

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

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, January 7, 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 Jay Kelley  
Councilor Joseph Thornton  
Councilor Kenneth Blow  
Councilor Michael Tousignant  
Town Manager Larry Mead  
Assistant Town Manager V. Louise Reid

Absent: Councilor Malorie Pastor

Pledge to the Flag  
Roll Call

**PRESENTATION: Old Orchard Beach Historical Society Awards  
Apple Cane to Oldest Living Resident Born in Old Orchard Beach  
In Honor of:  
Lorraine Miles Wyman  
*Presented by Arthur Guerin***

Old Orchard Beach Historical Society is pleased to announce that it has selected Lorraine Miles Wyman to receive the "Apple Cane," as the oldest living resident of Old Orchard Beach, Maine who was actually born within the boundaries of the town. The Apple Cane, along with a commemorative plaque, will be awarded at a meeting of Old Orchard Beach Town Council on Tuesday, January 7, 2014, at 7:00 p.m. Working with the staff of the Old Orchard Beach Town Clerk's Office, Old Orchard Beach Historical Society researched Town birth records looking for the person who should receive the Apple Cane. In an interview with Old Orchard Beach Historical Society Secretary Arlene Bellevue Hanson, Lorraine Miles Wyman shared many highlights of her life: she was born at home in Old Orchard Beach on October 27, 1920. Lorraine was an only child and her family moved to River Road, Biddeford. She graduated from Biddeford High School in 1939. As a teenager, she worked at Palace Playland in Old Orchard Beach. Lorraine worked fulltime in the billing department of Saco Lowell Mills right after high school graduation. She then became employed as a billing clerk at Portland Copper Tank. Her next job brought her to Old Orchard Beach High School, where she was a librarian for four years. She then worked as a secretary at Old Orchard Beach Public Works Department. Eventually, Lorraine came to work as a receptionist and telephone operator at Old Orchard Beach Town Hall. She also worked as an elections-ballot clerk for many years. Lorraine's career as a Town of Old Orchard Beach employee spanned twenty seven years. In 1997, the Annual Town Report was dedicated to Lorraine Miles Wyman and Conrad Gilbert. The following is a quote from that Report:

***"Lorraine served for 27 years. She is the epitome of 'self-sacrificing devotion.' Always ready to assist everyone who called on her. Lorraine was the link between the ever inquiring residents and all those in search of services available at Town Hall."***

Lorraine met her husband Leslie Wyman at Saco Lowell Mills, where he was employed as a guard. At various times, Leslie was a police officer, Police Chief, and a member of Old Orchard Beach Town Council. Lorraine and Leslie were married in 1943, at first residing on River Road in Biddeford. In approximately 1947, they moved to 28 Prospect Street, until Leslie passed away in 1997 after fifty-four years of marriage. Lorraine retired in 1997 and moved into "The Pines" retirement community in Ocean Park. Lorraine and Leslie raised eight children. Lorraine has sixteen grandchildren and ten great-grandchildren. Lorraine's hobbies include playing the organ, participating in activities at The Pines, and maintaining membership in Annette Chapter #184 Order of the Eastern Star. Lorraine was honored by the Annette Chapter #184 with a "Fifty-Year Membership" pin. She is also an active member of the United Baptist Church on Main Street, Saco.

In attendance were family members, members of the Harmon Museum and the Director of the Pines where Lorraine lives. She was acknowledged by the audience and by the Council particularly during the presentation. It was also mentioned that Lorraine is the third recipient of this award; the first being Forest Randall and the second Buddy Gifford.

#### **ACKNOWLEDGEMENTS:**

**COUNCILOR KELLEY:** We had an exciting holiday season and thank the Chamber of Commerce and the OOB 365 for the events they scheduled that made the season very exciting. To town employees who responded during the winter storms, our thanks. I would also like to acknowledge the retirement of Corporal John Nichols of the Police Department having served twenty-eight years of excellent service to the community.

**ACCEPTANCE OF MINUTES:** Town Council Workshop of December 11, 2013; and Town Council Minutes of December 17, 2013.

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

**VOTE:** Unanimous.

**PUBLIC HEARING:** Shall We Amend Chapter 2 – Administration, Article IV – Boards, Committees, Commissions, Division 8 – Ballpark Commission, Ballpark Commission Sections 2-396, 2-398, 2-399, 2-401, and 2-402?

