

**TOWN OF OLD ORCHARD BEACH  
TOWN COUNCIL MEETING  
Tuesday, November 17, 2015  
TOWN HALL CHAMBERS  
7:00 p.m.**

**A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, November 17, 2015. Chair O'Neill opened the meeting at 7:03 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**

**ACKNOWLEDGEMENTS:**

**CHAIR: We offer a moment of silence as we consider the tragedy this past weekend in Paris. Our thoughts and prayers go out to all those who suffered loss and injury. Old Orchard has many French citizens, residents and visitors, and to all we offer our support and encouragement.**

**COUNCILOR KELLEY:**

**On Saturday, November 21<sup>st</sup> from 3:00 p.m. to 7:00 p.m. the Community Animal Watch will be having a Holiday Fair at the Brunswick. There will be raffles, Thanksgiving and Christmas items for sale. The Committee will also be accepting donations of cat and dog food. The Committee is looking for new items to have donated and would appreciate your call to the Committee at 289-5002. All funds will be donated to the care and keeping of animals. Please support this important event. Go to our website and see all the important activities of not only the Chamber of Commerce but the OOB365 scheduled during this holiday season and also New Year's Eve. We so appreciate the work of both these groups and activities scheduled for the enjoyment of us all.**

**COUNCILOR BLOW:**

**Please join OOB365 in their annual Community Dinner to be held Sunday, November 22, 2015 at the Lions Club at 128 Saco Avenue from 1:00 p.m. to 5:00 p.m. Everyone is invited. If you want to donate some food or even a monetary donation, please contact Sharri MacDonald at 590-4201. This is a great event with a great Turkey dinner and a chance to visit with friends and neighbors.**

## **ACCEPTANCE OF MINUTES:**

Accept the Town Council Meeting Executive Committee Minutes of October 20, 2015; the Town Council Meeting Minutes of October 20, 2015; the Town Council Workshop Minutes of October 20, 2015; the Town Council Workshop Minutes of October 28, 2015, and the Special Town Council Minutes of October 28, 2015.

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

**VOTE:** Unanimous.

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

**CHAIR:** I open this Public Hearing at 7:06 p.m.

Susan A. Hughes (205-16-3-8C), 9 Cascade Road, Unit C8, one year round rental; Patricia Griffin (303-3-11), 6 Saunders Avenue, one year round rental; and John & Elizabeth Morich (313-2-1-5), 1 Bay Avenue, #5, one year round rental.

**CHAIR:** I close this Public Hearing at 7:07 p.m.

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

**VOTE:** Unanimous.

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

**Possible Gas service extension:** Met with representatives from Unitil regarding possible extension of natural gas service along Date Street to provide service to Beachmont and Pond View. As well as a possible extension of service to Walnut Street. This is a decision that Unitil controls and they may be contacting property owners to discuss possible conversion even in the area of Acorn Village. Walnut Street is getting paved but the portion not being done is waiting to see what Unitil decides so that we don't have to pave twice. There is still work left to be done on the Saco Avenue intersection. This is managed by the State Department of Transportation. Most importantly the new signal stanchions and arms have yet to be installed. Once those are in the new lane alignments it will be much easier for drivers to identify since lights and signs should be properly aligned with the travel lanes. In addition the sidewalk at the corner of the fire station will be completed at that time. Give credit to Chief Kelley and to Interim Public Works Director Marc Guimont for their work in pushing DOT to take temporary steps to better identify the new lane configurations. The proposed Dunkin Donuts project at Saco Avenue and Smithwheel Road will get an initial review at the December Planning Board meeting. Town staff is continuing our efforts to get DOT to place a signal at the intersection or make other changes to ensure a safe and effective traffic situation for vehicles and pedestrians. Met with Town Clerk Kim McLaughlin and the Assistant Town Manager, V. Louise Reid, to consider changes to the application process for Boards and Committees. We are asking for individuals who wish to serve to provide a resume and a cover and then considering an interview process before bringing names to the Town Council for appointment.

Milliken Street location for handling downtown and beach trash services is still being discussed. Staff met with our engineering consultants from Wright Pierce to look at location issues related to soil conditions, drainage, and possible flood plain considerations so that we can bring information to the Town Council as early as the December meeting.

