

**TOWN OF OLD ORCHARD BEACH  
TOWN COUNCIL MEETING  
Tuesday, June 2, 2015  
TOWN HALL CHAMBERS  
7:00 p.m.**

**A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, June 2, 2015. Vice Chair Thornton opened the meeting at 7:02 p.m.**

**The following were in attendance:**

**Vice Chair Joseph Thornton  
Councilor Kenneth Blow  
Councilor Jay Kelley  
Councilor Michael Tousignant  
Town Manager Larry Mead  
Assistant Town Manager V. Louise Reid  
Human Resource Director Tammy Lambert**

**Absent: Chair Shawn O'Neill**

**Pledge to the Flag  
Roll Call**

**ACKNOWLEDGEMENTS:**

**COUNCILOR TOUSIGNANT:** Special thanks and appreciation to Town Clerk, Kim McLaughlin, for the excellent job she does putting together the Memorial Day parade. The weather and the crowds made it a great day and we thank all those who participated in this important Town event. We also extend our condolence to Don Erickson of Old Orchard Beach in the passing of his sister Arlene LeBreton who died on May 28<sup>th</sup>. She was the Deputy Town Clerk under Maureen O'Leary from 1993 to 1998.

**ASSISTANT TOWN MANAGER:** I would like personally to thank Beverly Russell who is in the audience this evening. Beverly has served as a member and chair of the Community Animal Watch for the last three or more years. I have seen the care and attention that she has provided to seniors and their animals; driving them to the vet's office; driving around to look for lost pets and finding so many of them; having events and raising money for the Community Animal Watch; spending hours and efforts, sometimes at her own detriment to her health; but never giving up in the care and love provided to animals of all sizes and shapes. Beverly, as well as so many others, were burned out of their homes last January and this week she has moved to Saco which necessitated her resigning her position as chair. She will still continue to be the strong force for animal issues and continue her one

on one connection to individuals needing assistance with their animals. No amount of praise could possibly support the hours of energy and commitment she has provided to our community. The Committee will elect a new chair and continue to address all the needs of animals and their owners. Beverly may now be a Saco resident but she still has an Old Orchard Beach heart. I would ask us to give her a hand of applause; small reward for all that she has done.

**TOWN MANAGER:** As you know we have since January been concerned and attentive to the residents of School Street who were burned out of their apartments. This past weekend we were able to move them back into their homes. There are many that we need to thank and hoping not to miss anyone there are some that have spent enormous time and energy addressing the needs and concerns of these folks: Pat Brown, Libby Blackman and Linda Barnett have spent hours helping prepare the apartments for the return of the residents; Helen Whittaker as chair of the Community Watch group, Barbara Ultsch, Colonels Lynda and Tim Raines, Major Bill Jones, Officer Will Watson, and Lt. Tim DeLuca who drove the bus, and many whom we did not know their names, have been supportive. We thank Alpha management for their willingness to work with us and also thank King Weinstein and his staff for taking care of our residents during their stay at their properties. Needless to say enormous thanks goes to Laurie Lord, our General Assistance Director for the hours she has put in addressed issues and needs. We would thank the Fire Department Call Force and members of the Police Recruits (including Chief Plummer and Lt. DeLuca) for their assistance in the moves. Special thanks to Rocco's Pizza for their generous donation to the Police Recruits. We would also like to thank Michelle Trahan for providing laundromat services for the residents. He also thanks members of ALPHA for their support in getting this day to come to fruition. I am sure I have missed some – only by accident, but it has been a joint community effort. We have a wonderful Town and we should be very proud of how we care for our own.

**ACCEPTANCE OF MINUTES:**

Town Council Minutes of May 19, 2015; Town Council Workshop Minutes of May 13, 2015; Town Council Workshop Minutes of May 21, 2015; and Administrative Review Board Minutes of May 14, 2015.

**MOTION:** Councilor Tousignant motioned and Councilor Blow seconded to Accept the Minutes as read.

**VOTE:** Unanimous.

**PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:**

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

Eleanor & Murray Hoffman (202-1-10), 195 East Grand Avenue, #1, one seasonal rental; Good Shepherd Parish dba/Good Shepherd Parish Parking Lot (206-30-1X), 6 Saco Avenue, Parking Lot – Council granted a license on April 7<sup>th</sup> to park motorized vehicles up to ten days maximum for a fee; asking now to operate as a regular parking lot with no number of day limits; Lori & Pam Landine (206-40-1), 2 Cottage Avenue, one year round rental; Michael & Karen Cormier (301-3-1-111), 189 East Grand Avenue, Unit 111, one year round rental; AMS Brown Street Apartments LLC dba/Atlantic Ocean Suites (305-1-2), 4-6 Brown Street, one year round rental; Mikhele Kuntz & John Gaudet dba/OOB House of Pizza (309-1-5), 23 Washington Avenue, Victualers with preparation, with no alcohol sales; 7847068 CDA Inc. (319-5-3), 15 Tunis Avenue, one seasonal rental; Christopher J. Crowley, Frances Tobin & Dorothy Fleming (321-13-1), 25 Oceana Avenue, one seasonal rental; and Kim & Tom Morgan (321-13-2), 16 Clover Street, one year round rental.