The Chair opened the Public Hearing at 7:12 p.m. noting that we were adding to this section 2-404 which had not been on the agenda.

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

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

operation shall not be considered a recreation program subject to oversight by the Recreation Board.

Secs. 2-405 – 2-410. Reserved.

**BACKGROUND:** At a recent Town Council Workshop with the Ballpark Commission, the following request was made to move forward this ordinance change. There was discussion relative to recommended revisions to the Ballpark Commission Ordinance. Some of the changes were general in nature such as the listing of the addition of the Ballpark address and other minor changes. It should be noted that the Ballpark operates as an Enterprise Fund. Section 3 related to Appointment, vacancies, terms were a critical piece of the requested change. Whereas the Commission consisting of seven members appointed by Council and the issue of attendance at the meetings has been a concern of the Commission and the lack of quorum on several occasions has made it impossible for them to conduct their meetings. Councilor Bob Quinn had suggested a time frame. That fact that officers are elected in January prompted the idea of the “calendar” as the time frame. It was noted that members of the Commission serve at the will of the Council and may be removed by a vote of the Council at any time for any reason. Additionally added: To remain on the Commission, members must attend at least 75% of the meetings in a calendar year either in person, by telephone or tele-conferencing (leave out Skype) and actively contribute their efforts in various tasks (e.g., meeting participation, timely completion of assignments) important to the usefulness of the Commission’s powers and duties. Under the area of Powers and duties it was noted that: The Commission is responsible for developing the Ballpark’s business planning including financial, marketing, operation, and long-term property enhancements. In conjunction with the business planning the Commission shall research alternatives for effective internal financial tracking, external marketing, and ballpark operations and provide recommendations to the Town Manager for negotiating agreements/contracts, Council review and consideration for approval. Operations may include, but is not limited to, equipment, materials, vendors and park users. Section 6 was discussed as it involved Quorum, procedures, officers and it was suggested that four members rather than five constitute a quorum. Further lengthy discussion on the following was also considered: The Commission shall choose annually a chairperson, vice chairperson, secretary and a financial liaison from among its members. The financial liaison maintains copies of purchase orders, invoices and other financial documents including the Finance Director’s monthly reports. Original purchase orders, invoices and other financial documents are maintained by the Finance Director. The official cash flow and financial records are maintained by the Finance Director. Under Section 7 – Authority to Appoint agents it was noted that The Commission may, with the consent of the Town Manager and the Town Council, designate one or more of its members or qualified non-members (the latter approved by the Town Manger of Council) to serve as the Commission’s agents for carrying out the Commission’s responsibilities.

The changes were favorably considered by the Council and the Town Manager was to make necessary changes to it and it would be on the next agenda for consideration for approval.

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

## DIVISION 8: BALLPARK COMMISSION

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

### **Sec. 2-396. Ballpark defined.**

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

### **Sec. 2-397. Ballpark commission formed.**

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

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

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

### **Sec. 2.399. Powers and duties.**

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

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

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

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

Raising funds to be used exclusively for the improvement, maintenance and operation of the Ballpark through the sale of advertising or other promotional activities and through

soliciting and accepting donations on behalf of the Town, all in accordance with the Town's established finance and accounting procedures.

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

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

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

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

#### **Sec. 2-400. Meetings.**

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

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

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

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

#### **Sec. 2-402. Authority to appoint agents.**

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

#### **Sec. 2-403. Report to the Council.**

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

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

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

Secs. 2-405 – 2-410. Reserved.

**This item has been discussed in workshop sessions and submitted by the Ballpark Commission itself. Councilor Tousignant asked for verification that the Ballpark Commission was favorable with moving forward with this and there being no comments the agenda item will be presented at the next Council meeting under New Business.**

The Chair closed the Public Hearing at 7:18 pm.

