

**TOWN OF OLD ORCHARD BEACH
TOWN COUNCIL MEETING
Tuesday, September 2, 2014
TOWN HALL CHAMBERS
7:00 p.m.**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, August 19, 2014. Chair O'Neill opened the meeting at 7:05 p.m.

The following were in attendance:

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

Absent: Town Manager Larry Mead

**Pledge to the Flag
Roll Call**

CHAIR: I ask for a motion to add an Emergency Agenda Item Number 6279 to follow Agenda Item 6278. Discussion with Action: Amend the Special Event Permit for the New England Parkinson's Ride on Saturday, September 6, 2014 from 7:30 a.m. to 5:00 p.m., that was approved on October 1, 2013, changing the route to begin and end at the Ballpark; and beer and wine to be served by Jimmy the Greek.

MOTION: Discussion with Action: Vice Chair Quinn motioned and Councilor Thornton seconded to Amend the Special Event Permit for the New England Parkinson's Ride on Saturday, September 6, 2014 from 7:30 a.m. to 5:00 p.m., that was approved on October 1, 2013, changing the route to begin and end at the Ballpark; and beer and wine to be served by Jimmy the Greek.

VOTE: Unanimous.

ACKNOWLEDGEMENTS:

VICE CHAIR QUINN: Our thanks to all those who contributed in time and effort during the REV 3 weekend. It was successful and although there are always issues relative to traffic, the event brings many hundreds to our community through their visits to our restaurants and activities and reservations in our motels. Thanks to those who although inconvenienced, made the effort to adjust their schedules accordingly.

COUNCILOR TOUSIGNANT: The Blues Festival is at the Ballpark on September 13th from 1:00 p.m. to 7:00 p.m. This is a great opportunity to enjoy outstanding music. Advanced tickets are \$15 at www.OOB365.com or through Sharri MacDonald at 590-4201. It's happening in Old Orchard Beach so join us at the Ballpark for this outstanding event.

ASSISTANT TOWN MANAGER: I would like to congratulate Meghan LaPlante, daughter of the owner of Miss Meghan's Lobster Catch, for capturing what oceanographers estimate is a 1-in-2 million find (a blue lobster) off Pine Point. She named the lobster "Skylar and vowed it would not end up on a dinner plate. Meghan is only 14 but she already has her own student lobster license. She presented the lobster to the State Aquarium.

ACCEPTANCE OF MINUTES:

Town Council Meeting Minutes of August 19, 2014.

It was noted that the August 28, 2014 minutes had not been provided to the Town Council and would be on the next agenda. A motion was made and withdrawn so that only the August 19, 2014 minutes were approved.

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

VOTE: Unanimous.

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

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

Andrea Boynton (205-19-18-10), 47 Milliken Street, Unit #10, one year round rental; J&W Kelley, Inc. dba/Marcotte Motor Court (208-1-11), 32 Jameson Hill Road, six year round rentals and twenty-two seasonal rentals; Christopher Lawless (210-1-20-45), 39 Smithwheel Road, Unit #45, one year round rental; Sameer Hasan (310-6-1-360), 39 West Grand Avenue, Unit #360, one year round rental; and David Lenzie (314-3-2), 9 Lake Avenue, one year round rental.

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

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

VOTE: Unanimous.

NEW BUSINESS:

6271 Discussion with Action: Approve the Mobilization of Primary and Secondary Crushers. loading and stacking equipment of Superior Crushing Inc., in the amount of \$5,000 from Account Number 50002-50506 – Road Maintenance Improvement, with a balance of \$478,591; to crush broken hot top, concrete chunks, bricks and ledge to a 1½" crushed gravel material at \$7.50/cubic yard, not to exceed 3,200 cubic yards; to reuse in future Public Works projects.