**CHAIR:** I close this Public Hearing at 7:13 p.m.

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

**VOTE:** Unanimous.

#### **TOWN MANAGER'S REPORT:**

The Town Manager reported that he had worked on changes to the Ballpark agreement for the Old Orchard Beach Surge. Worked prior to Memorial Day with members of the Memorial Park Committee on flowers, planting and park preparations. Met with the Code Enforcement Officer and a local business on a proposal for J-1 housing. Met with the Code Officer who is doing J-1 inspections to discuss potential ordinance changes that would apply to J-1 student housing in 2016. Participated in the 2015 J-1 student providers meeting with employers, sponsors, and housing providers. With Councilor Blow and Planning Board Member, Mike Fortunato, attended a one day workshop on urban planning and town revitalization. Worked on preparations for the interview process for DPW Director. Worked with the DEP on permitting downtown trash operations for this summer season. As it relates to beach cleaning and beach trash receptacle placement we continue to work around the piping plover presence. We have seven pairs of nesting plovers, all between the Scarborough line and the Pier. A reminder to vote next Tuesday. The School budget and the proposal to purchase a ladder truck for the Fire Department are on the ballot.

# 6432 Discussion with Action: Accept the resignation, with regret, of James Harmon from the Biddeford Saco Old Orchard Beach Transit Committee; and Appoint Kim Verreault to the Biddeford Saco Old Orchard Beach Transit; and Accept the resignation, with regret, of Beverly Russell from the Community Animal Watch Committee; and appoint Carol Twomey as a regular member,

term to expire 12/31/2015; and Michelle Geyer as an alternate member, term to expire 12/31/2015.

**MOTION:** Councilor Kelley motioned and Councilor Blow to Accept the resignation, with regret, of James Harmon from the Biddeford Saco Old Orchard Beach Transit Committee; and Appoint Kim Verreault to the Biddeford Saco Old Orchard Beach Transit; and Accept the resignation, with regret, of Beverly Russell from the Community Animal Watch Committee; and appoint Carol Twomey as a regular member, term to expire 12/31/2015; and Michelle Geyer as an alternate member, term to expire 12/31/2015.

**VOTE:** Unanimous.

**ASSISTANT TOWN MANAGER:**

Last Town Council meeting we expressed our appreciation to Bud Harmon as he retired after seventeen years as Director of the Chamber of Commerce. This evening we welcome to that position an individual that many of us have known for a very long time and are thrilled that she will be assuming this position. Kim Verreault is well known to this community and has been a member of the Chamber of Commerce for many years. Kim earned a Bachelor's degree from Arizona State and a Master's Degree in Education from the University of Southern Maine. Upon graduating she began an eight year stint teaching middle school in the culturally diverse Portland Public School System. During this time and over the course of nineteen years, she and her husband owned and operated several seasonal and year-round hospitality properties in OOB. Kim's entrepreneurial spirit and passion for tourism began as a child while being involved in all aspects of her parents OOB family campground business. She had a ten year term on the Board of Directors of the OOB Chamber of commerce, where I first knew her as a member of the Board myself. She was particularly active in fundraising events and the beginning stages of responding to the needs of the J1 Foreign Workforce program. Most recently Kim returned to her educational roots having accepted a spring semester position at Southern Maine Community College as an adjunct Instructor teaching hospitality and lodging courses. It is my pleasure to welcome Kim in her new position and introduce her to the Town Council.

**# 6433 Discussion with Action:** Accept the bid from McLaughlin Builders in the amount of \$251,399 for the Painting and Repairs Project at Town Hall from Account Number 51002-50842 - Town Hall Improvements – CIP, with a recommended balance of \$304,979.77, subject to final approval of the FY2016 budget; and a line item transfer in the amount of \$20,000 from Account Number 51002-50855 – CIP Train Station Boiler, with a balance of \$20,000 to Account Number 51002-50842 - Town Hall Improvements - CIP; and a line item transfer of \$7,000 from Account Number 20102-50450 - Town Hall Building Repair/Maintenance Expense to Account Number 51002-50842 - Town Hall Improvements – CIP; and Authorize the Town Manager to enter into a Contract Agreement with McLaughlin Builders.

