

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

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, May 5, 2015. Chair O'Neill opened the meeting at 7:02 p.m.

The following were in attendance:

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

**Pledge to the Flag
Roll Call**

**PRESENTATION TO THE
TOWN OF OLD ORCHARD BEACH
AND THE BALLPARK
by the
MICHAEL J. FOX FOUNDATION
And
NEW ENGLAND PARKINSON'S RACE**

The Assistant Town Manager, V. Louise Reid, presented members of the Michael J. Fox Foundation and the New England Parkinson Race.

Stephanie Paddock – Senior Associate Director of Team Fox

Ms. Paddock has worked at The Michael J. Fox Foundation for five years with Team Fox, the grassroots fundraising program. Team Fox is made up of thousands of fundraisers that each year turn their passions into fundraising for a cure for Parkinson disease. Within the Team Fox program, she oversees the athletic programs, both athletes that participate in official Team Fox races such as the New York City Marathon, as well as community members hosting their own athletic events such as The New England Parkinson's Ride. To date, the Michael J. Fox Foundation has invested over \$450 million in the Parkinson's research field. Since 2006, when Team Fox was formed, community members have helped raise over \$35 million to go towards research. It should be noted that Ms. Paddock had a very lucrative position in the business community, but when her father was diagnosed with Parkinson's' disease, she joined The Michael J. Fox Foundation.

Skip Irving, member of the Board of Directors of The Michael J. Fox Foundation.

ACCEPTANCE OF MINUTES: Town Council Minutes of April 21, 2015; Town Council Workshop Minutes of April 23, 2015; and Town Council Workshop Minutes of April 28, 2015.

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

VOTE: Unanimous.

PUBLIC HEARING:

CHAIR: I open this Public Hearing at 7:23 p.m.

REFERENDUM – LADDER TRUCK

Public Hearing: Referendum Question #1: Shall Order 2015-A entitled “Order to Authorize Issuance of \$1,200,000 in Town of Old Orchard Beach General Obligation Bonds to acquire a Heavy Duty Ladder Fire Truck, be adopted?”

BACKGROUND:

NOTICE OF PUBLIC HEARING

TO: Kim McLaughlin, Town Clerk of the Town of Old Orchard Beach:

In the name of the State of Maine you are hereby required to notify the voters of the Town of Old Orchard Beach of the Public Hearing described in this Notice of Public Hearing.

TO: The voters of the Town of Old Orchard Beach:

Take notice that a public hearing will be held on May 5th, 2015 at 7:00 p.m., at the Town Hall Council Chambers, 1 Portland Avenue, in Town of Old Orchard Beach on the following Question, which will be the subject of a special municipal election vote on June 9, 2015.

Referendum Question 1: Shall Order 2015-2A entitled, “Order to Authorize Issuance of \$1,200,000 in Town of Old Orchard Beach General Obligation Bonds to Acquire a Heavy Duty Ladder Fire Truck,” be adopted?

TOWN OF OLD ORCHARD BEACH FINANCIAL STATEMENT

1. <u>Total Town Indebtedness</u>	
Bonds outstanding and unpaid	<u>\$9,302,880.00</u>
Bonds authorized and unissued	<u>\$0.00</u>
Bonds to be issued if this Question is approved	<u>\$1,200,000.00</u>
Total:	<u>\$10,502,880.00</u>

2. Estimated Costs of Bonds

At an estimated interest rate of 3.25 percent (3.25%), for a 12-year term, the estimated costs of this bond issue will be:

Principal	\$1,200,000.00
Interest	<u>\$253,500.00</u>
Total Principal & Interest to be Paid at Maturity	<u>\$1,453,500.00</u>

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above Estimated Costs of Bonds. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Treasurer
Town of Old Orchard Beach

Town Council Recommends: Approval of Referendum Question #1
Finance Committee Recommends: Approval of Referendum Question #1

Signed and dated at the Town of Old Orchard Beach, April 21, 2015.

A Majority of the Town Council of the Town of Old Orchard Beach

A true copy of the Notice, attest:

Kim McLaughlin, Town Clerk
Town of Old Orchard Beach

RETURN

York County, ss.

State of Maine

TO: The Municipal Officers of the Town of Old Orchard Beach

I have notified and warned the voters of the Town of Old Orchard Beach of the time and place of the within described public hearing by posting an attested copy of said notice as follows:

<u>Location of Posting</u>	<u>Date</u>	<u>Time</u>
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being conspicuous public places within the Town of Old Orchard Beach and being at least seven (7) days prior to the date of the public hearing.

Signed and dated at the Town of Old Orchard Beach this _____ day of _____, 2015.

Kim McLaughlin, Town Clerk
Town of Old Orchard Beach

The Fire Chief, Ricky Plummer, explained to the citizens of Old Orchard why a new fire ladder truck is a necessity. There have been so many fires in Old Orchard this year along and the old fire truck which we are still using has some serious issues with it. We have maintained it as best as possible but for the safety of the citizens a new truck is a necessity. There have been 21 e-mails today from citizens supporting the purchase and bonding of the new fire truck. The Chief is urging citizens to come out on June 9th and support this needed vehicle.

HELENE WHITTAKER: Councilors and Residents of Old Orchard Beach. Happy Cinco de Mayo. Here is some important information on the ladder truck and why the Town needs this new one. Since January there have been ten fires where the ladder truck was used. The ladder truck was looked at and it was discovered there is a lot of rust. A company came in to test the ladder truck and it failed the test. It needs an estimated \$220,000 to fix. The truck is fifteen years old and isn't worth \$220,000. This information was brought to the Council and the Chief was told to get it fixed – enough to make it safe to go up approximately 100 feet. Did you know our streets are narrower than most towns? That is the reason why “used” is difficult to find for our Town. Getting a new one takes about a year to build. To date the Fire Department has spent about \$20,000 of the designated \$50,000 on the old one to get it safe enough to use for now. Public Safety is an issue with those living in tall buildings, condo's, etc. I understand our feelings about spending serious money and our taxes going up. However, this is an investment for our safety which is not disposable, not returnable, and not to be messed up. This is money well spent and thought of. Chief Plummer has done his research on a used ladder truck and I support his decision of acquiring a new ladder truck. So please support the Fire Department's request for a new ladder truck.

BEVERLY RUSSELL: I lived at School Street and the marvelous help and support from the Fire Department when our building burned down can't be stated in words. I support the purchase of the Fire Truck because this is good for the community. We have a lot of elderly in our community as well as families and this will keep us safe.

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

PUBLIC HEARING: TRAFFIC ORDINANCE

Shall we Amend Chapter 54, Traffic and Vehicles, Sections 54-1 (Definitions), Section 54-37 (Penalty), Section 54-142 (Parking at expired meters and overtime parking), Section 54-154 (All-Night Parking), Section 54-114 (Milliken Street parking lot), and Section 54-115 (Memorial Park parking lot), of the Town of Old Orchard Beach Traffic Ordinance?

CHAIR: I open this Public Hearing at 7:26 p.m.

BACKGROUND:

The Town of Old Orchard Beach is considering allowing motorcycles to park in standard car spaces year-round. On-street parking downtown is metered from Memorial Day weekend through Labor Day weekend. There are 205 parking spaces of which 28 are smaller spaces designated for motorcycles, according to Police Chief Dana Kelley. Currently Town Ordinances require motorcycles to park in the designated motorcycle-only spaces from May 15th to October 15th. The proposed ordinance would allow motorcycles to park in metered car spots in the summer and the plan would be to keep the designated motorcycle spaces, as they are too small to accommodate cars. Many individuals have contacted the administration and expressed the desire for the option of parking their motorcycles in the car spaces. Also included in the amendment would be the adding of

the definition and use of “pay stations”. Currently, the Ordinance regular “coin-fed” meters, and the Town now uses both “coin-fed” meters and “pay stations”.