## **PUBLIC HEARING BUSINESS LICENSES AND APPROVAL**

**CHAIR:** I open this Public Hearing at 7:18 p.m.

**Alice & Matthew Morris (210-1-20-42), 39 Smithwheel Road, Unit 42, one year round rental; and Grand Beach Bungalow LLC (301-7-4), 186 East Grand Avenue, one year round rental.**

**CHAIR:** I close this Public Hearing at 7:19 p.m.

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

**VOTE:** Unanimous.

### **TABLED ITEM:**

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

### **BACKGROUND:**

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

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

**Vice Chair Quinn questioned the involvement of Raging Tide contract in the portion below:**

**Private Skybox with 8 seats** plus small refrigerator available to store your concession purchases.

**(for all May-October events): \$1,500** includes 6'x10' sponsor banner, season tickets for Raging Tide. **Seasonal**

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

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

### **Sponsorship Policy & Procedure**

#### **Summary Description**

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

#### **Applicability**

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

#### **Key Terms or Definitions**

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

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

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

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

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

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

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

#### **Policy:**

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

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

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

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

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

### **Procedures for The Ballpark**

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



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

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

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

1. At the discretion of the Ballpark Commission, at a previously determined date each year, those planning to use The Ballpark facilities during that year are to provide The Ballpark General Manager or designated Commissioner their proposed sponsorship marketing plan including:
  - a. A list of potential sponsor contacts and the proposed type of sponsorship [e.g. contribution and benefit (such as publication ad or stadium banner, etc.)]
  - b. Their proposed approach for their sales pitch in terms of promises and use of their version of Appendix A.
2. The Ballpark Commission or its designated representative(s) will review the proposed sponsorship plan to see if it unnecessarily duplicates or conflicts with The Ballpark's planned sponsors. This is to eliminate overlapping sales visits which may result in confused expectations and accountability with the appearance of an uncoordinated

approach or a perception of harassment. This does not necessarily preclude the use of the same sponsors but helps manage the sponsor/stakeholder relationships.

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

### **Responsibility for Maintaining and Implementing the P&P**

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

### **Exceptions**

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

### **Attachments**

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

#### **Forms**

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

### **Appendix A**

Sponsorship Opportunities

**Old Orchard Beach's The Ballpark**

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



**Event Sponsorship:** \$ \_\_\_\_\_ minimum (depending on the event's cost) Benefits: a private

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

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

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

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

Sponsorship – Yearly Rates  
 Advertisements - Banners - Website ads - other types of Recognition.

Price includes sign and installation.

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

Display Type	Location	Price	Availability	Tide's 2013 Price
Banner: 8'X28'	Over the <b>top of the scoreboard</b> where everyone looks frequently.	\$2,500		Did not have in 2013 (DNH)
Banner: 6'x20	<b>Top of Stadium's Inside Fencing</b> around the top of 1 <sup>st</sup> base side facing the concourse,	\$2,500 Visible to anyone driving		(DNH)

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

	(back side faces batting practice area under stadium.			
Banner: 6' x 8'	<b>Concourse</b> on 3 <sup>rd</sup> base side fence near Merchandise stand facing the Clubhouse and walking area.	\$500		(DNH)
Banner: 6' x 6'	<b>Concourse</b> on 3 <sup>rd</sup> base side fence near Merchandise stand facing the Clubhouse and walking area.	\$400		(DNH)
	Website Banner Large	\$750		\$1,000 on home page
	Website Banner Sidebar	\$600		\$750 for side link on home page
	Website Banner Small	\$500		\$250 listing on sponsor page
Name listed as desired a Ballpark Donors Wall of Friends and a letter of thank you.	<b>On Concourse Fence</b> facing the Concession Stand and next to the concourse steps upward to stadium.	\$300 – 499		
Letter of Thank you	<b>Sent to you for your donation.</b>	\$25-299		

### Appendix B

**Old Orchard Beach's The Ballpark Sponsorship & Advertising Contract** This is a template subject to be customized to fit the benefit, e.g., signage, publication.

This Advertising Display contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Town of Old Orchard Beach (the Town) and \_\_\_\_\_ (the advertiser) with reference to the following facts and purposes.

- A. The term "the Ballpark" means the municipal facility located on Ballpark way off 14 E. Emerson Cummings Boulevard, consisting of approximately 49 acres of land improved with a stadium, playing fields and parking areas. The Ballpark is to be used for public recreational sports events, small performing arts and musical venues and other multipurpose community festivals. In connection with the ballpark stadium services, the Town will make available space for advertising and promotional displays as described in Appendix A.
- B. Advertiser has reviewed Appendix A, "Sponsor Opportunities". At the ballpark stadium and desires to advertise using a sign at the Ballpark or advertising in a ballpark event publication.
- C. Advertiser is aware that approval of Advertiser's final designs requires prior approval by the Town (*via The Ballpark Commission*) and must meet the generally accepted minimum standards for public display delineated as agreed.