**BACKGROUND:**

**TOWN OF OLD ORCHARD BEACH  
Memorandum**

**May 29, 2015**

**TO: Members of the Town Council  
FROM: Larry Mead, Town Manager**

**RE: CONTRACT FOR TOWN HALL SIDING/WINDOWS REPLACEMENT**

The Town received three bids for replacement of the siding and windows at Town Hall. Bid information and summary sheet is attached with the Council meeting packet.

The low bid was submitted by McLaughlin Builders, located in Medway, Maine. The Town's engineering consultant, Dan Pratt of Wright-Pierce Engineering, checked references for the company, and spoke with McLaughlin to confirm their commitment to the submitted bid of \$251,399. I recommend accepting the bid.

The RFP had four bid categories. McLaughlin was low bid for each. The first was a lump sum for installation and supplying of material for siding and windows replacement. The RFP also included three bid items that were priced on a per unit foot basis for replacement of damaged plywood/sheathing, replacement of damaged wood trim, and repainting of replacement wood trim. This approach was taken because of the inability to ascertain in advance what the extent of wood rot may be.

Because of the potential for significant areas of wood rot it is likely that the final cost will exceed the total bid price of \$251,349. For this reason I am asking the Council to appropriate a total of \$331,979 for the project, as follows:

Existing CIP account 51002-50842:	\$ 184,979
Transfer from CIP train station boiler Account 51002-50855	\$ 20,000
Transfer from Town Hall operating Account 20102-50450	<u>\$ 7,000</u>
Subtotal existing funds	\$ 211,979
 FY16 CIP Building reserve	 <u>\$ 120,000</u>
 <b>TOTAL</b>	 <b>\$ 331,979</b>

Under the terms of the RFP work cannot begin until after July 1 at which time the account would be fully funded with the addition of the FY16 appropriation to account.

**BACKGROUND:** The Administration went out with an RFP to twelve businesses recommended by Wright Pierce; also posted on our web site; the MMA web site; and advertised in the Portland Press.

**Request for Proposal – Town Hall Window & Siding Replacement**

The Town of Old Orchard Beach is accepting bids for the Town Hall Window and Siding Replacement. To be a responsive Bidder, the Contractor shall have obtained at least one set of paper plans and specifications from the Town of Old Orchard Beach (Office of the Assistant Town Manager.) Bids must be received by the Town Manager’s Office, 1 Portland Avenue, Old Orchard Beach by 2:00 p.m. on Tuesday, May 5, 2015. Information on the Town’s website – [www.oobmaine.com](http://www.oobmaine.com)

The following responded to the RFP:

Bids for the Town Hall Siding and Windows:

Opened – Tuesday, May 12, 2015 3:00 p.m.

Attending:

Larry Mead, Town Manager

V. Louise Reid – Assistant Town Manager

Tina Starr – TBUCK Construction [tina@tbuckcon.net](mailto:tina@tbuckcon.net)

Brock Starbird – Gordon Contracting

[gordoncontracting.brock@gmail.com](mailto:gordoncontracting.brock@gmail.com)

**GORDON CONTRACTING INC. – Sangerville, ME**

**Bid Bond**

1	Lump Sum	\$498,789.00
2	Replace Damaged Plywood/Sheathing	\$3.24 square ft. - \$1,296
3	Replace Damaged Wood Trim	\$7.99 linear ft. - \$799
4	Repaint area of wood trim	\$3.99 square ft. - \$399
5	Total Bid	\$501,283.00

**TBUCK CONSTRUCTION – Auburn, ME**

**Bid Bond**

1	Lump Sum	\$370,412.00
2	Replace Damaged Plywood/Sheathing	\$5.00 square ft. - \$2,000
3	Replace Damaged Wood Trim	\$10.00 linear ft - \$1,000
4	Repaint area of wood trim	\$10.00 square ft. - \$1,000
5	Total Bid	\$375,412.00

**MCLAUGHLIN BULDERS – Medway, ME**

**Bid Bond**

1	Lump Sum	\$249,399.00
2	Replace Damaged Plywood/Sheathing	\$2.50 square ft. - \$ 1,000

6 Town Council Minutes of 6 2 15

<b>3</b>	<b>Replace Damaged Wood Trim</b>	<b>\$5.50 linear ft. -</b>	<b>\$550</b>
<b>4</b>	<b>Repaint area of wood trim</b>	<b>\$4.00 square ft. -</b>	<b>\$400</b>
<b>5</b>	<b>Total Bid</b>		<b>\$251,349.00</b>