ORDINANCE

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

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on May 5, 2015, at 7:00 p.m. to consider the following:

Be it hereby ordained, by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled, that Chapter 54, Traffic and Vehicles, Sections 54-1 (Definitions), Section 54-37 (Penalty), Section 54-142 (Parking at expired meters and overtime parking), Section 54-154 (All-Night Parking), Section 54-114 (Milliken Street parking lot), and Section 54-115 (Memorial Park parking lot), of the Town of Old Orchard Beach Traffic Ordinance is amended by adding the underscored language, and deleting the strikethrough language :

Sec. 54-1. - Definitions.

Parking meter means a device which shall indicate thereon the length of time during which a vehicle may be parked in a particular place, having as a part thereof a receptacle or chamber for receiving and storing coins of the United States money, a slot or place in which such coins may be deposited; a timing mechanism to indicate the passage of the interval of time during which parking is permissible with an appropriate signal to indicate when the interval of time shall have elapsed, and brief instructions as to its operation. Parking meter as used herein shall also include a multi-space parking meter which may accept coins and other forms of payment such as debit and credit cards, and provide a timed receipt permitting parking in any multi-space or single space parking during such time.

Parking space means any space adjacent to a parking meter and which is duly designated for the parking of a single vehicle by painted lines or other durable markings. Parking space shall also include a space controlled by a multi-space meter.

Prolonged parking shall mean parking, without moving the vehicle out of the space and making the space available for use by another person, at a meter or a designated parking space in excess of the maximum limit of parking designated for such space.

Receipt shall mean the paper receipt dispensed from a multispace meter showing the date purchased with the time during which it permits parking in a multi or single meter parking space.

Sec. 54-37. - Penalty.

(14) ~~Parking at expired meter~~ Expired Meter or receipt/no receipt/receipt face down...25.00

(26) Prolonged Parking—Feeding Meters...25.00

(27) No parking That Takes More Than One Metered Space...25.00

Sec. 54-142. - Parking at expired meters and overtime parking.

(a) Parking of vehicles in parking spaces; (a) Single space meter. Except as provided herein, where a parking meter has been installed, every person shall park a vehicle, or motorcycle, adjacent to the curb and either immediately in front of or behind a single space meter and shall deposit the required amount of United States money in the meter or obtain and properly display a receipt issued by a multi-space meter. (b) Multi-space meter. Except as provided herein, where a multi-space meter has been installed, every person shall park a vehicle adjacent to the curb and in a space controlled by a multispace meter or in a space controlled by a single meter and shall deposit the required amount of payment for the time the person intends to park, up to the maximum time limit available. The foregoing shall apply from 10:00 a.m. to 11:00 p.m. from the Friday before Memorial Day to Labor Day of each year.

Between the hours of 10:00 a.m. and 11:00 p.m., no person shall park a vehicle in a metered parking space without first depositing a coin into the adjacent parking meter in the amount indicated on the parking meter for the appropriate time. No person shall allow a vehicle to remain in a metered parking space when the time signal on the adjacent parking meter indicates that the time for parking has expired (parking at expired meter). No person shall allow a vehicle to remain in a parking space for a period of time longer than the maximum time limit for that parking space posted on a sign or indicated on a parking meter (parked overtime). Parking shall be allowed in metered spots without first depositing a coin into the adjacent parking meter in the amount indicated on the parking meter between the hours of 11:00 p.m. and 10:00 a.m.

(b) No person shall park or stand any vehicle having fewer than four wheels at or in a metered parking space which is designated by a sign or by notice posted on or near the parking meter as restricted to parking of automobiles only. No person shall park or stand any vehicle other than a motorcycle at or in a metered parking space which is designated by a sign or by notice posted on or near the parking meter as restricted to parking of motorcycles only.

(c) It shall be unlawful for any person to cause, allow or permit any vehicle registered in the name of or operated by such person to:

(1) be parked in any parking space where a single space parking meter is installed unless a deposit of the coin or coins indicated by the single space meter is made as herein provided, except that, in the event a single space parking meter indicates that unused time has been left in the meter by a previous occupant of the parking space, any such person shall not be required to deposit any such coin or coins so long as his or her occupancy of the space does not exceed the indicated unused parking time; or

(2) remain in a parking space controlled by a multi-space parking meter or single space meter without displaying a valid receipt while so parked, or without displaying the receipt on the dashboard in such a manner as to be clearly visible and face up, showing the date and time available to park on the receipt;

(3) remain in a parking space beyond the period of legal parking time established for such parking space as provided in the traffic ordinance, or to deposit in the adjacent single-space parking meter or a multi-space meter any payment for the purpose of parking beyond the maximum legal parking time designated by the parking meter or multi-space meter ("prolonged parking" or "feeding the meter");

(4) remain in any parking space adjacent to any single-space parking meter while the meter is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the maximum legal parking time designated for such parking space or the receipt has expired;

(5) remain or be placed in any parking space controlled by a multi-space meter while failing to display a valid multi-space meter timed receipt for such parking, or displaying a receipt indicating that the vehicle occupying such parking space has already been parked beyond the maximum legal parking time designated for such parking space;

(6) be parked across any line or marking of a parking space or in such position that the vehicle shall not be entirely within the limits of the parking space or such that the parked vehicle otherwise impedes or obstructs the flow of traffic; the minimum fine for a violation of this section shall be fifty dollars (\$50);

(7) Deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter installed under the provisions herein; to deposit or cause to be deposited in any parking meter any slug, device, metallic substance or any other substitute for a coin of the United States.

In the event of a violation of the provisions of subsections (c) (1-7) above, the fact that a vehicle is unlawfully parked shall be prima facie evidence of the unlawful parking of such vehicle by the person in whose name such vehicle is registered, and the fact that a vehicle is in a metered parking space when the time signal on the parking meter for such space indicates no parking permitted without the deposit of a coin or coins, or when the receipt from a multi-space meter has expired or no receipt is properly displayed, shall also be prima facie evidence that the vehicle has been parked in the parking space longer than the lawfully permitted period.

Sec. 54-154 – All-Night parking.

Overnight parking shall be allowed on streets where on-street parking is allowed by the provisions of this Chapter except as follows:

From April 1st to September 15th, to allow for street sweeping activities overnight parking, between the hours of 2 a.m. and 6 a.m., shall not be allowed in the following locations:

- Old Orchard Street
- The Square
- First Street from Old Orchard Street to Heath Street
- Heath Street
- Milliken Street to Imperial Street
- West Grand from the Square to Union Ave
- East Grand from the Square to Walnut Street
- Seavey Street
- Veteran's Square at Town Hall
- Staples Street
- Imperial Street
- Saco Ave, Rite-Aid to Old Orchard Street

Sec. 54-114. - Milliken Street parking lot

(a) No vehicle shall park in the Milliken Street parking lot without first obtaining a valid parking slip from a pay station or by obtaining a resident parking permit from the town clerk. The

parking slip shall be displayed on the dashboard of the vehicle for the allotted time that was paid for, **and the valid parking slip obtained at the pay station in the Milliken Street parking lot shall be valid only for the Milliken Street parking lot.** This section will be enforced between the Friday before Memorial Day and Labor Day.