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

**1. Contract Price and Payment**

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

**2. Location of Advertising Displays**

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

**3. Term of Contract**

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

**4. Contract Renewal**

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

**5. Non-exclusivity**

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

**6. Display of Signage**

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

**7. Public Display Minimum Standards**

The Town shall review and approve any and all advertising design, display artwork and copy for the purpose of fulfilling this Contract. All Advertising must meet the minimum standards for public display as outlined in Old Orchard Beach Code of Ordinances as agreed upon by the Commission.

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

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

**Appendix C  
Advertising Banner Standards**

1. All wording on banners should be easily readable from the distance from which the viewers have easy access. For example banners on the outfield wall must be easily readable from 400-500 feet away. This means the size of the letters and the

colors involved must create the contrast needed to be seen from the stadium's terrace and furthest skybox from the advertisement. Please reference **Example of The Ballpark Advertisements and Their Evaluations: Creating a Basis for Judging the Adequacy of Design** which critiques advertisements on The Ballpark's outfield walls in 2011. This is for the benefit of the advertiser. The exception would be if the advertise insists on the logo or advertising format that already exists. In this case the seller must make it clear that the effectiveness of the advertisement might be compromised, and we wish provide the most benefit to our advertisers.

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

No banner shall display tobacco materials or profanity.

**Vice Chair Quinn indicated that in discussions with Jerome Plante of the Ballpark Commission he is satisfied with the answers regarding the inclusion of the Raging Tide in the material presented.in the sponsorship program.**

**MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Accept the Sponsorship Policy and Procedure for The Old Orchard Beach Ballpark and establish the Sponsorship Fees, effective January 7, 2014.**

**VOTE: Unanimous.**

**TOWN MANAGER'S REPORT: The Town Manager reported on the following:**

- ❖ Meeting with Police, Code Enforcement, and General Assistance to address issues related to winter rentals, including code violations, criminal activity and other calls for service.
- ❖ Continue to work on the flood plain mapping changes through FEMA.  
**Public meetings urging  
Update website  
Prepare for meeting with FEMA on Thursday, Jan. 9  
Coordinating with Scarborough**
- ❖ Addressing winter operations responding to snow, ice and cold we have been experiencing. Public works crews and Town's custodial staff putting in long hours.
- ❖ Met with reps from Saco/Biddeford Savings and Harmon Museum to bring back to the Council a proposal to exchange Town land behind museum for parking and handicapped access. June election.
- ❖ Working with Planning and Codes, Wastewater and Town engineering consultants and legal counsel on issues related to pump stations and waste disposal in the Dunegrass development. The combination of public sewers and private pump stations has resulted in impediments to the residential development in the area.
- ❖ Working with other York County communities to oppose legislation that would assess a surcharge of \$14/Ton on OOB's solid waste disposal. This legislation is being put forward

by the three trash to energy facilities remaining in Maine and would direct the revenue charged to OOB and other Towns that use landfills to towns that direct trash to incinerators. Could cost the Town up to \$45,000. This is unfair and bad public policy

**3,400 tns      600 tns**

**We practically speaking have no option: Casella contract  
The incinerators in Maine are inefficient, aging and outdated technology.  
There is no long term plan in Maine for an alternative to incinerator/landfill  
The incinerators don't have the capacity to handle municipal SW  
Many communities cannot access incinerators and would be penalized  
The municipal R? opposes the bill.  
EcoMaine has a \$23 M surplus and is reducing the rates of its members  
Jan. 9 hearing Energy and Natural Resources**

The Council encouraged future updates on these important issues.