**The Administration is recommending awarding the bid to McLaughlin Builders.**

**Below is the Memo from Wright Pierce and the Contract:**



Water  
Wastewater  
Infrastructure

W-P Project No. 12950  
May 26, 2015

Rick S. McLaughlin  
McLaughlin Builders  
30 Powersville Road  
Medway, Maine 04460

Subject: Contract for the Old Orchard Beach Town Hall  
Replacement of Windows and Siding Project

Dear Rick:

Attached are three copies of the Contract to be executed for the Replacement of the Windows and Siding at the Old Orchard Beach Town Hall. Please sign all three and send them to Larry Mead, Town Manager, Town of Old Orchard Beach, One Portland Ave, Old Orchard Beach, Maine 04064. The Town will execute the contract and return one signed copy to you. If you require additional original copies for your use, simply provide them for the Town's signature.

Additionally please provide the Town with originals of the specified Payment Bond, Performance Bond and certificates of insurance. The certificates of insurance should include both the Town and Wright-Pierce as additional insured entities. The originals should be mailed directly to the Town, with copies sent to me at Wright-Pierce 99 Main Street Topsham, Maine 04086.

Work on site for this project cannot start until July 6, but you may start the product submittals and provide a project schedule any time after receiving the signed contract from the Town. Submittals can either be hard copies mailed to me at Wright-Pierce or emailed to me as PDF's at [dan.pratt@wright-pierce.com](mailto:dan.pratt@wright-pierce.com). Please organize the submittals per specification section to facilitate their review and tracking.



Mr. Rick S. McLaughlin  
May 26, 2015  
Page 2



Feel free to call me at 207 798-3706 if you have any questions. I look forward to working with you on this project.

Very truly yours,

WRIGHT-PIERCE

A handwritten signature in black ink, appearing to read "Daniel I. Pratt", written over a light blue circular stamp.

Daniel I. Pratt, P.E.  
Senior Project Manager

cc: Larry Mead, Town Manager  
Louise Reid, Assistant Town Manager  
Diana Asanza, Finance Director

CONTRACT

TOWN HALL REPLACEMENT OF WINDOWS AND SIDING

THIS AGREEMENT, made this 26 day of May, 2015, by and between Town of Old Orchard Beach, hereinafter referred to as the OWNER, and McLaughlin Builders, hereinafter referred to as the CONTRACTOR:

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

1. The Contractor shall furnish all of the materials and supplies, equipment, and labor and other services necessary in conformance with these contract documents for the construction and completion of the project, described in general as follows:

The work involves the replacement of the windows, replacement of the siding, exterior repairs, exterior painting and other work indicated on the drawings and in these specifications at the Old Orchard Beach Town Hall.

2. COMPLETION OF WORK. The Contractor shall commence and complete the work between July 6<sup>th</sup> – October 16, 2015. Final Construction schedule shall be submitted to the Town for review and approval.
3. CONTRACT SUM. The Owner shall pay the Contractor for the performance of said work, as noted in the Bid Form, Two Hundred Fifty-One Thousand, Three Hundred Forty-Nine Dollars (\$251,349) for bid items 1 through 4 inclusive.
4. Construction Contract Documents include:
  - a) Invitation to Bid
  - b) Bid Proposal
  - c) Contract
  - d) Specification Section 00610 – Performance Bond
  - e) Specification Section 00620 – Payment Bond
  - f) Specification Section 06100 – Rough Carpentry
  - g) Specification Section 06500 – PVC Trim
  - h) Specification Section 07461 – Vinyl Siding
  - i) Specification Section 08535 – PVC Windows
  - j) Specifications Section 09900 - Painting
  - k) Drawing A-1 Exterior Elevations
  - l) Drawing A-2 Notes and Details

12950B



m) Drawing A-3 Windows and Details

5. The Owner will pay the Contractor as follows:

A maximum of five progress payment requests will be allowed by the Owner. The Payment request shall cover all work completed at the time of the request including materials installed. The Owner will pay the Contractor within twenty (20) days after receiving a payment request that is acceptable to both the Owner and the Contractor.

The Owner will withhold 10% of each payment request as retainage until the work is complete. When the Work has been 50 percent completed as determined by OWNER, and if the character and progress of the Work have been satisfactory to OWNER, the Owner at their discretion may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed. In which case the remaining progress payments will be in an amount equal to 100 percent of the Work completed to date less the aggregate of payments previously made; and the retainage previously withheld.

The Owner may request that the Contractor shall furnish, prior to final payment, evidence that all claims for labor, materials, and any other outstanding indebtedness in connection with this Contract have been paid in full. No retainage will be held specifically for the one (1) year warranty period, which begins at the granting of substantial completion by Owner to the Contractor.