BACKGROUND:

The Public Works Director is asking for approval of this agenda item. It is a request for the deposit on 1 ½ inch of crushed gravel at a rate of \$7.50 cubic yard and not to exceed the 3,200 cubic yards requested to reuse in future Public Works projects. This proposal also includes primary and secondary crushers, loading and stacking equipment, operators, fuels and mobilization. Construction sand and gravel is used to make concrete for road construction, for mixing with asphalt, as construction fill, and in the production of construction materials like concrete blocks, bricks and pipes. Sand and gravel can also be used in the winter for enhanced traction, as landscape material on driveways and parking lots and also for water filtration.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the Mobilization of Primary and Secondary Crushers. loading and stacking equipment of Superior Crushing Inc., in the amount of \$5,000 from Account Number 50002-50506 – Road Maintenance Improvement, with a balance of \$478,591; to crush broken hot top, concrete chunks, bricks and ledge to a 1½” crushed gravel material at \$7.50/cubic yard, not to exceed 3,200 cubic yards; to reuse in future Public Works projects.

VOTE: Unanimous.

6272 Discussion with Action: Approve the purchase of Dell Server Virtualization Equipment, to include installation, licenses and support in the amount of \$75,974, to be financed for 4 years through Gorham Leasing at 2.57% with an annual lease payment in the amount of \$19,723 from Account Number 20102-50856 Computer System Upgrade, with a balance of \$36,721.72 to support and upgrade the Town’s server infrastructure and virtualize all server workloads.

BACKGROUND:

The Town Council approved through the FY15 budget a four-year plan to transition the Town’s data needs to a virtual server infrastructure. The initial year’s finance cost was appropriated in the FY15 budget. This system will upgrade the their server infrastructure and virtualize all servers workloads on VMWare vSphere with a Dell Equallogic SAN. The Town Council is provided a copy of the quote and the complete business technology solutions including a description of the work and the assumptions as well. Bill Botting, our IT Consultant and Diana Asanza, our Finance Director, will be present to answer questions.

The Finance Director answered questions relative to the amortization indicating that interest was not charged on the original installment. Vice Chair Quinn and Councilor Blow were satisfied with that response.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the purchase of Dell Server Virtualization Equipment, to include installation, licenses and support in the amount of \$75,974, to be financed for 4 years through Gorham Leasing at 2.57% with an annual lease payment in the amount of \$19,723 from Account Number 20102-50856 Computer System Upgrade, with a balance of \$36,721.72 to support and upgrade the Town’s server infrastructure and virtualize all server workloads.

VOTE: Unanimous.

6273 Discussion with Action: Transfer the surplus Old Orchard Beach Police Department's 2007 Yamaha ATV, Model Number YXR 450 Rhino, VIN Number Y4AJ19Y77A011007, to the Regional School Unit 23, at no cost.

BACKGROUND:

This 2007 Yamaha ATV that has been used for the past 7 years by the Police Department has rusted sections of the ATV as a result of the beach erosion on the equipment. The School has need of an ATV for use in the school fields and our Public Works employee who works on the vehicles and equipment feels that he can bring the ATV to a workable product for use by the school.

Questions were answered relative to this being a used piece of equipment and the value would be only in the use by the School. Guy Fontaine asked if the Town went out for sale of surplus equipment and the Assistant Town Manager responded that occasionally in the past the Town has publicized Surplus Sale of Equipment by sealed bid. Councilor Pastor indicated that she saw this as a means of communication and commitment between the RSU and the town and hoped this type of interaction would continue.

MOTION: Councilor Pastor motioned and Councilor Kelley seconded to Transfer the surplus Old Orchard Beach Police Department's 2007 Yamaha ATV, Model Number YXR 450 Rhino, VIN Number Y4AJ19Y77A011007, to the Regional School Unit 23, at no cost.

**VOTE: Yea: Councilors Pastor, Blow, Kelley, Tousignant, Thornton, Chair O'Neil
Nea: Vice Chair Quinn**

6274 Discussion with Action: Approve the Agreement with SPC Construction, Inc., for construction and completion of the Old Orchard Beach Skateboard Park project in the amount of \$62,000 from Account Number 30201-50311 – Recreation Skateboard Expense from Fund 203 - Recreation, with a fund balance of \$86,590.05.