Sec. 54-115. - Memorial Park parking lot.

- (a) No vehicle shall park in the Memorial Park parking lot without first obtaining a valid parking slip from a pay station or by obtaining a resident or nonresident parking permit from the town clerk. The parking slip shall be displayed on the dashboard of the vehicle for the allotted time that was paid for, **and the valid parking slip obtained at the pay station in the Memorial Park parking lot shall be valid only for the Memorial Park parking lot.** This ordinance will be enforced between the Friday before Memorial Day and Labor Day.

Per Order of the Municipal Officers this _____ day of _____, 2015.

A True Copy

Attest:

Kim M. McLaughlin, Town Clerk

CHAIR: I close this Public Hearing at 7:28 p.m.

PUBLIC HEARING: SPECIAL EVENT PERMIT ORDINANCE

CHAIR: I open this Public Hearing at 7:29 p.m.

Shall we Amend the Special Event Permit Ordinance, Sections 42-256 (Required), Section 42-258 (Fee), Section 42-259 (Conditions)?

BACKGROUND:

The Town Clerk worked diligently on this Ordinance and there have been many discussions with the Department Heads over the past few months. Highlights include a completed application being received at least 30 calendar days prior to the event, with a \$10 per day surcharge for each day late, and the possibility of the application not being approved due to lack of time; the ability to apply three years out, but meet with department heads at least 60 days before the event each year; \$10 to amend a permit; bonfires, small gatherings, will require administrative approval only; Events at the Ballpark require a contract/agreement, with administrative approval for events of less than 1,000 people (Town Council reserves the right to place on an agenda); ability of the administration to change the date of the event because of snow, piping plovers, rain, or other conflicts; \$50 fee per day for all applicants except RSU #23 and Town Sponsored/co-sponsored events; services will be invoiced (25% deposit due 14 days prior to event), however, any non-profit event that has not been assessed those charges within the past five years (2010-2015), will continue to not be charged unless alcohol service is involved; although insurance has been required, the amount will not be listed in the ordinance.

ORDINANCE:

- **Subdivision II. - Permit**

- **Sec. 42-256. - Required.**

No person may conduct a special event on public property without a special events permit issued by the town council pursuant to this subdivision. The completed application must be received at least 30 calendar days prior to the event. For each day late, there will be a \$10 surcharge fee for all applicants, and the possibility the event may be denied due to lack of time to approve.

Applications may be approved for up to three-years prior to the event; however, the applicant must meet with the department heads at least 60 days prior to the event for that year. At the sole discretion of the Town of Old Orchard Beach, you may be authorized to submit written amendments to your initial permit application due to unique or changing circumstances related to the event. Amendments to the permit application must be received at least 30 calendar days prior to the event, and will be assessed a \$10.00 fee each time an amendment is requested, due prior to the amendment being approved for consideration.

Bonfires, small gatherings, including weddings (less than 25 people), will require administrative approval only.

Events at the Ballpark will require an approved contract or agreement with the Ballpark Commission, and final administrative approval only, for events of less than 1000 people; however, the Town Council reserves the right to place the application on the Town Council agenda before a contract is signed.

A change in date may be granted administratively due to a cancellation because of rain, snow, piping plovers, conflict with another event, or other needs that may arise.

(Ord. of 5-17-1988, § V; Ord. of 4-2-2002, § V)

- **Sec. 42-257. - Criteria for issuance.**

In considering whether to issue a special events permit pursuant to this subdivision, the town council shall consider whether the proposed special event:

(1)

Is consistent with the goal of promoting use of public property for recreational, entertainment or charitable events.

(2)

Can be conducted in the location proposed without endangering the public safety or disturbing the peace and order of the public property.

(Ord. of 5-17-1988, § VI; Ord. of 4-2-2002, § VI)

- **Sec. 42-258. - Fee.**

Before Upon issuance of the special events permit by the town council pursuant to this subdivision and prior to the conduct of the special event, the permit holder shall pay to the town clerk a permit fee in the amount as specified in the schedule of license, permit and application

fees in appendix A of this Code per day or portion thereof the special event will occur, including set-up and take-down dates. The Town Council may waive at will or reduce the permit fees for ~~nonprofit charitable~~ RSU #23 or Town sponsored or co-sponsored special events ~~or for special events which are sponsored or cosponsored by the town.~~

Non-profit events that have received approved Special Event Permits for five consecutive years between the years of 2010-2015, shall be exempt from staff related service fees not assessed in the past, unless alcohol is being served, or able to be purchased. The application fee is not waived. For all other events, additional fees may be applicable for cost recovery or other permits depending on the event. Applicant is solely responsible for costs incurred for Town services rendered for the event, i.e. police, licenses, sanitation, fire, etc. A cost analysis and invoice will be provided at least 21 days prior to the event, and a 25% deposit will be due for those services at least 14 days prior to the event. The remainder will be due in full within 60 days of the conclusion of the event.

In the event is cancelled, the applicant must notify the Town Clerk's Office in writing no less than 48 hours in advance of the set-up time for the event. Should personnel or other resources be dispatched to support the proposed event and the event has been cancelled, the applicant will be assessed the cost of the services provided.

(Ord. of 5-17-1988, § VIII; Ord. of 4-1-2003, § 2)

- **Sec. 42-259. - Conditions.**

Each special events permit issued pursuant to this subdivision shall, at a minimum, specify the permit holder's obligations as to the following:

(1)

Dates and times.

(2)

Designated areas of public property to be affected.

(3)

An insurance policy, for property damage or bodily injury in the amount 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, listing the Town of Old Orchard Beach as additionally insured. If alcohol is being served, liquor liability insurance is required, with a minimum amount of \$2,000,000, listing the Town as additionally insured. ~~and evidence of financial capacity, including insurance.~~

(4)

Crowd control.

(5)

Parking.

(6)

Cleanup.

(7)

Any other conditions which the Town Council deems necessary to protect the public safety and maintain order on the public property.

(Ord. of 5-17-1988, § VII; Ord. of 4-2-2002, § VII(2), (f))

- **Sec. 42-260. - Liability.**

The holder of a special events permit issued pursuant to this subdivision shall be solely responsible for conducting the special event in compliance with the conditions of the permit and for maintaining public safety and order during the special event. The town assumes no liability or responsibility by issuing the permit.

(Ord. of 5-17-1988, § XI(2))

CHAIR: I close this Public Hearing at 7:30 p.m.

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

CHAIR: I open this Public Hearing at 7:22 p.m.

Jason P. Giusto dba/Haute Shades (205-3-5-2), 46 Old Orchard Street, Unit #2, Retail; Stacy Kilroy (206-5-8), 3 Bower Lane, one year round rental; Duffy's Tavern & Grill OOB Inc. dba/Duffy's Tavern & Grill OOB (208-1-6), 168 Saco Avenue, Victualers with Preparation with Beer, Wine and/or Liquor on Premise; Retail; Lynn Dube (210-2-6-30), 18 Smithwheel Road, #30, one year round rental; 27 West Grand LLC dba/The Shack (307-1-3), 27 West Grand Avenue, Victualers with Preparation with Beer, Wine and/or Liquor on Premise; Joseph F. Agri & Gail R. Ritchey (310-7-2-8), 64 West Grand Avenue #8, one year round rental; Nancy J. Williams (319-5-4-2), 17 Tunis Avenue, Unit #2, one year round rental; and Susan & Paul Martin (325-5-11), 7 New Salt Road, one year round rental.