**# 6082    Discussion with Action: Accept the bid from Bergeron Associates in the amount of \$1,510.85 per set for Firefighter Turnover Gear for the Old Orchard Beach Fire Department from Account Number 52002-50895 – Fire Equipment/Gear, with a balance of \$25,000.**

**BACKGROUND: The Fire Department when out for bids for Firefighter Turnout Gear:  
THE TOWN OF OLD ORCHARD BEACH  
Is soliciting bids for  
FIREFIGHTER TURNOUT GEAR**

***Sealed bids should be marked "Turnout Gear Bid"  
and must be received by 10:00 a.m.  
Friday, November 22, 2013***

***Town of Old Orchard Beach  
Attention: Assistant Town Manager  
1 Portland Avenue  
Old Orchard Beach, Maine 04064  
Questions – 207-937-5858  
[jglass@oobmaine.com](mailto:jglass@oobmaine.com)***

***Specifications listed on the website:  
[www.oobmaine.com](http://www.oobmaine.com)***

***The Town of Old Orchard Beach reserves the right to accept or reject all bids.  
The Town of Old Orchard Beach is an equal opportunity organization.***

#### ***FIREFIGHTER GEAR SPECIFICATIONS***

- ***Meet or exceed NFPA & OSHA Standards including NFPA 1971 2013 Edition***
- ***3" reflective letters across shoulder area O O B F D***
- ***Include a radio pocket and microphone strap (left breast)***
- ***Include a flashlight snap hook (right breast)***
- ***Include a drag rescue device***



- *Reinforced knees & cuffs*
- *A strip on the lower rear of the jacket suitable for 3" tall letters (name)*
- *Removable suspenders*
- *Expanding cargo pockets*
- *Priced set including jacket & pants – Black in color*

The following firms provided bids for the Gear specifications:

**IPS – Industrial Protection Services**

- Option 1: \$1,231 – each set – 4 to 6 weeks delivery time
- Option 2: \$1,363 – Set

**HSE – Option 1: \$1,563,14 – Set – 5 – 7 weeks delivery time**

**Admiral Fire & Safety, Inc.**

- Option 1: \$1,529 – 8 to 12 weeks delivery
- Option 2: \$1,349.50 – Model 655B – 8 to 12 weeks delivery

**Effie Panselinos Provengo, LLC**

- Option 1: \$1,722
- Option 2: \$1,798
- Option 3: \$2,322
- No delivery time given

**Bergerm Protective Clothing LLC**

- Option 1: \$1,510.85 Ninety days delivery time
- Option 2: \$1,197.82 Ninety days delivery time.

To: Town Council  
 From: Chief John Glass  
 Date: December 30, 2013

**Background for Purchase of Firefighter  
 Response Gear**

Eighty five percent of the department's current fire "turn-out" response gear which was purchased under a Federal grant in 2003 has reached its 10 year NFPA replacement requirement. Interior firefighters must have gear which meets the new NFPA standards. The department began purchasing Globe Fire Gear a couple of years ago to begin replacement of the existing gear in order to work towards meeting the compliance directive. We currently have in inventory 12 sets of Globe X-treme gear. Approximately 18 more sets of gear are required to outfit all interior qualified firefighters currently on staff to bring our inventory to 30 total sets. Non-interior qualified support fire personnel will utilize current compliance gear which has been inspected and repaired by a certified NFPA repair company until this gear can be replaced in the 2015 fiscal budget year. In November of 2013 an RFP for new turn-out gear was produced, advertised and bids were received from 5 vendors. After review of the bids which included 4 different gear manufacturers which included different "grades" of gear, I have the following recommendations/comments.

- I recommend we purchase Globe X-treme gear which is proposed in this RFP in continuance with the most recent practice of the department .
- The continuation of providing the same brand/quality of gear will aid in the annual mandatory in-house inspection requirements of Maine Labor and assure all gear is inspected, cleaned and maintained by the same manufacturers' recommendations.
- X-treme gear is designed to be lighter weight, more flexible and constructed stronger than other manufacturers of gear quoted.
- I personally visited the Globe manufacturing plant in New Hampshire and have observed Globe's high standards of construction, testing and dedication to firefighter protection standards.
- The Globe vendor has an established relationship with our department and has provided gear and other equipment in the past committed to value and integrity. The vendor is located 10 miles from the Globe manufacturing facility making production/repairs/delivery times shorter.
- Globe X-treme gear is also widely in use by our neighboring mutual aid departments and has proven more reliable than many other gear manufacturers.
- I do not recommend Innotex gear due to its manufacturer being located in Canada. We currently have this gear (although by another name) and have had issues with size dependability and delays by international customs delays when we returned gear for repairs or replacement. The reflective trim we originally required was discontinued by the company and a different style substituted over the years which do not match.
- I do not recommend Fire Dex Assault gear because the weight of the gear and construction are not equal to Globe X-treme gear. The manufacturer is located in Ohio and the vendors are located in Maine and the lowest price vendor is more accustomed to providing SCBA service for our department than firefighting gear.
- The Provengo vendor quote for gear is approximately \$2000.00 more than the other competitors.