BACKGROUND: It has been a long time coming but construction of a Skateboard Park in Old Orchard Beach is in the works. The Old Orchard Beach Recreation Department has been planning and fundraising for a new Skateboard Park for nearly four years. The Planning Board approved an application from the Recreation Department to construct a Skateboard Park at Ballpark Way. The concrete Skateboard Park would be located adjacent to the Police Station on the Town-owned plot near the entrance to the Ballpark on E. Emerson Cummings Boulevard. It will replace the former wooden Skateboard Park between Loranger Middle School and the High School that was torn down in 2009 after three to four years of heavy use. According to the Recreation Director the Park would be open from dawn to dusk and skaters would be self-policing, the same as at the local basketball court or other public parks. There is also no need for the park to be lit since skaters would go home at dark. It is expected that that Park will be a draw for residents as well as amateur and experienced skaters from all over New England. Ultimately it is anticipated that the park will include grassy areas with picnic tables and benches for people to sit and watch the skaters.

**TOWN OF OLD ORCHARD BEACH
AGREEMENT FOR SERVICES**

This contract (hereinafter referred to as "Agreement") is made and entered into on this ____ day of September, 2014, by and between the Inhabitants of the Town of Old Orchard Beach with a mailing address of 1 Portland Avenue, Old Orchard Beach, Maine 04064 (hereinafter referred to as "Town"); and SPC Construction, Inc., with a mailing address of 53 Winter Harbor Road, Kennebunkport, Maine 04046 (hereinafter referred to as "Contractor").

WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the Town and the Contractor agree as follows:

I. SCOPE OF WORK

The Contractor will furnish all materials, supplies, equipment and labor and shall perform all work required for construction and completion of the Old Orchard Beach Skateboard project (hereinafter the "Work"), in accordance with the specifications contained in the RFP Notice and associated specifications issued by Town and received and opened on July 10, 2014 by the Recreation Director for the Town, and also in accordance with Contractor's Proposal dated July 10, 2014.

A copy of said RFP Notice and associated specifications and Contractor's Proposal are attached to this Agreement and made a part hereof as Exhibits A and B respectively. The restatement of any of the terms contained in the Notice and Specifications or Proposal shall not be deemed to waive any terms not so restated. If a disagreement is found between the said attachments and this document, then this document shall govern; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

II. CONTRACTOR OBLIGATIONS

The Contractor warrants:

A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.

C. That any increase in Contractor's costs during the term of this Agreement shall be the sole responsibility of the Contractor, unless agreed to in writing by Town prior to costs being incurred.

III. COMMENCEMENT AND COMPLETION

The Contractor will commence work upon execution of this Agreement and will complete work on or before December 1, 2014.

IV. PAYMENT TERMS

A. The Town shall pay the Contractor for the performance of Services under this Agreement the sum of \$55,000 (Fifty-five Thousand Dollars) for the Pool Cost identified in Exhibit B and \$7,000 (Seven Thousand Dollars) for the Street Area identified in Exhibit B, for a total of \$62,000 (Sixty Two Thousand Dollars, hereinafter the "Contract Price").

Contractor shall keep accurate records of all services performed under this Agreement and shall submit such information and an invoice for services to the Town. Upon invoice Town shall pay Contractor one-third of the Contract Price upon execution of the Agreement, one-third upon completion of fifty per-cent of the scope of work, and one-third upon completion of 100% of the scope of work, except that Town may retain four per-cent of the Contract Price during the one year guarantee period from the date of final completion. Payment for such services shall be made to Contractor not more than thirty (30) days after receipt of said invoice, and upon acceptance of the work by the Town, in its sole discretion.

V. GUARANTEE

A. To the extent construction or materials are provided in the provision of services hereunder, the Contractor and its subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Town's written acceptance of this project, and agree to repair or replace at no cost or expense to the Town all work, materials and fixtures at any time during said one year period.

B. The Contractor represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such services, the documents shall be stamped by a professional engineer registered in the State of Maine.

VI. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the services shall be secured and paid by the Contractor.

VII. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Contractor fourteen (14) days' notice, and compensating the Contractor equitably to the termination date.