6. The Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall be responsible to see that the completed work complies accurately with the Contract Documents.
7. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for meeting Federal (OSHA) and State safety requirements. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All persons on the work site or who may be affected by the work; all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

The Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them

12950B

from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

8. In the event the Owner is dissatisfied with the progress or competency in the performance of the work in accordance with the schedule for completion of the various aspects of construction, the Owner shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within two days after the written notice is received by the Contractor, the Owner shall have the right to take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to deduct from payment or collect from the Contractor any expenses in completing the work.
9. The Contractor guarantees all material and equipment furnished and all work performed for a period of one (1) year from the date of substantial completion of the contract. The Contractor guarantees that the project is free from defects due to faulty materials or workmanship and the Contractor shall make the necessary corrections to correct these defects. Substantial Completion shall be the date the Owner accepts the work.
10. The Contractor agrees to pay all claims for labor, materials, services and supplies, and agrees to allow no such changes to be fixed on the property of the Owner.
11. The Contractor agrees to comply with all laws, rules and regulations that apply to the work.
12. The actual performance of the work and supervision shall be performed by the Contractor, but the Owner shall have access to the premises for the purpose of observing or inspecting the work performed by the Contractor.
13. It is fully understood and agreed that none of the requirements of this contract shall be considered as waived unless changes are made in writing and then only by the persons executing this contract.
14. The Contractor agrees not to sublet or assign any portion of this work without the written consent of the Owner.
15. The Contractor shall have full responsibility under this Contract for any subcontracts which the Contractor may let.
16. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, and the Engineer from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature, and description brought or recovered against them including attorney's fees, by reasons of any act or omission of the said Contractor, its agents, or employees, in the execution of the work or in guarding the same. Nothing herein shall, nor is

12950B

intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

17. Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work all equipment, temporary structures, waste materials and rubbish resulting from its daily operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Owner at the expense of the Contractor.
18. 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 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, to protect Contractor, 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, 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.
  - d. All such insurance policies shall name TOWN as an additional insured, except that for purposes of workers' compensation and professional liability insurance, Contractor and its subcontractors instead may provide a written waiver of subrogation rights against TOWN. Contractor, prior to commencement of services under this Agreement, and any of its subcontractors, prior to commencement of services under any subcontract, shall deliver to TOWN certificates satisfactory to TOWN evidencing such insurance coverage.

12950B

19. The Contractor shall submit a minimum of three copies of shops drawings for each product or material for the Owner to review. All deviations from the specification shall be listed with an explanation justifying each deviation.
20. This contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
21. Owner will be responsible for obtaining local building permits and for any fees required for the permit.
22. Owner shall be responsible for all inspections by local authorities if required.
23. Contractor shall coordinate his work with the work being done by others at the site.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

CONTRACTOR:

OWNER:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)

(Seal)

END OF SECTION

12950B

**MOTION:** Councilor Kelley motioned and Councilor Blow seconded to Accept the bid from McLaughlin Builders in the amount of \$251,399 for the Painting and Repairs Project at Town Hall from Account Number 51002-50842 - Town Hall Improvements – CIP, with a recommended balance of \$304,979.77, subject to final approval of the FY2016 budget; and a line item transfer in the amount of \$20,000 from Account Number 51002-50855 – CIP Train Station Boiler, with a balance of \$20,000 to Account Number 51002-50842 - Town Hall Improvements - CIP; and a line item transfer of \$7,000 from Account Number 20102-50450 - Town Hall Building Repair/ Maintenance Expense to Account Number 51002-50842 - Town Hall Improvements – CIP; and Authorize the Town Manager to enter into a Contract Agreement with McLaughlin Builders.

**VOTE:** Unanimous.

**# 6434 Discussion with Action:** Approve the contract with the Old Orchard Beach Surge, Inc., for use of the Ballpark for the 2015 season.

**BACKGROUND:**

**TOWN OF OLD ORCHARD BEACH  
Memorandum**

May 29, 2015

TO: Members of the Town Council  
FROM: Larry Mead, Town Manager

**RE: AGREEMENT WITH OLD ORCHARD BEACH SURGE, INC FOR BALLPARK USE**

This agenda item would approve an agreement to host professional baseball at The Ballpark for the 2015 baseball season. The Town previously had a contract with Niagara Professional Baseball Group for the 2015 season. Niagara was unable to sustain the proposed 6 team league. As a result the league has been restructured with four teams. Niagara is no longer involved with the Old Orchard team or the league, which has been renamed the North Country Baseball League.

The new league is managed and funded by Bruce Zicari, owner of the Watertown baseball team. Zicari is a well-established businessman who has deep roots in the Northern New York region. Zicari has committed to operating all four teams in the 2015 season. His intent is to seek new owners for the Old Orchard Beach team for the 2016 season.