**NEW BUSINESS:**

# 6524 Discussion with Action: Approval to Purchase a Taskmaster Grinder for Waste Water Department from Franklin Miller at a cost of \$17,795 from Account Number 30181-50853 – Sewer Revenue Fund, with a balance of \$720,977.27.

**BACKGROUND:**

Old Orchard Beach Wastewater Facility  
Phone - 934-4416 ~ Fax - 934-7951  
cwhite@oobmaine.com  
Mail/Billing: OOB Town Hall~1 Portland Avenue~Maine, 04064  
Shipping: OOB Wastewater Facility~24 Manor Street~Maine, 04063

The OOB Wastewater Department is requesting the replacement of an existing Franklin Miller channel grinder at the Halfway PS. The quote is for the grinder portion only. The motor and control panel can be retrofitted. I have estimated that there will be an additional \$500 in electrical work. Installation will be done by OOB maintenance staff.

In the absence of the grinder, the flow will need to be rerouted through a manual bar rack. This will require staff to clean the bar rack daily. Due to the pump station design, access to the bar rack is limited. There is also a potential for the bar rack to 'clog' during high flows. For these reasons it is our preference to limit the amount of down time.

The grinder has three parts to it. The motor, control panel and the grinding unit. We are reusing the motor and control panel and just purchasing the grinding unit. As is typical with most equipment, equipment manufacturers have one sales reps for certain regions. In this case I am going direct to the manufacturer. In order to go to bid I would need to replace motor, control panel and grinding unit. I can explore that option if the council would like me to.

Christopher White  
Wastewater Superintendent

**FRANKLIN MILLER QUOTE:**

Quantity	Description	Price	Totals
	Ref: Matl: WASTEWATER Max: 2.6 MGD		
	TASKMASTER® GRINDER, Model TM14024 as follows:		
	- Nom. 14" x 24" Cutting Chamber, D.I. Housing		
	- Cutter Cartridges: 7Tooth Cam Cutters, 4140 H.T.		
	- TITAN Cutters - 4140 H.T. High Flow		
	- Mechanical Seals: Severe Duty TC vs TC in Cartridge		
	- Hardened Stainless Steel Seal Cartridge Elements		
	- Fully Replaceable Wear Elements		
	- 2" Hexagonal Shafting, 4140 H.T.		

- Coupling Set

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Total Lump Sum: \$17,795.00

Prices are Valid Until Wednesday, December 02, 2015

Terms: Net 30 days from shipment (subject of approval by Franklin Miller, Inc. Accounting Dept.).

Freight Allowed to Jobsite.

Delivery is 1 to 2 weeks after receipt of approval.

Sales Tax (CA, NY, NJ) if applicable, will be added to Invoice.

Thank you for this opportunity to be of service.

This quote is subject to Franklin Miller Standard Warranty, Terms and Conditions attached. Prices do not include applicable taxes.

**MOTION:** Vice Chair Thornton motioned and Councilor Kelley seconded to Approve Purchase of a Taskmaster Grinder for Waste Water Department from Franklin Miller at a cost of \$17,795 from Account Number 30181-50853 – Sewer Revenue Fund, with a balance of \$720,977.27.

**VOTE:** Unanimous.

# 6525 Discussion with Action: Accept or Deny Bids for Sale of Surplus Goods as advertised on [www.oobmaine.com](http://www.oobmaine.com)

**BACKGROUND:**

The Old Orchard Beach Public Works Department went out for a sealed bid auction for surplus vehicles and equipment. Items were viewed and bid forms were obtained at the Old Orchard Beach Public Works Department, 103 Smithwheel Road, Old Orchard Beach Maine between the hours of 7:00AM and 3:00PM. Sealed bids were received by the Department no later than 10:00AM, Monday, October 19, 2015.

Item	High Bid
F150 Truck Cap	\$250.00
2002 International 2500 with wing	\$4,369.00
1991 International Flat Bed F4700LP Rack Body	\$1,866.00
Push Snow blower	\$53.00
Small Wood Chipper	\$165.00
8x8 Dump Body with Piston	\$150.00
Portable Garage	\$555.00
(2) Calcium Tanks	\$27.00
535 Gallon Tank	\$27.00
Town Behind Jetta	\$911.00
9ft Wing	\$238.00
tes for Hopper	\$17.00
Hydraulic Wood Splitter	\$355.00
Speed Sign	\$255.00
Eeler	\$455.00

1989 Ford F350	\$1,266.00
1996 Chevy Tahoe	\$807.00
2001 Dodge Caravan	\$200.00
2001 Ford E150 Van	\$983.49
Caterpillar 300KW 3406 Generator	\$2,675.00

**INVITATION FOR BIDS**

Sealed bids will be received at the Public Works office, 103 Smithwheel Road, Old Orchard Beach, Maine 04064 until October 19, 2015 at 10:00AM, when they will be opened. Highest bidder of every item will be notified. If minimum bid is not met then the item shall go to the next highest bidder. All items are sold as is, where is with no warranty.