CHAIR: I close this Public Hearing at 7:31 p.m.

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

VOTE: Unanimous.

PUBLIC HEARING AMUSEMENT PERMITS:

CHAIR: I open this Public Hearing at 7:32 p.m.

Jumpin Jakes LLC dba/Jumpin Jakes Café (208-3-3), 181 Saco Avenue, Music Amplified Outside & Inside – 12:00 p.m. – 12:00 a.m.

CHAIR: I close this Public Hearing at 7:33 p.m.

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

VOTE: Unanimous.

PUBLIC HEARING AMUSEMENT PERMITS: (NEW)

CHAIR: I open this Public Hearing at 7:34 p.m.

Duffy's Tavern & Grill OOB Inc. dba/Duffy's Tavern & Grill OOB (208-1-6), 168 Saco Avenue, Music/Comic Inside – 11:00 a.m. – 12:00 a.m.

CHAIR: I close this Public Hearing at 7:35 p.m.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Approve the Amusement Permits as Read.

VOTE: Unanimous.

PUBLIC HEARING LIQUOR LICENSE: (NEW)

CHAIR: I open this Public Hearing at 7:37 p.m.

JTG Hospitality Inc. dba/Ballpark Beer (207-3-6X), 7 Ballpark Way, Malt in an Outdoor Stadium; Duffy's Tavern & Grill OOB Inc. dba/Duffy's Tavern & Grill OOB (208-1-6), 168 Saco Avenue, m-s-v in a Restaurant; and 27 West Grand LLC dba/The Shack (307-1-3), 27 West Grand Avenue, m-s-v in a Restaurant/Lounge.

CHAIR: I close this Public Hearing at 7:38 p.m.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the Liquor Licenses as read.

VOTE: Unanimous.

JOSEPH ZEMAN: He spoke about his complaint of the police department about treating his without respect and went on to express his opinion about the town and that he was going back to Manhattan.

CHAIR: He reminded Mr. Zeman that this is not Good and Welfare and his comments, although accepted, were not relevant in this section of the Meeting.

TABLED ITEM: # 6368 MEDICAL MARIJUANA ORDINANCE

Discussion with Action: Amend the Town of Old Orchard Beach Code of Ordinances as follows: Chapter 78 – ZONING, Article I – IN GENERAL, Section 78-1 – DEFINITIONS; Chapter 78 – ZONING, Article VI – DISTRICTS, Division 8 – GENERAL BUSINESS DISTRICT 1 (GB-1), Section 78-803 – CONDITIONAL USES; Chapter 78 – ZONING, Article V DISTRICTS, Division 16 – HISTORIC OVERLAY DISTRICT (HO), Section 78-1135 – PROHIBITED USES; Chapter 78 – ZONING, Article VII – CONDITIONAL USES, Division 2 – CONDITIONS, Section 78 1277 – MEDICAL MARIJUANA; Chapter 18 – BUSINESSES, Article XI – RESERVED, Sections 18-601 – 18-606 – Reserved; Appendix A – SCHEDULE OF LICENSE, PERMIT AND APPLICATION FEES – LICENSE ORDINANCE CATEGORIES.

MOTION: Councilor Blow motioned and Councilor Blow seconded to Remove Without Prejudice Tabled Item 6368.

VOTE: Unanimous.

TOWN MANAGER'S REPORT:

Paving has started on Milliken Mills Road; then Milliken Street and Walnut Street. Striping of pedestrian crossings, center lines, parking spaces, etc. will be initiated this month. We will be using Public Works personnel this year. The Library has been open and I had the opportunity to visit it and it is absolutely beautiful and something that the citizens of Old Orchard Beach will use for years to come. They will be having an official opening in the days ahead and the Board of Directors will make that announcement in the days ahead. Piping Plovers have already arrived so when you are asking why there are no barrels on some portion of the beach it is because of our plover visitors. The Skateboard Park should be open shortly.

NEW BUSINESS:

6404 Discussion with Action: Approve the contract for 2016 with Animal Welfare in the amount of \$12,047.73 annually, beginning July 1, 2015 from Account Number 20131-50310 – Service Contracts, with a recommended balance of \$353,000, subject to final approval of FY16 budget.

BACKGROUND: The Finance Director is presenting the annual contract renewal for the Animal Welfare Society Inc. for FY15, effective July 1, 2015 through June 30, 2015. The State requires municipalities to enter into a contract with a shelter that will accept stray animals originating within the municipality. This contract and service is managed by the Police Department. The fee schedule for FY16 will be \$12,047.73, beginning July 1, 2015.

ANIMAL SHELTER AGREEMENT, OLD ORCHARD

This agreement is by and between the Animal Welfare Society, Inc., a non-profit corporation organized and existing under the laws of the State of Maine (herein-after AWS), Old Holland Road, West Kennebunk, Maine and the *Town of Old Orchard*, Maine (hereafter municipality). The terms of this agreement shall take effect on July 1, 2015 and shall remain in effect until June 30, 2016.

Whereas, The State of Maine requires municipalities to enter into a contract with, or have an arrangement for, a shelter that will accept stray animals originating within that municipality.

Whereas, The AWS operates an animal shelter as defined in 7 M.R.S. Section 3907 which is a suitable facility for the housing and/or disposal of said animals and desires to make said facilities available to the municipality for a reasonable fee.

Now Therefore, in consideration of the mutual promises contained herein the parties agree as follows:

1. The AWS will confine such stray and lost dogs and cats as may be delivered to it by an authorized agent of the municipality for the legal impoundment period. At the end of this period, the AWS will make such a disposition as it seems fit in accordance with 7 M.R.S. Sections 3912, 3913, 3968 et. seq.
2. Delivery of said animals shall be accepted from the municipality's Animal Control Officer/Police from 9:00 a.m. to 5:00 p.m., Monday through Saturday. Police and/or Animal Control Officer will be issued a key to an after hours holding room at the Shelter. Private citizens residing in the municipality may bring stray cats, dogs and ferrets to the Shelter during regular Shelter hours (Monday through Saturday from 9:00 a.m. to 5:00 p.m.). Animals delivered to the AWS by municipality's Animal Control Officer or police after hours shall be placed by the person delivering the animal in pens, kennels and crates made available in the holding areas by AWS for that purpose. It is the responsibility of the Police and/or Animal Control Officer leaving an animal after hours to provide bedding, food and water for said animal as provided by the AWS.
3. The municipality agrees to comply with all applicable laws and regulations related to stray, injured or abandoned animals, including but not limited to 7 M.R.S. Section 3948 (Medical attention). Law enforcement officers and animal control officers shall take a stray animal to its owner, if known, or, if the owner is unknown, to a shelter and shall ensure that any injured companion animal that is at large or in a public way is given

(W1571758.2)

proper medical attention), as well as all of AWS' written regulations, policies and guidelines, as issued or modified from time to time, including but not limited to those issued in January 2008 (as revised May 2009) and May 11, 2009, receipt of which municipality hereby acknowledges. The municipality agrees to and shall indemnify and hold harmless AWS for any claims arising out of actions and/or inactions of the municipality's police officers and animal control officers in the catching, detaining, processing, documenting and delivery of any animal under this agreement, and for any violation by the municipality's animal control officer or police officers of the provisions of this Agreement, of applicable laws or regulations, or AWS' written policies delivered to municipality.