Under the terms of the agreement the user fee for the 2015 season is \$10,715, payable upon execution of the agreement. The Town has previously been paid \$10,000 for the 2015 season under the prior agreement with Niagara. The new agreement includes an option for the 2016 and 2017 season if both the Town and the Surge agree to terms.



The first home game of the OOB Surge coincides with the Council meeting on June 2 and the team is paying an individual game fee for that date.

The contract has been reviewed by Town legal counsel. The Ballpark Commission is scheduled to meet June 1 to consider approval of the new agreement.

The Town Manager introduced Bruce Zicari, owner of the SURGE, and welcomed him to our community. Mr. Zicari responded by saying how excited they all were for a great summer and that the team and the managers have given a great deal to their commitment to making this a winning team.

**MOTION:** Councilor Tousignant motioned and Councilor Kelley seconded to Approve the contract with the Old Orchard Beach Surge, Inc., for use of the Ballpark for the 2015 season.

**VOTE:** Unanimous.

# 6435 Discussion with Action: Accept the bid in the amount of \$30,940 from Jason Nedeau Builders for the 12 foot by 12 foot addition plus a 16 foot by 32 foot elevated platform to the Police Department to be used as a Kennel from Account Number 31143-50891 – New Police Station, with a balance of \$45,375.90.

**BACKGROUND:**

The Police Department went out for an RFP for a 12 foot addition to the Police Department to be used as a Kennel. It also contains a 16 foot by 32 foot deck inside the garage. It was advertised in the local paper, on the town's web site; and on the MMA website; and sent to a number of companies. Only one bid was received from Jason Nedeau Builders in the amount of \$30,940 and the Police Chief is requesting approval for the building of this addition to the Police Department.

**TOWN OF OLD ORCHARD BEACH**

**Request for Proposal – Police Station – 12' x 12' Addition**

The Town of Old Orchard Beach is soliciting bids to build a 12 foot by 12 foot addition to an existing structure on a cement slab that is already completed, with a 16 foot by 32 foot elevated platform that will provide storage capacity that will be up off the ground. The construction will take place at the Town of Old Orchard Beach Police Department with offices located at 16 E. Emerson Cummings Blvd., Old Orchard Beach, Maine 04064.

Proposals are due to the Town of Old Orchard Beach Police Department no later than 1:00 p.m. on Wednesday, May 20, 2015. Proposals should be in a sealed envelope, plainly marked – “RFP – Old Orchard Beach Police Station Addition” and mailed to:

**Chief Dana Kelley  
Town of Old Orchard Beach Police Department  
16 E. Emerson Cummings Blvd.  
Old Orchard Beach, Maine 04064**

**Questions can be referred to  
Deputy Chief Keith Babin  
207-937-5802**

**The RFP can be viewed on our town website:  
[www.oobmaine.com](http://www.oobmaine.com)**

**Paul Provencher Builders  
134 Flag Pond Road  
Sao, Maine 04072**

**Faulkner Building Company  
119 Clarks Mills Road  
Dayton, Maine 04005**

**Design Dwellings  
166 Narragansett Street  
Gorham, Maine 04038**

**P&G Building Systems  
Post Office Box 622  
38 Golden Oaks Drive  
Salem, NH 03079**

**Fortin Construction, Inc.  
35 Markarlynn Street  
Auburn, Maine 04210**

**Dirigo Architectural  
128 Hammond Street  
Suite 1  
Bangor, Maine 04401**

**Great Falls Construction  
20 Mechanic Street  
Gorham, Maine 04038**

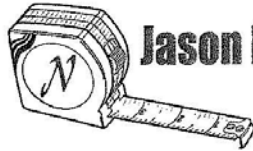
**Patco Construction Company  
1293 Main Street  
Sanford, Maine 04073  
Benchmark  
34 Thomas Drive  
Westbrook, Maine 04092**

**P.M. Construction Co.  
19 Industrial Park Road  
Saco, Maine 04072**

**Snow Construction, Inc.  
75 Bishop Street  
Post Office Box 1795  
Portland, Maine 04104**

**Glaude's Construction  
705 Portland Road  
Saco, Maine 04072**

**Creative Concept Building LLC  
1250 Forest Avenue  
Portland, Maine 04103**



## **Jason Nedeau Builders**

*Quality Nailed Down*

1290 Alfred Road ❖ Arundel ❖ Maine ❖ 04046 ❖ Phone: 207-590-5800

### **Demolition and Prep**

Remove the existing metal siding to allow for connection of the new structure and the installation of a new entry door.

### **Framing**

Frame a new addition per the discussion with chief Kelley. All new framing will be built to local building codes.

