

**TOWN OF OLD ORCHARD BEACH  
TOWN COUNCIL MEETING  
Tuesday, June 21, 2016  
TOWN HALL CHAMBERS  
6:30 p.m.**

**A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, June 21, 2016. Chair O'Neill opened the meeting at 6:30 p.m.**

**The following were in attendance:**

**Vice Chair Joseph Thornton  
Councilor Kenneth Blow  
Councilor Jay Kelley  
Town Manager Larry Mead  
Assistant Town Manager V. Louise Reid**

**Absent: Chair Shawn O'Neill  
Councilor Michael Tousignant**

**Pledge to the Flag  
Roll Call**

**EMERGENCY ITEM:**

**VICE CHAIR: May I have a motion to add Agenda Item # 6736 as an Emergency Items to the Agenda this evening, per Section 404.1 of the Town Charter:**

**AGENDA #6736 - Discussion with Action: Approve the purchase of equipment for the Police Department not to exceed \$6,200 from Account Number 30167-50311 – Drug Seizure Expense, with a balance of \$6,259.49.**

**MOTION: Councilor Blow motioned and Councilor Kelley seconded to Add Agenda Item Number #6736 - Discussion with Action: Approve the purchase of equipment for the Police Department not to exceed \$6,200 from Account Number 30167-50311 – Drug Seizure Expense, with a balance of \$6,259.49.**

**VOTE: Unanimous.**

**PRESENTATION:**

**MUSEUM IN THE STREETS  
Megan McLaughlin – Deputy Planner**

**Museum in the Streets is a walking tour made up by a series of panels that fosters a sense of historical identity, educates, encourages preservation of local historic sites and promotes knowledge of stories, events and traditions. The panels invite people to discover our Town's**

unique story at their own pace, over the course of an afternoon or several return visits. The walking tour consists of 20 numbered panels and two directory panels showing their location. The entire tour is less than two miles long and takes an average of two hours including reading time. The locations including the following: Staples Inn, Historical Society, Grand View Inn, Ocean House, Post Office, Seaside Park, Alberta, Hotel Velvet, Pier, Hotel Fiske, 1907 Fire, Auto Races, Seashore House, Palace Ballroom, Brunswick, Train Depot, IOOF, Everett, St. Margaret's Church, Old Orchard House and Staples Inn. Panels measure 20 by 20 inches. Introductory Panels are 48 by 64 inches. Panels are made from Formica and are guaranteed for ten years. Panels include photos from the past and written history in both English and French. The Committee formed in October to discuss initial steps. Town Historian, Dan Blamey, has write-ups and photos ready to go. Integrating Ocean Park – local groups of panels in different locals with two exhibitions in different rooms like you are visiting a Museum. Cost/Fundraising Goal. 30 panels and 2 large, introductory panels at a cost of \$21,913. 20 Panels for Old Orchard Street area; 10 Panels for Ocean Park. Cost includes Designer's work, translation of texts, providing proofs, corrections, preparing the printing discs, fabrication and deliver and the finishing brass hardware. Fundraising ideas include panel dedications – in honor of... plaques on panels. Souvenirs – little plaques on key chains or a film/CD of the tour for visitors to purchase. Megan introduced members of the committee and thanked them for their outstanding work. The Vice Chair also extended his thanks for a great job and an interesting project.

#### **ACKNOWLEDGEMENTS:**

**VICE CHAIR THORNTON :** I am pleased this evening to welcome to our community the following new businesses: Psychic Readings by Mrs. Helen at 26 Old Orchard Street; and The Seaside Motel at 204 Saco Avenue. We wish for each of these businesses our best wishes and a successful summer season to all the businesses in Old Orchard Beach.

#### **ACCEPTANCE OF MINUTES:**

Town Council Minutes of June 7, 2016.