4. The AWS shall assist municipality's residents in allowing owned animals to be claimed during regular business hours. As a practice, AWS does not collect impoundment fees for the municipality but will generally request proof of payment prior to releasing an animal to its owner. AWS also reserves the right to release an animal without proof of payment of impoundment fees if a case warrants the release in AWS' judgment (with no liability on the part of AWS).

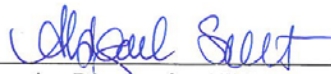
5. For services provided by the AWS to municipality under this Agreement or under applicable law, the municipality agrees to pay AWS the total sum of \$12,047.73, which is based on (\$1.397) per capita/per year, of the municipality's population as of 2010 Census, payable in advance quarterly payments.

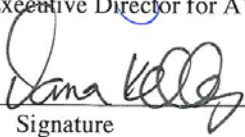
Fee calculation: Population as of 2010 Census:

Population: $8624 \times \$1.397 \text{ per capita} = \$12,047.73$

6. This agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior oral or written agreements, expressions or understandings with respect thereto. Amendments or modifications of the terms or conditions of this Agreement shall not be effective without prior express written approval signed by both parties hereto.

7. This agreement shall be governed by and construed in accordance with the laws of the State of Maine.

Date: 4/15/15 _____ 
Executive Director for AWS

Date: 4-22-15 _____  _____ Police Chief
Signature Title

{W1571758.2}

Dana M Kelley Police Chief
Print Name Title

Quarterly Payment Schedule:

1st Payment due date:	July 1, 2015	Amount:	\$3,011.93
2nd Payment due date:	October 1, 2015	Amount:	\$3,011.93
3rd Payment due date:	January 1, 2016	Amount:	\$3,011.93
4th Payment due date:	April 1, 2016	Amount:	\$3,011.94
		Total	\$ 12,047.73

Date Contract Mailed to Municipality: 4/16/15

Date Contract Received back by AWS: _____

(W1571758.2)

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the contract for 2016 with Animal Welfare in the amount of 12,047.73 annually, beginning July 1, 2015 from Account Number 20131-50310 – Service Contracts, with a recommended balance of \$353,000, subject to final approval of FY16 budget.

VOTE: Unanimous.

6405 **Discussion with Action:** Authorize the Town Manager to negotiate a contract with ACS – Advanced Collection services with a flat commission of 35 % of recovered funds for the collection of unpaid and outstanding receivables for Rescue Billing, Parking Fines, Personal Property Taxes, and any other aging unpaid receivable.

BACKGROUND:

The Finance Director is presenting the contract for Advanced Collection Services which is the collection agency that the Town has been working with since 2009. They assist several departments with collection efforts such as the Police Department for unpaid parking fines; the Fire Department with unpaid rescue billing; and on occasion the Tax Office with unpaid personal property bills along with other miscellaneous uncollectable receivables. The fee schedule is 35% commission on all monies collected. The Finance Director initiated this contract renewal because the location of the current contract in our files for this vendor could not be found.

Agreement

This agreement is made this 17 day of March, 2015, by and between **Advanced Collection Services**, hereinafter called Agency, and **Town of Old Orchard Beach** hereinafter called Client.

Whereas, Client desires to submit to Agency for collection certain evidences of indebtedness, hereinafter called accounts, and Agency desires to provide collection services with respect to said accounts, it is hereby mutually agreed, understood and promised as follows:

1. Agency will conduct its collection activities in compliance with all applicable federal, state and local laws.
2. Client hereby warrants that all accounts forwarded to Agency will be valid and legally enforceable debts and that Client will, both before and after forwarding said accounts, comply with all applicable federal, state and local laws with respect thereto. Further, Client agrees to provide, whenever requested to do so by Agency, a written verification of the indebtedness and/or copy of the judgment, if any, upon which indebtedness is based and the name and address of the entity to whom the debt was originally owed, if different from the Client.
3. Agency shall charge a commission of **35%** on all monies collected on assigned accounts during the period of assignment of the account by the Client to the Agency. This same commission fee shall be in effect for all monies collected on accounts that have been previously reported to any credit reporting agency, by agency on behalf of creditor, even though the period of assignment to agency may have ended. Other charges or rate differentials, if any, will be otherwise stated in the addenda section of this agreement.
4. Agency agrees to maintain Agency records as they pertain to Client's accounts in such a manner as to be auditable by the Client at any time during regular business hours.
5. Agency agrees to remit to Client gross or net monthly collections and statement showing total amounts collected on accounts assigned by Client, Agency commission and amount due Client or Agency.
6. Client agrees to report to Agency all payments that Client receives on accounts during the period of assignment to Agency as well as payment on accounts which have been previously reported to any credit reporting agency even though the period of assignment to Agency may have ended.

Agreement

This agreement is made this 17 day of March, 2015, by and between **Advanced Collection Services**, hereinafter called Agency, and **Town of Old Orchard Beach** hereinafter called Client.

Whereas, Client desires to submit to Agency for collection certain evidences of indebtedness, hereinafter called accounts, and Agency desires to provide collection services with respect to said accounts, it is hereby mutually agreed, understood and promised as follows:

1. Agency will conduct its collection activities in compliance with all applicable federal, state and local laws.
2. Client hereby warrants that all accounts forwarded to Agency will be valid and legally enforceable debts and that Client will, both before and after forwarding said accounts, comply with all applicable federal, state and local laws with respect thereto. Further, Client agrees to provide, whenever requested to do so by Agency, a written verification of the indebtedness and/or copy of the judgment, if any, upon which indebtedness is based and the name and address of the entity to whom the debt was originally owed, if different from the Client.
3. Agency shall charge a commission of **35%** on all monies collected on assigned accounts during the period of assignment of the account by the Client to the Agency. This same commission fee shall be in effect for all monies collected on accounts that have been previously reported to any credit reporting agency, by agency on behalf of creditor, even though the period of assignment to agency may have ended. Other charges or rate differentials, if any, will be otherwise stated in the addenda section of this agreement.
4. Agency agrees to maintain Agency records as they pertain to Client's accounts in such a manner as to be auditable by the Client at any time during regular business hours.
5. Agency agrees to remit to Client gross or net monthly collections and statement showing total amounts collected on accounts assigned by Client, Agency commission and amount due Client or Agency.
6. Client agrees to report to Agency all payments that Client receives on accounts during the period of assignment to Agency as well as payment on accounts which have been previously reported to any credit reporting agency even though the period of assignment to Agency may have ended.

7. Client, its agents and other employees shall not be liable for any loss, damage, injuries or other casualty of whatsoever kind or by whosoever caused, to the person or property of anyone (including Agency) arising out of or resulting solely from Agency's performance under this contract, and Agency, for itself, heirs, executors, administrators, successors and assigns, hereby agrees to indemnify and hold Client, its agents and employees harmless from and against all such judgments for such loss, damage, or other casualty. However, the foregoing indemnification will in no way apply to any claim, threat of claim or liability resulting exclusively from the negligence of Client or its employees.

8. Agency agrees to return to Client all accounts which were paid prior to submission to the Agency, without commission charge, providing these accounts are so identified by the Client. Also, Agency agrees to return to Client any account which is paid within five (5) calendar days after the original date of submission (date received by Agency) without commission charge. Thereafter, the agreed commission rate will apply for all payments received on accounts during the period of assignment to Agency regardless of the source of payment.