VIII. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (York County). This agreement shall be governed by Maine law.

IX. QUALIFICATIONS

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

X. SUBCONTRACTORS

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

XI. INSURANCE

Except as otherwise provided by this Agreement, Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of Services under this Agreement, at no expense to the Town, the following insurance coverage:

a. General and professional liability insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, naming the Town as an additional insured thereon, to protect Contractor, and any subcontractor performing Services under this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor, or by any subcontractor or anyone directly or indirectly employed by Contractor.

b. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, naming the Town as an additional insured thereon, to protect Contractor, any subcontractor performing work covered by this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor, or by anyone or any subcontractor directly or indirectly employed by Contractor.

c. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, Contractor shall, at its own expense, provide for the protection of its employees not otherwise protected.

XII. INDEMNIFICATION

Contractor shall, to the fullest extent permitted by Maine law, indemnify, defend and hold harmless the Town, its officers and employees, from and against all claims, losses, costs, expenses, damages, and liabilities, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any

negligent act or omission of the Contractor, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Contractor shall further defend, indemnify and hold the Town harmless from any claim or lien of any nature filed against the Town or its property as a result of services performed or materials provided under this Agreement by a subcontractor, supplier or anyone employed by Contractor. In the event such claim or lien is filed against the Town, Contractor shall defend such claim on behalf of the Town by counsel acceptable to the Town or shall otherwise discharge such claim or lien by a means acceptable to the Town. The Town's acceptance hereunder shall not be unreasonably withheld.

XIII. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

The Recreation Director indicated that three bids were received from very professional builders of skateboard parks. Sandy Noel, owner of SPC Construction, Inc., indicated that they are professional builder of skateboard parks and that indeed the three bidders were professional builders. This was a response to a question by Vice Chair Quinn that the company doing this has done skateboard parks in the past. Recently Mrs. Noel indicated they had completed a large one in Syracuse New York. Recreation Director, Jason Webber, expressed thanks to the Public Works staff for all that they had done to make this move forward. The Chair said that he was delighted that finally this is in place as it has been a long time coming.

MOTION: Councilor Tousignant motioned and Councilor Thornton seconded to Approve the Agreement with SPC Construction, Inc., for construction and completion of the Old Orchard Beach Skateboard Park project in the amount of \$62,000 from Account Number 30201-50311 – Recreation Skateboard Expense from Fund 203 - Recreation, with a fund balance of \$86,590.05.

VOTE: Unanimous.

6275 Discussion with Action: Reenact the Emergency Ordinance Establishing a Moratorium on Medical Marijuana Non- Residential Cultivation approved on July 15, 2014 and expiring September 14, 2014 for sixty days, until November 13, 2014.

BACKGROUND:

The Town Council enacted at the July 15, 2014 meeting an Emergency Moratorium Ordinance on Medical Marijuana non-residential production. That moratorium is effective by Town Charter for sixty days, which will expire on September 14, 2014. The Moratorium was enacted out of concern for potential adverse effects on neighborhoods and the Town tourism industry and to allow for consideration of potential ramifications related to public safety and welfare. Because additional time is needed for staff to draft recommendations for changes to the land use ordinances as it relates to medical marijuana production, the Council should consider an Order to Reenact the Moratorium for an additional sixty days, as allowed by Section 410.1 of the Town Charter.

The Chair related the following information to the Council:

The Town Council enacted at the July 15 meeting an emergency moratorium ordinance on medical marijuana non-residential production. That moratorium is effective by Town Charter for sixty days, which will expire on September 14. The moratorium was enacted out of concern for potential adverse effects on neighborhoods and the Town tourism industry and to allow for consideration of potential ramifications related to public safety and welfare. Because additional time is needed for staff to draft recommendations for changes to the land use ordinances as it relates to medical marijuana production the Council should consider an order to re-enact the moratorium for an additional sixty days, as allowed by Section 410.1 of the Town Charter.