### **Roofing**

New metal roofing will match the existing garage roofing.

### **Exterior doors**

One exterior door will be in the new addition, the other will be installed between the new addition and the existing garage.

### **Exterior trim and siding**

The exterior trim and siding will match the existing garage trim and siding.

### **Plumbing**

The drawing included; a central floor drain, One sink for washing animals and a separate sink for washing hands, A stackable washer and dryer hook-up, A hot water heater, and a silcock for hoses.

### **Heating**

A Fujitsu wall hung unit has been figured to provide heat for the addition only. The unit is the smallest unit provided for the space being added.

### **Insulation**

The addition will be heated and have running water so all walls and ceiling will be insulated.

### **Interior**

The interior will consist of one small closet to conceal the wall hung furnace and provide storage. All the walls and ceiling will be paint grade plywood.



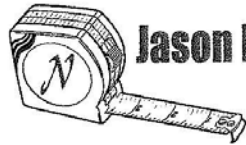
**Jason Nedeau Builders**

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Old Orchard Police Department  
Kennel Addition

DESCRIPTION	MATERIALS	LABOR	TOTAL
Demolition and prep for framing	\$100.00	\$400.00	\$500.00
Framing	\$2700.00	\$3000.00	\$5700.00
Roofing	\$1140.00	\$1200.00	\$2340.00
Exterior doors ( 2 Doors )	\$1300.00	\$300.00	\$1600.00
Exterior trim / Siding	\$1050.00	\$1800.00	\$2850.00
Plumbing			
per chief Kelley drawings			\$3500.00
Heating			
Fujitsu 110k wall hung unit			\$3750.00
Insulation	\$700.00	\$1100.00	\$1800.00
Interior	\$800.00	\$900.00	\$1700.00
TOTAL			\$23,740.00



## Jason Nedeau Builders

*Quality Nailed Down*

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### Old Orchard Police Department Storage Addition

DESCRIPTION	MATERIALS	LABOR	TOTAL
Construction of two 14'x16' balcony's for storage with railings.	\$4,000.00	\$3200.00	\$7200.00
TOTAL			\$7200.00

#### **Storage**

Construct two 14'x16' balcony's inside of the existing garage to be used for police storage. The balcony's will be have plywood for a sub-floor, particle board to cover the insulation on the walls, and a railing around the perimeter for safety. A single pull down staircase will be installed for access to the storage balcony. All new construction will be done to local building codes.

**CHIEF KELLEY:** The Chief explained that the current facility which is the Portland Avenue kennel costs around \$6,000 to operate annually. The building is old and in need of repair. It is not air conditioned and is heated by a monitor heater, which in his opinion, is not efficient. The building is isolated and if something were to happen there, it might go unnoticed for some time. The new kennel, which will be funded by remaining funds in the Police Department bond, and not new tax dollars, would have air conditioning and adequate heat and water. It would be much smaller and more efficient; costing much less to operate than the \$6,000 we currently spend at the Portland Avenue facility. It will have a fenced enclosure with a cement pad for animals to go out into, a dog wash basin, sink, hot and cold water, washer and drying for washing bedding and towels, four by four enclosures for dogs and three enclosures for cats, and most importantly, adequate heat and air-conditioning. The building will be adequately insulated, which should alleviate some of your concern regarding noise, sirens, etc. Typically sirens are not used until vehicles are out onto Saco Avenue or E. Emerson Cummings anyway, so he did not really think this noise from sirens was an issue. It is important to remember that this holding facility is only for a few hours. Most communities take impounded animals directly to a shelter. We are fortunate to be able to offer the convenience of picking up your pet here, and avoiding the fee charged by Kennebunk for holding the pet. The platform has nothing to do with the kennel; it is for storage inside the garage.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to Accept the bid in the amount of \$30,940 from Jason Nedeau Builders for the 12 foot by 12 foot addition plus a 16 foot by 32 foot elevated platform to the Police Department to be used as a Kennel from Account Number 31143-50891 – New Police Station, with a balance of \$45,375.90.

**VOTE:** Unanimous.

# 6436      **AGENDA ITEM:** Discussion with Action: Approve the Liquor License Renewal for Portland Avenue Associates dba/Grand Beach Inn (202-3-5), m-s-v in a Hotel-Optional Food.

**MOTION:** Councilor Kelley motioned and Councilor Blow seconded to Approve the Liquor License Renewal.

**VOTE:** Unanimous.

# 6437      **Discussion with Action:** Per Section 410.1 of the Town Charter, Enactment of Emergency Amendment to the Code of Ordinances, Section 54-187 – Restrictions and Prohibitions, Subsection (a), Seavey Street.