Please fill in your bid amounts and information then enclose it in a sealed envelope. Please write the item numbers on the front of the envelope. Then submit to Dept. of Public Works. Should you have any questions or concerns please contact the Department of Public Works at 207-934-2250 between the hours of 7:00AM and 3:00PM.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to Accept Bids for Sale of Surplus Goods as advertised on [www.oobmaine.com](http://www.oobmaine.com)

**VOTE:** Unanimous.

# 6526 Discussion with Action: Accept, with regret, the resignation of David Boudreau from the Zoning Board of Appeals; and Accept, with Regret, the resignation of Gary Curtis from the Business License Administrative Review Board.

**MOTION:** Councilor Kelley motioned and Vice Chair Thornton seconded to Accept, with regret, the resignation of David Boudreau from the Zoning Board of Appeals; and Accept, with Regret, the resignation of Gary Curtis from the Business License Administrative Review Board.

**VOTE:** Unanimous.

# 6527 Discussion with Action: Confirmation of the Appointment of Marc Guimont as Public Works Director, effective November 15, 2015, subject to the terms of a one (1) year employment contract.

**BACKGROUND:**

**EMPLOYMENT AGREEMENT**

THIS Employment Agreement (“Agreement”) is made and entered into this 15th day of November, 2015, between the Town of OLD ORCHARD BEACH, Maine (hereinafter called “TOWN”) and Marc H. Guimont (hereinafter called “EMPLOYEE”) (collectively, “the Parties”), pursuant to the following terms and conditions:

A. WHEREAS, the Parties wish to enter into an Employment Agreement between the TOWN and EMPLOYEE as the Director of Public Works Department of the TOWN;

B. WHEREAS, the Parties desire to (1) secure services of EMPLOYEE as the

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Public Works Director of the TOWN, and (2) define the benefits and working conditions of EMPLOYEE's employment with the TOWN, and (3) to provide a just means for terminating EMPLOYEE's contract of employment at such time as he may be unable to discharge the duties of Public Works Director of the TOWN due to disability, resignation or termination by the TOWN;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the TOWN and EMPLOYEE agree to the following:

1. **DUTIES**

The TOWN hereby agrees to employ EMPLOYEE as the Public Works Director of the TOWN, effective beginning November 15, 2015 (hereinafter called the Employment Date). EMPLOYEE agrees to perform the functions and duties so specified, including civil engineering functions, and to perform such other legally permissible and proper duties and functions as may be set forth in the Statutes of the State of Maine, the Old Orchard Beach Town Municipal Ordinances, any job description (as may be amended from time to time), or as the Old Orchard Beach Town Manager (hereinafter "Town Manager") shall from time to time assign. EMPLOYEE shall report to and be supervised by the Town Manager. The current job description for the position of Old Orchard Beach Director of Public Works is attached hereto as Exhibit A, and incorporated by reference.

EMPLOYEE acknowledges that the position of Public Works Director is a salaried position and not subject to overtime pays, fixed hours or schedule. EMPLOYEE acknowledges the importance of the Director's availability during normal Town business hours and attendance at meetings as needed, and after normal Town business hours as the needs of the Public Works Department may dictate and as determined by the Town Manager.

2. **COMPENSATION AND EVALUATION**

(a) The TOWN agrees to pay EMPLOYEE the salary of Seventy Seven Thousand Five Hundred Dollars (\$77,500.00) annually, payable in such installments as the TOWN may from time to time determine for all management employees. Salary payments will occur on regular Town pay dates, and will be made by direct deposit to a financial institution of EMPLOYEE's choosing.