Concerns Related to Public Safety and Neighborhood and Community Welfare

Town staff met this month with the state administrator at the Department of Health and Human Services (DHHS) responsible for oversight of the medical marijuana program, as well as an attorney working for DHHS on this program. The purpose of the meeting was to gather information regarding the existing statute, the status of the medical marijuana program around the state, what types of activities are permitted under the program, and what standards the state enforces for various activities. In addition to the meeting with state officials, staff has communicated with legal counsel and with officials in the Town of York, where the adoption of a medical marijuana ordinance is before voters on the November ballot. During the six weeks since the Council enacted the moratorium staff has identified a number of concerns related to the potential effects on public safety and general community welfare related to the commercial cultivation of medical marijuana, including the following:

1. The state statute does not adequately regulate situations where multiple numbers of authorized independent entities at a single location are growing medical marijuana. The statute is directed primarily at situations where medical marijuana is grown in a primary residence for use by a limited number of individuals.
2. The need for regulatory oversight, including local land use regulation, is more acute in circumstances where income generation is a primary focus. The statute is directed to cultivation in primary residences. This reflects a model where cultivation is done primarily as a means to give palliative care to a limited number of individuals rather than a model where cultivation is done as a means to generate substantial income.
3. With the possible exception of dispensaries, the model supported by the statute does not anticipate cultivation of medical marijuana as a commercial operation. The model supported by the statute does not anticipate cultivation of medical marijuana as a business venture. Dispensaries are only allowed as non-profit operations and cultivation in primary residences was anticipated to be limited in scope and for limited numbers of recipients.
4. The model supported by the statute does not anticipate the concentration of production in one facility.
5. Without local land use restrictions there is currently no limit in Old Orchard Beach on how many growers can be housed in one location. The state statute does not restrict the number of independently operating growers that can be housed in a single building.

6. It is not clear how many different patients could be served by each grower/caregiver in a facility. Although state statute language seems to limit the number of patients an authorized grower can supply product for to five, in practice registered caregivers around the state have stretched the limits of the intent to reach more than five individuals. Since there are no definitive limits on the number of growers/caregivers in one location this has implications for the extent of vehicular traffic, parking demand and pedestrian traffic, all of which are currently unregulated in Old Orchard Beach.
7. There are currently no restrictions in Old Orchard Beach regarding in which zones a commercial marijuana growing operation can be located. This includes residential or predominantly residential zones and neighborhoods. Given the many uncertainties and unknowns noted above it is prudent to consider which zones are appropriate for commercial medical marijuana operations, and to make the necessary amendments to the land use ordinance.
8. Concentrating marijuana cultivation of an undefined scale in one location raises concerns with respect to security standards. Security standards are not defined in the state statute except for dispensaries. Therefore it is critical that security standards for commercial marijuana cultivation be addressed in Old Orchard Beach land use regulations.
9. The concentration of multiple marijuana growing operations at one location raises concerns with respect to regulation of odors that are endemic to marijuana cultivation and storage. Regulation of odors should be addressed in Old Orchard Beach land use regulations.
10. Inspection requirements should be defined in Old Orchard Beach land use regulations. The concentration of multiple marijuana growing operations at one location will involve significant infrastructure needs related to electricity, security, fire protection, ventilation and odor control.

Given lack of clarity in state statute with respect to commercial operations, it may be prudent to require applicants seeking approval to operate commercial medical marijuana facilities in Old Orchard Beach to obtain state licensing approvals for the intended use before proceeding to Planning Board review. This requirement would prevent time and financial resources being expended on uses that are ultimately deemed not permitted by state statute.

Next Steps

If the Council votes to re-enact the moratorium on medical marijuana production staff will consult with legal counsel to draft an ordinance addressing medical marijuana production with the goal of bringing it to the Council in the following sixty days.