9. Agency agrees that no commission will be charged for accounts involved in the Bankruptcy process. Such accounts will be returned to Client.

10. Accounts may be recalled by Client at any time and without fee, providing that Agency or Client does not reasonably anticipate, or has not previously received, payment on the account(s) from any source.

11. ACCESS TO BOOKS AND RECORDS

Pursuant to 42 U.S.C. 1395 x(v)(1)(I), the Agency agrees that: Until the expiration of four years after the furnishing of services pursuant to this Agreement, the Agency shall make available, upon written request, to the Secretary of the United States Department of Health and Human Services (the "Secretary") or to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and any books, documents and records of the Agency that are necessary to certify the nature and extent of the cost of services provided pursuant to this Agreement; and

If the Agency carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve month period, with a related organization, such subcontract shall contain a similar clause.

Any correspondence, filings, notices or other document sent to the Attorney General of any state or any Federal Agency or the Solicitor General or Attorney General of the United States concerning the services provided under this Agreement shall be filed concurrently with the Client.

12. TERM

This Agreement may be terminated by the Client at any time for failure to perform duties hereunder or for conduct of the Agency which is determined by the Client to be disruptive or detrimental to the Client. Before terminating this Agreement for any of the reasons set forth in this paragraph, the Client shall give the Agency written notice of its intent to terminate, which notice shall afford the Contractor ten (10) days to remedy the situation complained of. The Client may suspend this Agreement without pay during the notice period. In the event of a second or subsequent occurrence described in this paragraph, the Client may terminate this Agreement without notice or opportunity to cure.

This Agreement may be terminated by either party at any time and without notice if (a) the other party is adjudged bankrupt or insolvent, which judgment remains in effect for a period of ninety (90) days; or if (b) the other party consents to the institution of bankruptcy or insolvency proceedings against itself, or files a petition or answer or consent seeking reorganization or relief from creditors under federal or state law or consents to the filing of any such petition or to the appointment of a receiver, liquidator, assignee or trustee of the other party or of any substantial part of the other party's property or the making of an assignment for benefit of creditors or admits an inability to pay debts as they come due; or if (c) the other party is liquidated or dissolved, or initiates proceedings to liquidate or dissolve.

This agreement may be canceled by either Agency or Client upon 30 days written notice.

13. LIABILITY

Each party shall notify the other party of any and all incidents, untoward occurrences, or claims made arising out of its services hereunder. The parties shall cooperate in any investigation of claims or incidents to the extent that doing so does not jeopardize a party's own professional liability insurance coverage.

Each party (the "Indemnitor") shall, to the extent of its liability insurance therefor, indemnify and hold the other party, its employees, agents, and insurers (including the trustee of any self-insurance fund) harmless from any and all injury, loss, damage, claims and expenses whatsoever (including without limitation judgments, fines, and attorney fees and settlements reasonably incurred) arising out of or in connection with anything done or omitted to be done negligently in carrying out its obligations hereunder by the Indemnitor, or any employee or agent thereof.

14. ORGANIZATIONAL CONFIDENTIALITY

All data provided to the Agency is the property of the Client and is provided solely for the purpose of allowing the Agency to perform service(s). Any use of this data by the Agency for other purposes will be deemed to be a violation of this Agreement and will constitute grounds for the immediate termination of this Agreement. Agency does, however, reserve the right to list, at Client's discretion, pertinent account information with a credit reporting agency.

The data has economic value, actual or potential; its disclosure may result in injury to consumers or others. The data is not generally known or readily ascertainable by legal means by others who may obtain economic value from its disclosure or use; is the result of the Client's expenditure of resources and assets in its development or compilation; is not generally available through public means; is treated as and claimed to be confidential by the Client. The Client will be entitled to all direct and consequential damages if it is determined that the Contractor has used data provided by the Client for purposes other than those defined in this Agreement.

15. Addenda

Accepted by:

Client:

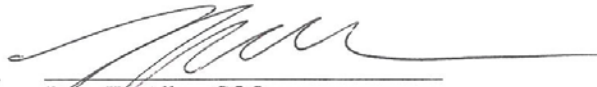


Authorized Signature

4-22-15

Date

Agency:



Peter W. Allen, COO

3/16/15

Date

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Authorize the Town Manager to negotiate a contract with ACS – Advanced Collection services with a flat commission of 35 % of recovered funds for the collection of unpaid and outstanding receivables for Rescue Billing, Parking Fines, Personal Property Taxes, and any other aging unpaid receivable.

VOTE: Unanimous.

6406 Discussion with Action: Amend the Old Orchard Beach Code of Ordinance as follows: Table of Contents – Part II, Code of Ordinances, Chapter 6 Alcoholic Beverages; Chapter 6 – Alcoholic Beverages; Chapter 6 – Alcoholic Beverages, Article II – Special Amusement, Division 1 – Generally, Section 6-26 – Definitions, Section 6-27 – Purpose, Section 6-30 – Admission Charge; Chapter 6 – Alcoholic Beverages, Article II – Special Amusement, Division 2 – Permit, Section 6-61 – Required, Section 6-67 – Term.

BACKGROUND: This ordinance change was presented to the Town Council associated with Special Amusement Permits. The request for Special Amusement amendments came about due to a business that served food (did not serve liquor) and provided outdoor musical entertainment. Current ordinances require Special Amusement Permits for premises that sell liquor consumed on premises and have music, dancing or entertainment of any sort. Bars and restaurants are the most common uses required to secure Special Amusement Permits. Restaurants and other uses that serve food and do not sell liquor on premises are not required to secure a Special Amusement Permit.

In consideration of how this matter came to the Town’s attention, the Council is considering whether to require Special Amusement Permits for premises that serve food to be consumed on or off site and have music (except a radio), dancing or entertainment of any sort but do not sell liquor consumed on premises.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Amend the Old Orchard Beach Code of Ordinance as follows: Table of Contents – Part II, Code of Ordinances, Chapter 6 Alcoholic Beverages; Chapter 6 – Alcoholic Beverages; Chapter 6 – Alcoholic Beverages, Article II – Special Amusement, Division 1 – Generally, Section 6-26 – Definitions, Section 6-27 – Purpose, Section 6-30 – Admission Charge; Chapter 6 – Alcoholic Beverages, Article II – Special Amusement, Division 2 – Permit, Section 6-61 – Required, Section 6-67 – Term.

VOTE: Unanimous.

6407 Discussion with Action: Set a Public Hearing date of May 19, 2015 to Amend the Town of Old Orchard Beach Code of Ordinances as follows: Chapter 78 – ZONING, Article I – IN GENERAL, Section 78-1 – DEFINITIONS; Chapter 78 – ZONING, Article VI – DISTRICTS, Division 8 – GENERAL BUSINESS DISTRICT 1 (GB-1), Section 78-803 – CONDITIONAL USES; Chapter 78 – ZONING, Article VI – DISTRICTS, Division 11 – INDUSTRIAL DISTRICT (ID), Section 78-903 – CONDITIONAL USES and Section 78-904 – PROHIBITED USES; Chapter 78 – ZONING, Article VI – DISTRICTS, Division 16 – HISTORIC OVERLAY DISTRICT (HO), Section 78-1135 – PROHIBITED USES; Chapter 78 – ZONING, Article VII – CONDITIONAL USES, Division 2 – CONDITIONS, Section 78-1277 – MEDICAL MARIJUANA; Chapter 18 – BUSINESSES, Article XI – RESERVED, Sections 18-601 – 18-606 – Reserved; Appendix A –