**TOWN OF OLD ORCHARD BEACH  
EMERGENCY ORDINANCE AMENDMENT  
AMENDING PARKING ON SEAVEY STREET**

Whereas, the Town has on-street parking ordinance standards that restrict and prohibit motor vehicle parking on streets throughout town; and

Whereas, parking shall be allowed on the left side of Seavey Street; and

Whereas, the Maine Department of Environmental Protection has restricted the use of the area behind the Comfort Station on West Grand Avenue for collection of downtown trash barrels; and

Whereas, due to the restriction, the vehicle used for trash bag collection must be located in the downtown area in a different location; and

Whereas, Seavey Street is located in the downtown area, and parking is allowed on the left side of the street; and

Whereas, there are available parking spaces within 53 feet of the intersection of Imperial Street, allowing for a no-parking zone, as required by ordinance, within 20 feet of the intersection; and

Whereas, the Town Council concludes that this constitutes a public emergency within the meaning of Section 410.1 of the Old Orchard Beach Town Charter; and

Now Therefore, be it hereby ordained by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled, that Section 54-187, Restriction and Prohibitions, Sub-Section (a), Seavey Street, be amended by adding the underscored language as follows:

*Seavey Street.* Seavey Street is designated as "one way." Vehicles are allowed to enter Seavey Street from Old Orchard Street and proceed in a northerly direction. Parking shall be allowed on the left side of Seavey Street. Authorized parking only will be allowed within 53 feet of the intersection of Imperial Street.

**EFFECTIVE DATE**

This Ordinance amendment takes effect immediately upon adoption and shall expire on the 61<sup>st</sup> day following the date of its adoption, unless earlier extended, repealed or modified by the Council on ordinance changes.

**MOTION:** Councilor Tousignant motioned and Councilor Blow seconded to Enact an Emergency Ordinance Per Section 410.1 of the Town Charter, Enactment of Emergency Amendment to the Code of Ordinances, Section 54-187 – Restrictions and Prohibitions, Subsection (a), Seavey Street.

**VOTE:** Unanimous.

**GOOD AND WELFARE:**

There was a lengthy discussion raised by members of the Volleyball League that during the summer months have been using our beach. They talked about the fact that volleyball is becoming an attractive form of exercise and that they all have a passion to play and to get others interested in playing. Their concern is that adjustability of the nets and also the inability to use the courts in front of the Brunswick. They spoke at length about net adjustments. They suggested that the family net at the Brunswick be moved nearer to Palace Playland. This request has been made before and the requests have been going on for the past six years. It was noted in the discussions that there are seven sets of posts along the beach that the Town is ultimately responsible for. Six of these can be used at regulation height, which is without question what is desirable for serious volleyball enthusiasts but can also be enjoyed by casual users to be sure. The seventh set of poles which is located near the Brunswick is installed in such a manner that the net is fixed below regulation height (the second set of poles near the Brunswick is available at regulation height. Keeping one of the seven locations fixed below regulation height ensures that there is one location available along the beach that casual, less skilled users will have available. The Town refers to this as the family net. The decision to fix the net at below regulation height was the Town's decision. In the final discussion it was determined that the Council felt that a meeting with the Town Manager was the way to bring this discussion to finality and it would be arranged. In the last few minutes of discussion, the volleyball supporters recommended that we add an additional court bringing it to seven for use by the more mature and professional player. One of the suggested places was on the beach by the Waverly and another was on the beach at the end of Walnut. The final decision would be a meeting of all concerned. The Council again confirmed that they felt the discussion with the Town Manager was the best way to go without the involvement of the Council.

Several in the audience also rose to support the new SURGE Baseball team and Jerome Begart gave a listing and a historical glance into what has brought us to this point in the history of the Ballpark. He thanked many including John and Pam Gallo whose efforts with the Raging Tide was an impetus for growth. John Gallo spoke and offered their encouragement and support and notification of the first game tomorrow evening was mentioned several times.



**Ricki Letowt mentioned the paving that was done on Walnut Street but that care needed to be taken by the entrance to the Milliken Street Parking Lot. The Town Manager indicated that this would be done but unfortunately it could not be done in the same time frame.**

**Peg Bayles made an announcement about a meeting at the Police Department on Thursday evening to discuss a recent problem with a fisher cat.**

**ADJOURNMENT:**

**MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Adjourn the Town Council Meeting at 8:35 p.m.**

**VOTE: Unanimous.**

**Respectfully Submitted,**

**V. Louise Reid  
Town Council Secretary**

**I, V. Louise Reid, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of twenty-five (25) pages is a copy of the original Minutes of the Town Council Meeting of June 2, 2015.**

**V. Louise Reid**