In conclusion I would recommend that the Old Orchard Beach Town Council accept the base bid (with an ancillary charge per gear to provide a personalized firefighter name plate) of Bergeron Protective Clothing of \$1510.85 per set of firefighter turn-out gear. As many sets as possible will be purchased from FY 2014 CIP budget line 52002-50849 with a current balance of \$25,000.00.

Comments by the Town Manager and by Fireman Norm Gendron confirmed that although this bid was not the lowest, it was the best considering the way the product is made and the flexibility of a better comfort level. It is also interchangeable with the existing gear as well and the product is more user-friendly. It was also noted that the vendor will hold to the original price as quoted.

**MOTION:** Councilor Tousignant motioned and Vice Chair Quinn seconded to Accept the bid from Bergeron Associates in the amount of \$1,510.85 per set for Firefighter Turnover Gear for the Old Orchard Beach Fire Department from Account Number 52002-50895 – Fire Equipment/Gear, with a balance of \$25,000.

**VOTE:** Unanimous.

**# 6083 Discussion with Action: Cancel the Regular Town Council Meeting of Tuesday, November 4, 2014 as it falls on Election Day.**

**BACKGROUND:** Because a Council meeting date falls on the date of the November election, the Council is being asked to cancel the Regular Town Council Meeting of Tuesday, November 4, 2014.

**MOTION:** Vice Chair Quinn motioned and Councilor Thornton seconded to Cancel the Regular Town Council Meeting of Tuesday, November 4, 2014 as it falls on Election Day.

**VOTE:** Unanimous.

**\$ 6084 Discussion with Action: Accept the 2014 Holiday Schedule issued under the Town of Old Orchard Beach Municipal Employees Personnel Policies and Procedures, last amended May 2, 2006 and re-adopted February 7, 2012.**

#### **2014 Holiday Schedule**

The 2014 Holiday Schedule is issued under the Town of Old Orchard Beach Municipal Employees Personnel Policies and Procedures, last amended May 2, 2006, and re-adopted 2/7/2012.

<b>HOLIDAY</b>	<b>DAY, DATE OBSERVED</b>
New Year's Day	Wednesday, January 1, 2014
Martin Luther King, Jr. Day	Monday, January 20, 2014
Washington's Birthday/President's Day	Monday, February 17, 2014
Patriots Day	Monday, April 21, 2014
Memorial Day	Monday, May 26, 2014
Independence Day	Friday, July 4, 2014
Labor Day	Monday, September 1, 2014
Columbus Day	Monday, October 13, 2014
Veterans Day	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 27, 2014
Thanksgiving Friday	Friday, November 28, 2014
Christmas Eve, ½ day (personnel policy)	Wednesday, December 24, 2014
Christmas Day	Thursday, December 25, 2014

**This schedule is subject to change by the Town Council.**

**MOTION:** Councilor Tousignant motioned and Councilor Kelley seconded to Accept the 2014 Holiday Schedule issued under the Town of Old Orchard Beach Municipal Employees Personnel Policies and Procedures, last amended May 2, 2006 and re-adopted February 7, 2012.

**VOTE:** Unanimous.

**# 6085 Discussion with Action:** Appoint Richard Greenlee as a regular member of the Conservation Commission, term to expire 12/31/2016; Move Michael Fortunato from an alternate to a regular member of the Planning Board, term to expire 12/31/15; Appoint Jerome Begart as a regular member of the Ballpark Commission, term to expire 12/31/16; Appoint John Beatty, Jr., term to expire 12/31/14; and Accept, with regret, the resignation of Michelle Parkinson from the Board of Assessment Review.

**MOTION:** Councilor Kelley motioned and Councilor Tousignant seconded to Approve the appointments and resignations as read.