TOWN OF OLD ORCHARD BEACH EMERGENCY ORDINANCE ESTABLISHING MORATORIUM ON MEDICAL MARIJUANA NON- RESIDENTIAL PRODUCTION

WHEREAS, the cultivation and production of medical marijuana is an authorized, regulated program of the State of Maine; and

WHEREAS, the medical marijuana program in Old Orchard Beach has been limited to cultivation and production in a medical marijuana caregiver's residence or a qualifying patient's primary residence; and

WHEREAS, the Town has received inquiries regarding the establishment of a facility for the cultivation of medical marijuana outside of a primary residence and for the production of edible medical marijuana products; and

WHEREAS, State law specifically authorizes municipalities to regulate cultivation and production of medical marijuana that is outside of a primary caregiver's or registered patient's primary residence as it relates to land use controls and regulations; and

WHEREAS, operations related to the cultivation and production of medical marijuana outside of an authorized primary residence raise a number of concerns related to the public safety and welfare, including, but not limited to, potential adverse effects on neighborhoods, and potential adverse effects on the Town's tourism industry; and

WHEREAS, the Town's existing ordinances do not provide an adequate mechanism to regulate and control medical marijuana non-residential production facilities and are inadequate to prevent the potential for serious public harm from the establishment and operation of medical marijuana non-residential production facilities; and

WHEREAS, the Town needs a reasonable amount of time to study the land use implications of medical marijuana non-residential production facilities and to develop reasonable regulations governing their location and operation; and

WHEREAS, during the period of this Moratorium, the Town will work on developing appropriate land use regulations concerning medical marijuana non-residential production facilities; and

WHEREAS, the Town Council concludes that these circumstances constitute a public emergency within the meaning of Section 410.1 of the Old Orchard Beach Town Charter.

NOW THEREFORE, pursuant to the authority granted to it by 30-A M.R.S. § 4356, be it hereby ordained by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled, as follows:

1. DEFINITIONS.

As used in this Ordinance, the following terms have the following meanings:

“Collective”: as defined in State Administrative Rules (10-144 CMR Chapter 122), § 1.6, “Collective.”

“Dispensary”: as defined in State Administrative Rules (10-144 CMR Chapter 122), § 1.9, “Dispensary.”

“Food Establishment”: as defined in State Administrative Rules (10-144 CMR Chapter 122), § 1.14, “Food Establishment.”

“Marijuana”: as defined in State Administrative Rules (10-144 CMR Chapter 122), § 1.17, “Marijuana.”

“Medical Marijuana”: Marijuana as allowed per the Maine Medical Use of Marijuana Act.

“Medical Marijuana Caregiver”: as defined in State Administrative Rules (10-144 CMR Chapter 122), § 1.31, “Primary Caregiver.”

“Medical Marijuana Non-Residential Production”: Cultivating, processing, and/or storing of medical marijuana by a medical marijuana caregiver at a location which is not the medical marijuana caregiver's primary year-round residence or their patient's primary year-round residence.

“Registered Patient”: as defined in State Administrative Rules (10-144 CMR Chapter 122), § 1.34, “Registered Patient.”

2. ESTABLISHMENT AND OPERATION OF MEDICAL MARIJUANA NON-RESIDENTIAL PRODUCTION PROHIBITED.

During the time this Ordinance is in effect, no person shall establish or operate a business or operation for medical marijuana non-residential production, including but not limited to a collective, dispensary or food establishment.

3. APPLICATIONS NOT TO BE ACCEPTED OR ACTED UPON.

During the time this Ordinance is in effect, no official, officer, board, body, agency, agent or employee of the Town of Old Orchard Beach shall accept, process or act upon any application for any approval relating to the establishment or operation of business or operation for medical marijuana non-residential production.

4. ENFORCEMENT, VIOLATION AND PENALTIES.

This Ordinance shall be enforced by the Code Enforcement Officer of the Town of Old Orchard Beach. Any person who violates Section 2 of this ordinance shall be subject to civil penalties and other remedies as provided in 30-A M.R.S.A. § 4452.

5. EFFECTIVE DATE.

This Ordinance takes effect immediately upon adoption and shall expire on the 61st day thereafter, unless earlier extended, repealed or modified by the Old Orchard Beach Town Council.

6. APPLICABILITY.

Notwithstanding the provisions of 1 M.R.S.A. § 302, this Ordinance shall apply to any proposal to establish or operate a business or operation for medical marijuana non-residential production, whether or not an application or a proceeding to establish or operate a business or operation for medical marijuana non-residential production would be deemed a pending proceeding under 1 M.R.S.A. § 302.