**SCHEDULE OF LICENSE, PERMIT AND APPLICATION FEES – LICENSE
ORDINANCE CATEGORIES.**

BACKGROUND:

FROM: Jeffrey Hinderliter, Town Planner
SUBJECT: Proposed Medical Marijuana Ordinance, Draft 2
DATE: 5 May 2015

At the 21 April 2015 Council Meeting, the Council voted in favor of several changes to the proposed Medical Marijuana Ordinance. These changes include:

1. Increasing the minimum distance, from 250 feet to 500 feet, that a Medical Marijuana Registered Dispensary and a Medical Marijuana Production Facility can be located to the nearest point on the boundary of any property which is occupied by a licensed day care facility, school, Town park, Town playground or church.
2. Allowing a Medical Marijuana Production Facility as a Conditional Use within the Industrial Zoning District.
3. Adjusting the proposed ordinance Performance Standards to include more specific language (e.g.,

During the same meeting, the Town Attorney informed the Council that the only ordinance change that the Council must hold at the next public hearing is the one which allows a Medical Marijuana Production Facility as a Conditional Use in the Industrial District. The Ordinance within your 5 May Packet reflects this change.

**Medical Marijuana Ordinances
(Draft 2 – 5 May 2015. Industrial District Amendment)**

Amendment to Chapter 78 – ZONING, Article I – IN GENERAL, Section 78-1 – DEFINITIONS

Section 78-1 shall be amended by adding the underscore language as follows:

Marijuana: As defined in State Administrative Rules (10-144 CMR Chapter 122), §1.17, "Marijuana."

Medical Marijuana: Marijuana that is acquired, possessed, cultivated, manufactured, used, delivered, transferred or transported to treat or alleviate a qualifying patient's debilitating medical condition or symptoms associated with the qualifying patient's debilitating medical condition.

Medical Marijuana Caregiver: A person, licensed hospice provider or licensed nursing facility that is designated by a qualifying patient to assist the qualifying patient with the medical use of marijuana in accordance with state law. A person who is a medical marijuana caregiver must be at least 21 years of age and may not have been convicted of a disqualifying drug offense.

Medical Marijuana Land Uses: Any of 3 types of land uses, defined below, that cover the full range of options for lawful cultivating, processing, storing and distributing medical marijuana.

Medical Marijuana Home Production (Land Use): Cultivating, processing and/or storing of medical marijuana by a qualifying patient at their own residence or a medical marijuana caregiver at their own primary year-round residence for use by a qualifying patient. This use shall be considered an accessory use.

Medical Marijuana Production Facility (Land Use): A facility used for cultivating, processing, and/or storing medical marijuana by one or more medical marijuana caregiver(s) at a location which is not the medical marijuana caregiver's primary year-round residence or their patient's primary year- round residence. This shall be considered a commercial use.

Medical Marijuana Registered Dispensary (Land Use): A not-for-profit entity registered pursuant to state law that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses marijuana, paraphernalia or related supplies and educational materials to qualifying patients and the primary caregivers of those patients. Note that a dispensary may be either a single facility, or it may be divided into two separate but related facilities where growing is done at only one of the facilities. This shall be considered a commercial use.

Amendment to Chapter 78 – ZONING, Article VI – DISTRICTS, Division 8 – GENERAL BUSINESS DISTRICT 1 (GB-1), Section 78-803 – CONDITIONAL USES

Section 78-803 shall be amended by adding the underscore language as follows:

- (5) Medical Marijuana Production Facility
- (6) Medical Marijuana Registered Dispensary

Amendment to Chapter 78 – ZONING, Article VI – DISTRICTS, Division 11 – INDUSTRIAL DISTRICT (ID), Section 78-903 – CONDITIONAL USES

Section 78-903 shall be amended by adding the underscore language as follows:

- (7) Medical Marijuana Production Facility

Amendment to Chapter 78 – ZONING, Article VI – DISTRICTS, Division 11 – INDUSTRIAL DISTRICT (ID), Section 78-904 – PROHIBITED USES

Section 78-904 shall be amended by adding the underscore language as follows:

- (11) Medical Marijuana Registered Dispensary

Amendment to Chapter 78 – ZONING, Article VI – DISTRICTS, Division 16 – HISTORIC OVERLAY DISTRICT (HO), Section 78-1135 – PROHIBITED USES

Section 78-1135 shall be amended by adding the underscore language as follows:

- (8) Medical Marijuana Production Facility
- (9) Medical Marijuana Registered Dispensary

Amendment to Chapter 78 – ZONING, Article VII – CONDITIONAL USES, Division 2 – CONDITIONS, Section 78-1277 – MEDICAL MARIJUANA

Division 2, Section 78-1277 shall be amended by adding the underscore language as follows:

Sec. 78-1277 – Medical Marijuana

The purpose of this Section and related provisions of Article VII is to control the cultivation, processing, storage and distribution of medical marijuana by controlling land uses consistent with

State law and in a manner that prevents unintended consequences that could adversely impact the Town and its residents.

(a) Approval Process: Any proposal to establish a new or alter an existing Medical Marijuana Registered Dispensary or Medical Marijuana Production Facility shall require approval of the Planning Board as a Conditional Use. The Planning Board and applicant shall follow the Application and Review Process (Sec. 78-1238), Standards (Sec. 78-1240), Authority (Sec. 78-1266), and this Section (Sec. 78-1277) within Article VII. Notification of site walks and public hearings shall include all property owners within 1,000 linear feet, measured in a straight line from the property boundary of the proposed Dispensary or Facility. Notification of property owners shall be mailed at least 10 days before the scheduled site walk and public hearing. Applicants shall be responsible for mailing notifications to property owners to the addresses identified on a mailing list provided by the Town. In addition to other public notification requirements, the Town shall notify the Old Orchard Beach Police Department and the Maine Department of Health and Human Services, Division of Licensing and Regulatory Services prior to the public hearing on any application.

(b) State Authorization: Before submission of a Conditional Use Application, the applicant must demonstrate their authorization to cultivate, process and store medical marijuana pursuant to the Maine Use of Medical Marijuana Program.

(c) Exemptions: As an accessory use, Medical Marijuana Home Production shall be allowed in any qualifying patient's residence or any medical marijuana caregiver's primary year-round residence in every base zone and overlay zone, without any requirement for land use permitting.

(d) Performance Standards: In addition to other requirements of this Section and related provisions of Article VII and other Chapters within the Town of Old Orchard Beach Code of Ordinances, the following shall apply to any application for a new or altered medical marijuana registered dispensary or a medical marijuana production facility:

(1) Medical Marijuana Registered Dispensary Limit. There shall be no more than one Medical Marijuana Registered Dispensary in the Town of Old Orchard Beach.

(2) Medical Marijuana Production Facility Limit. There shall be no more than four Medical Marijuana Caregivers allowed to operate within a single Medical Marijuana Production Facility.

(3) Proximity Limit. Only one Medical Marijuana Registered Dispensary or Medical Marijuana Production Facility shall be permitted per lot. Additionally, no Medical Marijuana Production Facility shall be located on a lot that is within 250 feet of another lot on which a Medical Marijuana Production Facility or Medical Marijuana Registered Dispensary is located. This separation requirement will prevent a concentration of these facilities and helps to ensure compliance with the State prohibition against collectives.