**VOTE:** Unanimous.

**# 6086 Discussion with Action:** Accept Resolution supporting the current initiative to restore passenger rail service between Montreal and Portland, and then connecting Old Orchard Beach and Boston by the Amtrak Downeaster Service.

**RESOLUTION SUPPORTING THE RESTORATION OF PASSENGER RAIL SERVICE  
BETWEEN MONTREAL, QUEBEC AND OLD ORCHARD BEACH**

**WHEREAS:** Tourism and private enterprise are the foundation of the economy vitality of Old Orchard Beach; and

**WHEREAS:** Old Orchard Beach has long been the summer resort destination of choice for visitors from Quebec, and Old Orchard Beach residents and businesses have established close ties and friendships with Quebec residents who return each summer to vacation in Old Orchard Beach; and

**WHEREAS:** This relationship between Quebec and Old Orchard Beach is vital to the economic health of our Town; and

**WHEREAS:** Francois Rebello, an entrepreneur from Montreal, has developed a plan to utilize existing freight lines to restore passenger rail service between Montreal, Portland, Old Orchard Beach and Boston by means of a seasonal hotel-train in cooperation with private entities on both sides of the border between the United States and Canada, and independent of government subsidies; and

**WHEREAS:** Restoration of passenger rail service provides opportunities to further grow tourism and business with Quebec and to increase economic activity in Old Orchard Beach;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**The Old Orchard Beach Town Council expresses its support for this endeavor and, further, urges the Maine Department of Transportation, the United States Department of Transportation, and our State and Federal elected officials, to actively support and facilitate the restoration of passenger rail service between Montreal and the State of Maine and Old Orchard Beach.**

**The Council entered into interaction with the entrepreneur, Francois Rebello on the plans for this program. It was noted that there would be approximately three trips a week from Montreal to Boston. It was indicated that a round trip ticket on the train would be less costly than flying into Portland or Boston and the service would take full advantage of the public-transportation-savvy young people living in Montreal, 30 percent of whom do not have a driver's license. Michael Coleman, former Councilor, was one of a handful of people who attended a meeting in Montreal in December and then approached Town Manager, Larry Mead, about the project. It was suggested during the discussion that it is possible that the Hotel/train may be operational even by this summer. There are certain things that would need to take place before that could happen. Mr. Rebello indicated that there are agreements that need to be reached with four different railroad companies as well as approval of the Northern New England Passenger Rail Authority which runs the Downeaster. Mr. Rebello, in answering Councilor Tousignant questions about details, indicated that the hotel train would leave Montreal at about 6:00 p.m. and make several stops in Canada, Vermont and Maine before arriving in Old Orchard Beach at approximately 7:00 a.m. and then going on to Boston for an approximate 9:00 a.m. arrival. The cost of the ticket would depend on the accommodations chosen by the passenger. The most expensive would be an individual sleeper at about \$300 and the least expensive a coach seat at \$180. The Town Manager indicated he saw an economic opportunity for the community because of the longstanding ties between Quebec and Old Orchard Beach. He also mentioned that the popularity of rail as a transportation option continues to grow in the northeast and it provides another opportunity for people to visit Old Orchard Beach.**

**MOTION: Councilor Tousignant motioned and Councilor Thornton seconded to Accept Resolution supporting the current initiative to restore passenger rail service between Montreal and Portland, and then connecting Old Orchard Beach and Boston by the Amtrak Downeaster Service.**

**VOTE: Unanimous.**

**# 6087      Discussion with Action: Approve the FY15 Municipal Budget Schedule and provide general budgetary guidance to the Town Manager for the FY15 Budget.**

**TOWN OF OLD ORCHARD BEACH  
Memorandum**

**December 27, 2013**

**TO: Chair O'Neill and Members of the Town Council  
FROM: Larry Mead, Town Manager**

## **RE: PROPOSED FY15 BUDGET DEVELOPMENT SCHEDULE**

Below for your consideration is a proposed timetable for the development of the FY15 municipal budget. Since this will be my first budget process in Old Orchard Beach I expect that, should you endorse the proposed schedule, there will be adjustments to it as we move through the process in the months ahead. I have proposed the timeframe between the week of March 24 and the week of April 14 for the Council to hold workshops on the budget. There would also be the additional week of April 21 available if need be, which would still allow for a first reading of the FY15 budget at the May 6 Town Council meeting. During the first two weeks of review, starting the week of March 24, I have anticipated that the Finance Committee would also participate in developing a proposed FY15 capital budget for the Council's consideration. The Finance Committee's charge by Charter is to develop, in consultation with the Town Manager and Department Heads, an advisory capital spending plan for the Council's consideration.