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

**VOTE:** Unanimous.

#### **PUBLIC HEARING:**

**CHAIR:** I open the Public Hearing at 6:45 p.m.

Helen Thompson dba/Psychic Readings by Mrs. Helen (205-4-3-A), 26 Old Orchard Street, Personal Service; Richard & Marie Miles (205-12-16-3), 16 Carll Avenue, Unit #3, one year round rental; Town of Old Orchard Beach dba/The Ballpark (207-3-6X), 7 Ballpark Way, Requesting Council to waive the 2016-2018 Renewal Fees for Victualers with Preparation – No Alcohol Sales; and one (1) Vending Machine license for a total of \$440; Anna Jung (210-1-7-53), 11 Smithwheel Road, Unit #53, one year round rental; Craig McCord (210-2-6-65), 18 Smithwheel Road, Unit #65, one year round rental; Joseph & Lauren Anderson (211-7-18), 176 Temple Avenue, two year round rentals; Zuber Dadabhai dba/Seaside Motel (211-10-2), 204 Saco Avenue, six seasonal rentals, two year round rentals; Michael & Patricia Ng

(309-9-6), 21 Fort Hill Drive, one year round rental; John White (310-6-1-450), 39 West Grand Avenue #450, one year round rental; Betty Lou Annese (312-15-6), 31 Central Park Avenue, one year round rental; Cornelia Cogswell (316-1-3), 19 Odena Avenue, one seasonal rental; and George Hogan (315-7-1), 17 Seacliff Avenue, one seasonal rental.

CHAIR: I close this Public Hearing at 6:46 p.m.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the business licenses as read.

VOTE: Unanimous.

TABLED ITEMS:

These two tabled items were addressed at the last Town Council meeting and are *being addressed this evening as a result of the meeting of the Administrative Review Board* who has made recommendations to the Town Council who will address these two items during this Council meeting.

VICE CHAIR: I open this Public Hearing at

**PUBLIC HEARING AMUSEMENTS PERMITS AND APPROVAL:**

VICE CHAIR: I open this Public Hearing at 6:48 p.m.

Pun Saloon LLC/Keith O'Leary dba/Uptown O'Leary's Public House (206-31-9A), 41 Old Orchard Street, Blues Trios Inside – 8:00 p.m. to 12:00 a.m.

VICE CHAIR: I close this Public hearing at 6:48 p.m.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve/Deny the Amusement Permit for Pun Saloon LLC/Keith O'Leary dba/Uptown O'Leary's Public House (206-31-9A), 41 Old Orchard Street, Blues Trios Inside – 8:00 p.m. to 12:00 a.m.

VOTE: Unanimous.

TABLED ITEM:

**AGENDA ITEM NUMBER 6709**

VICE CHAIR: I open this Public Hearing at 6:49.

Discussion with Action: Approve the Liquor License Renewal of Pun Saloon LLC/Keith O'Leary dba/Uptown O'Leary's Public House (206-31-9A), 41 Old Orchard Street, m-s-v in a Restaurant.

VICE CHAIR: I close this Public Hearing at 6:49.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve/Deny the Liquor License for Pun Saloon LLC/Keith O'Leary dba/Uptown O'Leary's \Public House (206-31-9A), 41 Old Orchard Street, m-s-v in a Restaurant.

**VOTE: Unanimous.**

**TOWN MANAGER'S REPORT:** He reported that he attended a PACTS Meeting regarding transportation funding. Discussed PACTS funding next year for paving projects for Old Orchard Street from Saco Avenue to West Grand Avenue and for Cascade Road from Ross Road to Old Orchard Street. Also discussed PACTS funding in FY19 for Saco Avenue from Union and for Ocean Park Road from Half-Way to I-195. Walking and talking with Downtown maintenance contractor regarding their efforts in trash and maintenance. Met with Fire Chief Farley and the Finance Director on selling old ladder truck. We are hampered by Charter language. Put out for sealed bids with minimum and also worked with a broker to list it nationally. Attended negotiations with the Police Union. Met with residents of Birkdale Circle neighborhood to look at street and sewer infrastructure issues. Working with tax office and legal staff about possible sale of foreclosed property on Smithwheel Road to the former owner. This has been an ongoing project. Submitted a permit application to State for environmental review related to the July 4<sup>th</sup> fireworks display and the plover nesting issue. Reviewed applications for the Fire Chief position. Attended an Administrative Review Board meeting on business license for the O'Leary Pub.