(4) Proximity Location to other Uses. No Medical Marijuana Registered Dispensary or Medical Marijuana Production Facility shall be closer than 250 linear feet, measured in a straight line from the Dispensary or Facility building entrance, to the nearest point on the boundary of any property which is occupied by a licensed day care facility, school, Town park, Town playground or church.

(5) Security. Before granting an approval, the Planning Board shall ensure the applicant has reviewed their property and building security plans with the Old Orchard Beach Police Department and the Police Department finds the security measures are consistent with State requirements.

(6) Outside Appearance. No signs containing the word “marijuana,” or a graphic/image of any portion of a marijuana plant or otherwise identifying medical marijuana shall be erected, posted or in any way displayed on the outside of a Medical Marijuana Registered Dispensary or a Medical Marijuana Production Facility. Interior advertisements, displays of merchandise or signs depicting the activities of a Medical Marijuana Registered Dispensary or a Medical Marijuana Production Facility shall be screened to prevent public viewing from outside such facility.

(7) Odors. No use shall emit offensive, harmful, or noxious odors beyond the property line.

(8) Business License. As a condition of use, the operator of a Medical Marijuana Registered Dispensary or a Medical Marijuana Production Facility shall obtain and retain all required business licenses pursuant to Chapter 18 - Businesses. The land use approval shall be considered abandoned if no license- holder occupies the Facility for a period of 2 years of more.

Amendment to Chapter 18 – BUSINESSES, Article XI – RESERVED, Sections 18-601 – 18-606 – Reserved

Article XI, Sections 18-601 - 18-606 shall be amended by deleting the ~~strikethrough~~ language as follows:

ARTICLE XI. — RESERVED

Secs. 18-601 — 18-606. — Reserved.

Article XI, Section 18-601 – 18-603 shall be amended by adding the underscore language as follows:

ARTICLE XI. – MEDICAL MARIJUANA REGISTERED DISPENSARY or MEDICAL MARIJUANA PRODUCTION FACILITY

DIVISION 1 – GENERALLY

Sec. 18-601 – Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

Medical Marijuana: Marijuana that is acquired, possessed, cultivated, manufactured, used, delivered, transferred or transported to treat or alleviate a qualifying patient’s debilitating medical condition or symptoms associated with the qualifying patient’s debilitating medical condition.

Medical Marijuana Caregiver: A person, licensed hospice provider or licensed nursing facility that is designated by a qualifying patient to assist the qualifying patient with the medical use of

marijuana in accordance with state law. A person who is a medical marijuana caregiver must be at least 21 years of age and may not have been convicted of a disqualifying drug offense.

Medical Marijuana Land Uses: Any of 3 types of land uses, defined below, that cover the full range of options for lawful cultivating, processing, storing and distributing medical marijuana.

Medical Marijuana Home Production (Land Use): Cultivating, processing and/or storing of medical marijuana by a qualifying patient at their own residence or a medical marijuana caregiver at their own primary year-round residence for use by a qualifying patient. This use shall be considered an accessory use.

Medical Marijuana Production Facility (Land Use): A facility used for cultivating, processing, and/or storing medical marijuana by one or more medical marijuana caregiver(s) at a location which is not the medical marijuana caregiver's primary year-round residence or their patient's primary year-round residence. This shall be considered a commercial use.

Medical Marijuana Registered Dispensary (Land Use): A not-for-profit entity registered pursuant to state law that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses marijuana, paraphernalia or related supplies and educational materials to qualifying patients and the primary caregivers of those patients. Note that a dispensary may be either a single facility, or it may be divided into two separate but related facilities where growing is done at only one of the facilities. This shall be considered a commercial use.

Sec. 78-602 – Purpose

The purpose of this Article is to control the cultivation, processing, storage and distribution of medical marijuana by controlling land uses consistent with State law and in a manner that prevents unintended consequences that could adversely impact the Town and its residents.

Sec. 78-603 – Medical Marijuana License

This license shall be required for a Medical Marijuana Registered Dispensary or Medical Marijuana Production Facility. The following shall apply:

- (1) Town Approvals. Before issuance, renewal or amendment of a License, the applicant shall secure applicable Town of Old Orchard Beach approvals including, but not limited to, Conditional Use.
- (2) State Authorization. Before issuance, renewal or amendment of a License, the applicant must demonstrate their authorization to cultivate, process and store medical marijuana pursuant to the Maine Use of Medical Marijuana Program. Loss of such State authorization shall automatically invalidate the Town-issued License.
- (3) Inspections Required. At initial and subsequent licensing, the Old Orchard Beach Police Department, Fire Department and Code Enforcement Officer shall inspect the premises to ensure security meets State requirements and applicable Town of Old Orchard Beach licensing criteria.

Article XII, Sections 18-601 - 18-606 shall be amended by adding the underscore language as follows:

ARTICLE XII. – RESERVED

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

VOTE: Unanimous.

6410 Discussion with Action: Appoint Michelle Belanger as a regular member of the Community Animal Watch Committee, term to expire 12/31/15.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Appoint Michelle Belanger as a regular member of the Community Animal Watch Committee, term to expire 12/31/15.

VOTE: Unanimous.

6411 Discussion with Action: Approve the Special Event Permit Application for Thornton Academy to hold a Beach Picnic, to include a Campfire, for their off-Campus Life Programs, on the beach at the end of Colby Avenue on Friday, May 29th, 2015, from 5:00 p.m. to 8:00 p.m.; and a request to waive the fee.

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

VOTE: Yea: Councilors Kelly, Vice Chair Thornton, Councilor Tousignant
Nea: Chair O'Neill, Councilor Blow

6412 Discussion with Action: Approve the Special Event Permit application for Palace Playland and the Pier to hold Fireworks displays every Thursday at 9:45 p.m. on the beach in front of Palace Playland, starting June 25th, 2015 to September 3rd, 2015, to also include July 3rd and 4th, with a rain date of July 5th. Approval by the State Fire Marshall's Office to be provided to the Town Clerk's Office at least one week prior to the first display; and a request to waive the fee.

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

VOTE: Unanimous.

6413 Discussion with Action: Approve the Special Event Permit application for Spike University, LLC to hold an Old Orchard Beachfest Volleyball Tournament on Sunday, May 31st, 2015, on the beach in front of Palace Playland. Set-up from 5-8 a.m.; Tournament 8 am to 3 p.m.; breakdown 3-5 p.m. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least two weeks prior to the event.

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

VOTE: Unanimous.

6414 Discussion with Action: Authorize the Town Manager to sign the easement with Central Maine Power for the installation of a Mid Span Pad Transformer for the Skateboard Park on Ballpark Way.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Authorize the Town Manager to sign the easement with Central Maine Power for the installation of a Mid Span Pad Transformer for the Skateboard Park on Ballpark Way.

VOTE: Unanimous.

GOOD AND WELFARE:

JOHN BIRD: He reminded everyone to attend the RSU Budget Hearing for over 50% of the Town's Budget relates to the school.

JEROME BEGART: He talked about Saco Biddeford Savings Bank rescinding their decision to build the assessable access to Harmon Museum and asked about the legal contractual agreement.

KIM MCLAUGHLIN: As the Town Clerk she invited everyone to the RSU Budget Hearing on the 13th of May at the High School and reminded everyone to vote on June 9th.

ADJOURNMENT:

MOTION: Councilor Blow motioned and Councilor Tousignant seconded to Adjourn the Town Council Meeting at 8:28 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 thirty-two (32) pages is a copy of the original Minutes of the Town Council Meeting of May 5, 2015.

V. Louise Reid