(b) The Town Manager will establish, in consultation with EMPLOYEE, performance goals for EMPLOYEE within 30 days of execution of AGREEMENT AND the Town Manager will meet with EMPLOYEE and complete a written progress evaluation of the EMPLOYEE'S performance prior to completion of six months of service and again prior to completion of eleven months of service. This evaluation process will help define goals and performance objectives for the EMPLOYEE'S management of the Public Works Department, The failure or inability of the Town Manager to conduct such an evaluation due to circumstances or timing shall not constitute a breach of this Agreement or be construed as an endorsement or criticism of EMPLOYEE's performance.

3. **TERM OF EMPLOYMENT**

(a) **Contract Term.** The term of this EMPLOYEE'S employment shall be for one (1) year, commencing on November 15, 2015, and expiring on November 14, 2016, (the "Expiration Date"); subject, however, to the probationary requirements of the Town

Charter.

(b) If no later than sixty (60) days prior to the Expiration Date the Town notifies EMPLOYEE in writing that it will not extend this Agreement beyond the initial term set forth in this Section 3(a), the severance provisions described in Section 10(c) of the Agreement will not apply, and this Agreement and EMPLOYEE'S employment will terminate on the Expiration Date.

(c) Extension Period. If the Town wishes to enter into an agreement extending EMPLOYEE's employment beyond the Expiration Date, the Town will provide EMPLOYEE with notice of such intent no later than sixty (60) days prior to the Expiration Date. If EMPLOYEE agrees to enter into an extended agreement, the Parties will thereafter negotiate a successor agreement, and this Agreement will terminate on the Expiration Date.

(d) Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the EMPLOYEE to resign at any time from his position with the TOWN, subject only to the provisions set forth in Section 10(b) of this Agreement.

(e) Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the Town, upon receipt of written notice from the EMPLOYEE that he does not wish to extend the Agreement beyond the Initial Term set forth in Section 3(a), from either (1) paying the EMPLOYEE's remaining notice period in lieu of work; or, alternatively (2) invoking and utilizing the severance provisions set forth in Section 10(c) herein.

4. RETIREMENT PLAN

The Town will contribute an amount equal to five percent (5%) of the EMPLOYEE's salary to the International City Manager's Association Retirement Corporation's (ICMA-RC) retirement fund.

5. AUTOMOBILE ALLOWANCE

Employee shall be reimbursed for reasonable travel expenses for travel approved in advance by the Town Manager, properly accounted for, and incurred in connection with services provided to Town.

6. INSURANCE COVERAGE

(a) The TOWN will provide health insurance coverage for the EMPLOYEE or compensation in lieu of health insurance coverage in accordance with the applicable provisions of the Town's Personnel Policy.

(b) Should the TOWN offer access to dental insurance coverage for the EMPLOYEE, his spouse, and immediate family, the cost of the Dental coverage will be shared in the same manner as done for non-union employees.

7. VACATION, HOLIDAY, SICK PAY, AND OTHER FRINGE BENEFITS

(a) EMPLOYEE is granted vacation time at the rate of four (4) weeks per year, the use and scheduling of which shall be at the approval of the Town Manager, which shall not be unreasonably denied.

(b) Upon termination, whether voluntary or involuntary, the TOWN will compensate the EMPLOYEE for all accrued and unused vacation leave as of his

termination date, subject to the provisions set forth in Section 10, paragraph (b) of this Agreement.

(c) Sick leave is accumulated at the rate of one day(s) per month to a maximum of one hundred twenty (120) days (or consistent with that provided to other non-union employees.)

(d) EMPLOYEE is granted legal holidays as recognized by the TOWN and consistent with that of other non-union employees.

(e) Bereavement days will be provided in accordance with the Town Personnel Policy and consistent with that permitted for other non-union employees.

8. **BUSINESS EXPENSES and TECHNOLOGY**

The TOWN shall reimburse EMPLOYEE for all town related expenses approved by the Town Manager. The TOWN will compensate the employee \$360, payable at a prorated amount each pay period, for his use of his personal cell phone for Town business.

9. **LICENSES**

(a) EMPLOYEE shall maintain at all times a Professional Engineering License valid in the State of Maine.