7. SEVERABILITY.

Should any section or provision of this Ordinance be declared by any court to be invalid, such a decision shall not invalidate any other section or provision.

MOTION: Councilor Tousignant motioned and Councilor Thornton seconded to Reenact the Emergency Ordinance Establishing a Moratorium on Medical Marijuana Non-Residential Cultivation approved on July 15, 2014 and expiring September 14, 2014 for sixty days, until November 13, 2014.

VOTE: Unanimous.

6276 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:

This item has gone to a Public Hearing and is before the Council evening as a business item for approval. Councilor Tousignant has brought this forward to the Council.

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 ~~striketrough~~ 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.

MOTION: Councilor Thornton motioned and Councilor Blow seconded 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.

6277 Discussion with Action: Approve the Special Event Permit application for The Pier Entertainment Complex to hold the Old Orchard Beach Bikefest on Saturday, September 6th, 2014, from 10 a.m. to 1 a.m. in the Square. Request to close the Square to motorcycles only, leaving the emergency vehicle parking spaces open.

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

VOTE: Unanimous.

6278 Discussion with Action: Appoint David Huntington as Warden; and Carl D'Agostino and Warren "Todd" Bassett as Deputy Wardens, terms to expires September 2, 2015.

MOTION: Vice Chair Quinn motioned and Councilor Blow seconded to Appoint David Huntington as Warden; and Carl D'Agostino and Warren "Todd" Bassett as Deputy Wardens, terms to expires September 2, 2015.

VOTE: Unanimous.

6279 Discussion with Action: Amend the Special Event Permit for the New England Parkinson's Ride on Saturday, September 6, 2014 from 7:30 a.m. to 5:00 p.m., that was approved on October 1, 2013, changing the route to begin and end at the Ballpark; and beer and wine to be served by Jimmy the Greek.

MOTION: Discussion with Action: Councilor Tousignant motioned and Councilor Pastor seconded to Amend the Special Event Permit for the New England Parkinson's Ride on Saturday, September 6, 2014 from 7:30 a.m. to 5:00 p.m., that was approved on October 1, 2013, changing the route to begin and end at the Ballpark; and beer and wine to be served by Jimmy the Greek.

VOTE: Unanimous.

GOOD AND WELFARE:

RICKIE LETOWT: She said she was thrilled that finally there was a four way stop on Walnut Street but indicated they are not stopping and the squealing tires as they speed away. She hoped the Council would look a readdressing the changes for the Rotary by the 711. She also suggested an interchange project in the square area of West Grand and East Grand Avenue making it more organized for both traffic and tourists.

JEROME BEGART: He encouraged support of the Parkinson's Race this coming weekend. It is a disease that has faced many families including his and it is a great effort to raise money for a good cause. He also asked about the disposal of town computers suggesting that the Ballpark certainly could use one. He also indicated that the MMA fight recently scheduled at the Ballpark was a great success.

GUY FONTAIN: He reported on the MMA fight program recently at the Ballpark and spoke about how smooth an operation it was and also to the professionalism and the friendliness of the group itself. Although the attendance was less than what they had hoped for, he believed that another year would be much better and attract a larger audience. He said the time at the Pier also was well received.

COUNCILOR TOUSIGNANT: He mentioned that he has asked the Chair for a Workshop on Wednesday, October 8, 2014 at 6:30 to discuss possible paid overnight parking opportunities at Milliken Street Parking Lot.

CHAIR O'NEILL: He asked for recommendations for dedication of the Annual Report.

ADJOURNMENT:

MOTION: Councilor Tousignant motioned and Councilor Thornton seconded to Adjourn the Town Council Meeting at 7:45 p.m.

VOTE: Unanimous.

Respectfully Submitted,

**V. Louise Reid
Town Council Secretary**

I, V. Louise Reid, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of fifteen (15) pages is a copy of the original Minutes of the Town Council Meeting of September 2, 2104.

V. Louise Reid