. Upon the request of OOB, copies of transcripts of the 9-1-1 calls received in connection with the performance of emergency communication services;**
 - b. Upon the request of OOB, copies of the recordings of radio calls received in connection with the performance of dispatch services; and**
 - c. Immediately following Scarborough's receipt of the same, all notices from the Emergency Services Communication Bureau (ESCB) within the Maine Public Utilities Commission concerning the provision of PSAP services and compliance with state standards regarding the provision of PSAP services related to the PSAP services in the Towns of Scarborough or OOB. Such notices or communications shall be sent by Scarborough only to the**

person or persons specifically identified in writing by OOB's Town Manager.

**ATTACHMENT B
ESTIMATED ONE-TIME INITIAL CAPITAL COSTS**

Fire IMC Data Conversion	\$14,000.00
Police IMC Data Conversion	\$28,000.00
Convert to Multi-Agency Licensing	\$2,500.00
Server for housing IMC in Scarborough	\$7,000.00
CTI Labor for re-routing OOB phones	\$700.00
Fiber termination fee (250 per site x 2)	\$500.00
Dictronics labor to connect radios to recorder	\$300.00
Cradel Point router on switch for mobiles	\$800.00
Radio equipment installation costs	\$3,500.00
Equipment for remote viewing of video	\$2,562.50
Project mgmt. for remote viewing of video	\$800.00
Install labor for remote viewing of video	\$1,600.00
Total	\$62,262.50

MOTION: Councilor Blow motioned and Councilor Kelley seconded Approve Dispatch Operating Agreement with the Town of Scarborough, Maine for Dispatch Services, effective February 1, 2015 through December 18, 2018, with a cost of \$127,490 from Account Number 20131-50310 – Police Service Contract with a balance of \$316,523.22.

VOTE: Unanimous.

MOTION: Vice Chair Quinn motioned and Councilor Thornton seconded to Amend the Agenda Item to Approve Dispatch Operating Agreement with the Town of Scarborough, Maine for Dispatch Services, effective February 1, 2015 through December 18, 2018, with an initial cost of \$127,49 for FY15 from Account Number 20131-50310 – Police Service Contract with a balance of \$316,523.22.

VOTE: Unanimous.

6253 Discussion with Action: Set a Public Hearing Date of August 19, 2014 to amend the Old Orchard Beach Code of Ordinances, Section 54-187, Restrictions and Prohibitions, changing the 10-minute parking on Union Avenue and West Grand Avenue to 30-minute parking.

BACKGROUND:

It should be noted that Lt. Timothy Deluca has spent time with the owner (Mr. Tardif) on the issue of requesting longer time period for parking of vehicles in front of his store located on the corner of Union and West Grand Avenue. It should also be noted that the Police Department has been sensitive to the parking issue in this location by applying discretion in enforcement understanding this is a business consideration.

The Council has been requested to make this a 30 minute time slot for parking.

As stated by Ordinance below:

Current ordinance language:

Union Avenue. Parking shall be allowed on the right-hand side (side facing the ocean) of Union Avenue from Saco Avenue to First Street. No vehicle shall be parked on the left-hand side (side facing the ocean) of Union Avenue from Saco Avenue to First Street. Ten-minute parallel parking shall be allowed on both sides of Union Avenue from First Street to West Grand Avenue, and parking shall be allowed on both sides of Union Avenue from West Grand Avenue to the seawall.

West Grand Avenue. No vehicle shall be parked on either side of West Grand Avenue from Old Orchard Street to the Saco Line, except that parking shall be allowed on the ocean side of West Grand Avenue from Ocean Avenue to Pavia Avenue. Also, ten-minute parking shall be allowed for 20 feet on both sides of West Grand Avenue from Union Avenue. Loading and unloading only may be permitted within 50 feet of commercial establishments if not in conflict with other provisions of this chapter. Signs shall be erected and will define such areas at the designation of the chief of police. Parking shall be allowed on the ocean side of West Grand Avenue from Staples Street to Fourth Street commencing on September 15 and ending on May 1 of each year.

Agenda language and proposed ordinance language:

1. Section 54-187(a) *Union Avenue and West Grand Avenue* shall be amended by adding the underscore language and deleting the ~~strikethrough~~ language as follows:

Sec. 54-187. Restrictions and prohibitions.

Union Avenue. Parking shall be allowed on the right-hand side (side facing the ocean) of Union Avenue from Saco Avenue to First Street. No vehicle shall be parked on the left-hand side (side facing the ocean) of Union Avenue from Saco Avenue to First Street. ~~Ten-minute~~ Thirty-minute parallel parking shall be allowed on both sides of Union Avenue from First Street to West Grand Avenue, and parking shall be allowed on both sides of Union Avenue from West Grand Avenue to the seawall.