10. **TERMINATION AND SEVERANCE PAY**

(a) At any time during the term of this Agreement, the Town Manager may, after written notice, an opportunity to be heard, and upon a finding of good cause, terminate the EMPLOYEE'S employment. Examples of good cause include, but are not limited to, such serious incidents as insubordination, misconduct, theft, failure or refusal to carry out the duties of Public Works Director, neglect of office, significant absences without reasonable excuse or approval, off-duty conduct that brings the Town and EMPLOYEE into disrepute, and the like. EMPLOYEE agrees and acknowledges said termination is final and is not subject to a hearing before the Town Council. Any termination of the EMPLOYEE'S employment for good cause must conform to the parameters for cause recognized under Maine law. If terminated for good cause, EMPLOYEE acknowledges that he shall not be entitled to severance pay, including the severance pay described in Sections 10(c).

(b) In the event the EMPLOYEE voluntarily resigns his position with the TOWN before the expiration of the aforesaid term of employment, then the EMPLOYEE shall give the TOWN forty-five (45) days written notice in advance. In the event the EMPLOYEE fails to give the required 45-day notice, any accumulated vacation pay will be forfeited. EMPLOYEE shall not be entitled to severance pay, including the severance pay described in Section 10(c), in the event of voluntary resignation. At its discretion, the Town may elect to pay EMPLOYEE in lieu of working any notice period

(c) In the event the EMPLOYEE'S employment with the TOWN is terminated in writing by the TOWN for any reason other than for (i) good cause or (ii) by notice of non-extension set forth in Section 3(b), he shall be paid six weeks of salaried compensation and shall be compensated for accrued but unused vacation up to the date of termination.

(1) By executing this Agreement, EMPLOYEE acknowledges that the severance pay set



forth herein is fair, reasonable, and sufficiently compensates him in the event the Town terminates this Agreement for any reason other than for cause.

(2) EMPLOYEE further promises and agrees that he shall execute a comprehensive release and waiver of claims in exchange for and prior to receiving the severance pay set forth in this Agreement.

11. **RESIDENCY AND OUTSIDE EMPLOYMENT**

(a) The EMPLOYEE agrees to maintain a primary residence located no more than a twenty mile radius from the Town of Old Orchard Beach.

(b) The EMPLOYEE agrees that his employment with the Town is and shall be his primary employment, and that he will devote his full efforts and time to the position. During the term of this Agreement, EMPLOYEE agrees not to secure or be employed in any other employment or business, as an employee, partner or owner, without first obtaining the prior written permission of the Town Manager. In no event shall the EMPLOYEE engage in any such outside employment that interferes with his ability to fully perform any aspect of the job of Public Works Director. EMPLOYEE agrees that any violation of this provision shall constitute cause for the Town to terminate the Agreement pursuant to Section 10(a) herein.

12. **GENERAL PROVISIONS**

(a) This Agreement becomes effective as of the date of its execution.

(b) If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, by a court of competent jurisdiction, the remainder of this Agreement is not affected and remains in full force and effect.

(c) No term or provision of this Agreement is deemed to have been waived by either party unless such waiver is in writing and signed by both Parties.

(d) This Agreement may be amended at any time in writing and must be duly executed by both Parties.

(e) The subject headings of the Sections of this Agreement are included for the purpose of convenience only and do not affect the meaning, construction or interpretation of any provision of this Agreement.

(f) This Agreement shall be governed by the laws of the State of Maine.

(g) A copy of EMPLOYEE's State of Maine Professional Engineering License will be provided to the Town prior to execution of this agreement.

13. **ARBITRATION**

The Parties agree that this Agreement is a contract, and that any dispute over the terms, meaning, interpretation, execution or implementation of this Agreement shall be submitted to arbitration before the American Arbitration Association (AAA). Each party agrees to equally split the cost of the arbitrator's fee, and to be individually responsible for their own costs of arbitration, including all attorneys' fees, if any. Prior to arbitration, any party disputing any provision of this Agreement is required to first notify the other party in writing of the nature of the dispute, and allow the other party thirty (30) days to cure or

**resolve the dispute. If no resolution is in place within that period, or if the Parties have not mutually agreed in writing to extend the resolution period, then the dispute shall then be submitted to arbitration. The Parties agree that the decision of the AAA arbitrator shall be final. The Parties agree that the laws of the State of Maine shall govern said arbitration.**

**IN WITNESS WHEREOF, and intending to be legally bound, the Parties have, in good faith, executed this Agreement on the day and year below written.**

**Marc H. Guimont, P.E.**  
**131 Temple Avenue, #9**  
**Old Orchard Beach, ME 04064**  
**(207) 446-6649**  
**marc.h.guimont@gmail.com**

**Experience: Underwood Engineers, Portsmouth, NH 2006 to 2013**  
**Resident Project Representative:**

Resident Engineer for several municipal projects. These included downtown revitalization and under grounding of all utilities; dam rehabilitation; sewer rehabilitation; construction of drain mains and replacement of old water lines.