<b>January 3</b>	<b>Provide budget documents/instructions to Dept Heads</b>
<b>February 7</b>	<b>Dept heads submit budgets to Town Manager</b>
<b>Feb 12- March 14</b>	<b>Town Manager meets with dept heads for review/revise</b>
<b>March 21</b>	<b>Submit to Town Council</b>
<b>March 24 – 28</b>	<b>Initial budget presentations to Council/Finance Committee</b>
<b>March 31 – April 4</b>	<b>Continue presentations to Council/Finance Committee</b>
<b>April 7 -11</b>	<b>Continue presentations to Council</b>
<b>April 14 - 18</b>	<b>Continue presentations to Council</b>
<b>May 6</b>	<b>First reading of Budget by Town Council</b>
<b>May 20</b>	<b>Town Council Adopts Budget</b>

The Town Manager discussed the budget process with the Town Council and comments were made by the Chair of the Finance Committee, Mike Gray. Both mentioned that aid to local communities from the State has been severely cut repeatedly and probably will be this year as well. Both State aid to education and State revenue sharing have taken hits which have resulted in either decreases in local service or increases to the local property taxes, or both. Our community, as so many, continues to be stretched with obligations including keeping our roads plowed, sidewalks salted and other emergency items that arise without notice. The purpose of revenue sharing was to help tax-payers by keeping the tax rate low. There is a current bill proposed by the Appropriations Committee that would retain the current level of aid. It was recognized that for struggling homeowners, especially the elderly, many living in Old Orchard Beach, keeping the revenue sharing at the rate now is a must. The Charter directs that the Town Council, six months prior to the start of the next fiscal year, provide general guidance to the Town Manager and the Department Heads regarding the FY15 municipal budget in the form of "an expected budget limit figure." The Charter further states that the budget limit figure, while an "expectation of the Council" may be considered as a guideline, subject to change throughout the budget process. The Town Manager reminded everyone that the Town's tax commitment is made up of three major components; the municipal budget, the school assessment, and the County assessment. The Town Council has control over only the municipal budget, which accounts for just under 50% of the total tax levy. The Council indicated that they questioned the validity of giving a specific number but rather encourage the Town Manager and the Department Heads to identify their essential budget needs, to maximize non-property tax revenues, including service fees, and to strive for efficiencies whenever possible in order to reduce the budget expenditures. Councilor Thornton indicated that he supports that philosophy and approves the budget scheduled

with this as the budgetary guidance to the Town Manager. There was agreement by the Council in this regard. The Chair of the Finance Committee made excellent suggestions as to how the Council and the Town Manager/Department Heads can make the budget process more efficient and time productive and those considerations will be addressed in the budget process. Finance Chairman Gray suggested that discussions involve real numbers; eliminate non-essential discussion; concentrate on the real issues; recognize that revenue is declining and there are more cuts anticipated in revenue sharing; avoid the nitty-gritty small details in the discussion process; and project for long term planning.

**MOTION:** Councilor Thornton motioned and Councilor Blow seconded to Approve the FY15 Municipal Budget Schedule and recommend the Town Manager and the Department Heads identify their essential budget needs; maximize non-property tax revenues, including service fees; and strive for efficiencies whenever possible in order to reduce the budget expenditures, for the FY15 Budget.

**VOTE:** Unanimous.

**GOOD AND WELFARE:**

**PAM AND JOHN GALLO:** They introduced the new General Manager of the Raging Tide, Taylor Fisher. The Council reiterated their support of the Raging Tide and their hope for a very upcoming successful summer.

**ADJOURNMENT:**

**MOTION:** Councilor Tousignant motioned and Councilor Thornton seconded to adjourn the Town Council Meeting at 8:20 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-three (23) pages is a copy of the original Minutes of the Town Council Meeting of January 7, 2014.

V. Louise Reid