West Grand Avenue. No vehicle shall be parked on either side of West Grand Avenue from Old Orchard Street to the Saco Line, except that parking shall be allowed on the ocean side of West Grand Avenue from Ocean Avenue to Pavia Avenue. Also, ~~ten-minute~~ thirty-minute parking shall be allowed for 20 feet on both sides of West Grand Avenue from Union Avenue. Loading and unloading only may be permitted within 50 feet of commercial establishments if not in conflict with other provisions of this chapter. Signs shall be erected and will define such areas at the designation of the chief of police. Parking shall be allowed on the ocean side of West Grand Avenue from Staples Street to Fourth Street commencing on September 15 and ending on May 1 of each year.

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

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on August 19th, 2014, at 7:00 p.m. to consider the following:

Be it hereby ordained, by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled, that section 54-187, Restrictions and Prohibitions, of the Town of Old Orchard Beach Traffic Ordinance is amended by adding the underscored language and deleting the strikethrough language:

Union Avenue. Parking shall be allowed on the right-hand side (side facing the ocean) of Union Avenue from Saco Avenue to First Street. No vehicle shall be parked on the left-hand side (side facing the ocean) of Union Avenue from Saco Avenue to First Street. ~~Ten-minute~~thirty-minute parallel parking shall be allowed on both sides of Union Avenue from First Street to West Grand Avenue, and parking shall be allowed on both sides of Union Avenue from West Grand Avenue to the seawall.

West Grand Avenue. No vehicle shall be parked on either side of West Grand Avenue from Old Orchard Street to the Saco Line, except that parking shall be allowed on the ocean side of West Grand Avenue from Ocean Avenue to Pavia Avenue. Also, ~~ten-minute~~thirty-minute parking shall be allowed for 20 feet on both sides of West Grand Avenue from Union Avenue. Loading and unloading only may be permitted within 50 feet of commercial establishments if not in conflict with other provisions of this chapter. Signs shall be erected and will define such areas at the designation of the chief of police. Parking shall be allowed on the ocean side of West Grand Avenue from Staples Street to Fourth Street commencing on September 15 and ending on May 1 of each year.

Councilor Tousignant explained the situation of parking down by the store where people get lunch and the time frame was totally inadequate for people to eat their lunch and remove their car in the time frame required. The business owner is much appreciative of the ability for people to have a reasonable time frame to eat their lunch.

MOTION: Councilor Blow motioned and Councilor Pastor_____ seconded to Set a Public Hearing Date of August 19, 2014 to amend the Old Orchard Beach Code of Ordinances, Section 54-187, Restrictions and Prohibitions, changing the 10-minute parking on Union Avenue and West Grand Avenue to 30-minute parking.

VOTE: Unanimous.

6254 Discussion with action: Accept, with regret, the resignation of Philip Weyenberg as a Representative to the Citizen's Board of the Maine Water Company/aka/Connecticut Water Service (formerly Biddeford/Saco\Water Company), and appoint Councilor Kenneth Blow.

MOTION: Vice Chair Quinn motioned and Councilor Thornton seconded to Accept, with regret, the resignation of Philip Weyenberg as a Representative to the Citizen's Board of the Maine Water Company/aka/Connecticut Water Service (formerly Biddeford/Saco\Water Company), and appoint Councilor Kenneth Blow.

VOTE: Unanimous.

GOOD AND WELFARE:

JEROME BEGART: Speaking as a citizen involved in many aspects of Committees and Boards, he reminded us all of the need to give back and provide service to the community that we appreciate and love. He listed the many committees and boards on which there are either regular positions or alternate positions including Finance, Ballpark, Comprehensive Plan, Conservation Commission, Memorial Park Committee, Planning Board, Zoning Board of Appeals, Recycling Committee, etc. and encouraged individuals to call the Town Clerk's office at 934-4042 and find out which Committee they would have an interest in and sign up and serve. He also reminded individuals there are organizations like OOB365, three food pantries, and other organizations that they could be involved in and support.

COUNCILOR PASTOR: She indicated that she at this time had just become part of the Saco Bay Center for Civic Engagement as a Board Member and also encouraged people to become involved in the town's activities.

ADJOURNMENT:

MOTION: Councilor Tousignant motioned and Councilor Thornton seconded to adjourn the meeting at 9:35 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-two (22) pages is a copy of the original Minutes of the Town Council Meeting of August 5, 2014.

V. Louise Reid