Taught the OSHA 10 hour construction safety class for company employees and was involved in company marketing.

**Maine Department of Transportation**  
**Region Manager, Southern Region**

Responsible for State Transportation facilities in southern Maine including: safety of personnel; safety of the public; planning maintenance activities to ensure system reliability.

**Director of Maintenance and Operations**

Senior management position responsible for directing all MDOT Bureau of Maintenance and Operations activities through a staff of 1500 engineers, technicians, support personnel and crew to keep the State's transportation system functioning effectively.

**Director of Right-of-Way**

Management of MDOT Right-of-Way Division. Work included acquisition, relocation and Management of MDOT necessary for the transportation system and for coordination of utilities within the State's rights-of-way.

**City of Augusta, Maine**  
**Director of City Services**

Senior position in the City responsible for the management of the Bureaus of Code Enforcement, Engineering, Planning, Public Works and Solid Waste. Responsible for the development of city policies and capital programs for long term needs; physical plan and the implementation of these policies and programs.

**Interim City Manager**

Chief executive officer for the City of Augusta during its search for a permanent City Manager.

**City of Portland, Maine**

City Engineer of the City of Portland responsible for the management of the Engineering Division and the Public Buildings Division.

Work included design and development of municipal farcialities including buildings, roads, sewers and drains and maintenance of approximately 50 public buildings.

**City of Rockland, Maine**

**UDAG Director**

Program Director and engineer for the City's Urban Development Action Grant. Work included program administration, design and construction supervision of the reconstruction of Main Street.

**Westbrook (Maine) Urban Renewal Authority**

**Executive Director**

Program management of a central business district urban redevelopment project. Work included property acquisition, relocation and management of design and construction of public improvements.

**Education:** M.Eng, Civil Engineering (Transportation Planning),  
University of New Brunswick, Canada  
B.Sc., Civil Engineering, University of Maine

**License:** Registered Professional Engineer, State of Maine, #3084

**MOTION:** Councilor Tousignant motioned and Vice Chair Thornton seconded to Confirm the Appointment of Marc Guimont as Public Works Director, effective November 15, 2015, subject to the terms of a one (1) year employment contract.

**VOTE:** Unanimous.

The Town Manager expressed his sincere appreciation to Marc Guimont as the Interim Public Works Director over the past year and looks forward to working with him in the coming year.

**# 6528 Discussion with Action:** Approve the Special Event Permit application for RAID Events LLC to hold Beach Raid on the beach on Saturday, September 10<sup>th</sup> from 8 a.m. to 1 p.m.; set up on September 8<sup>th</sup> and 9<sup>th</sup> from 8 a.m. to 6 p.m.; and take down on September 10<sup>th</sup>, 2015 from 1 p.m. to 8 p.m.; \$150 fee due within one week of approval; Insurance listing the Town of Old Orchard Beach as additionally insured to be provided to the Town Clerk's Office at least one month prior to the event.

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

**VOTE:** Unanimous.

There was discussion by John Bird about the donations in the past to Girls on the Run but he noted that there was nothing in this agenda item noting that there would be donation to any group. Parker Swenson who was representing the RAID event indicated that they had not had time to talk with Girls on the Run staff about the donation this year but definitely a donation would be given to some organization. Mr. Swenson described the Girls on the Run program as a program that inspires girls to be joyful, healthy and confident using a fun, experienced-based curriculum which creatively integrates running. They envision a world where every girl knows and activates her limitless potential and is free to boldly pursue her dreams.

The Chair requested that Mr. Bird refrain as has been requested before in addressing issues such as these in special event applications and that he could secure answers to any questions relative to issues on the special event applications from either the Town Manager's office or the Town Clerk's office.

**GOOD AND WELFARE:**

**ADJOURNMENT:**

**MOTION:** Councilor Tousignant motioned and Councilor Kelley seconded to Adjourn the Town Council Meeting at 7:38 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 fourteen (14) pages is a copy of the original Minutes of the Town Council Meeting of November 17, 2015.**

**V. Louise Reid**