**NEW BUSINESS:**

**# 6720 Discussion with Action:** Re-appoint Daniel Feeney as Code Enforcement Officer (Official), Electrical Inspector and Licensed Plumbing Inspector; re-appoint William DiDonato as Deputy Code Enforcement Officer (Official), Deputy Licensed Plumbing Inspector and Deputy Electrical Inspector; and re-appoint Rodney Belanger as Deputy Electrical Inspector and appoint Rodney Belanger as Deputy Code Enforcement Officer (Official) and Deputy Licensed Plumbing Inspector.

These are yearly appointments/re-appointments of positions within the Municipality.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to approve the yearly appointments/reappointments as read.

**VOTE: Unanimous.**

**# 6721 Discussion with Action:** Approve the Interlocal Agreement for Vehicle Maintenance and Repair Pursuant to 30-A M.R.S.A. Section 2201-2207, for the Old Orchard Beach Fire Department between the Town of Scarborough and the Town of Old Orchard Beach, effective July 1, 2016 through June 30, 2017, with automatic renewal without affirmative action for successive one-year periods, each July 1<sup>st</sup> through June 30<sup>th</sup>, or until termination.

This is an Agreement between the Town of Scarborough and the Town of Old Orchard for Old Orchard Beach's Fire Department to have the vehicle maintenance and repair services to Old Orchard Beach's Fire and Rescue fleet. This Agreement is entered into pursuant to 30-A M. R.S.A. Section 2201-2207. It is expected that Scarborough will furnish the qualified personnel and all necessary facilities and materials to provide this maintenance and repair to Old Orchard Beach. The initial term is from July 1, 2016 through June 2017 with automatic renewal without affirmative action as set forth in the Agreement. This Agreement can be extended for future additional terms by mutual consent of the parties. Payments of services

will be based on actual hourly and benefits costs and related to overhead expenses. During this first year the regular hourly rate will be \$55.23 and the overtime rate shall be \$82.85; thereafter the hourly rate will increase annually by a minimum of 3% on July 1<sup>st</sup> of each year. Initial inventory of the Old Orchard Beach fleet will include the Chief's Car, Command Post, Tower Truck, two pumpers, two rescue, one pick-up truck and one surf rescue. To recoup costs associated with parts procurement and inventory management, a 15% margin will be assessed to items costing \$1,000 or less. Parts over \$1,000 will be billed at cost plus 10%.

**MOTION:** Councilor Kelley motioned and Councilor Blow seconded to Approve the Interlocal Agreement for Vehicle Maintenance and Repair Pursuant to 30-A M.R.S.A. Section 2201-2207, for the Old Orchard Beach Fire Department between the Town of Scarborough and the Town of Old Orchard Beach, effective July 1, 2016 through June 30, 2017, with automatic renewal without affirmative action for successive one-year periods, each July 1<sup>st</sup> through June 30<sup>th</sup>, or until termination.

**VOTE:** Unanimous.

**INTERLOCAL AGREEMENT FOR VEHICLE MAINTENANCE AND REPAIR  
BETWEEN  
THE TOWN OF SCARBOROUGH  
AND  
THE TOWN OF OLD ORCHARD BEACH**

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AGREEMENT between the Town of Scarborough, Maine, with a mailing address of 259 U.S. Route 1, PO Box 360, Scarborough, ME 04070-0360 ("Scarborough") and the Town of Old Orchard Beach with a mailing address of 1 Portland Ave, Old Orchard Beach, ME 04064 ("OOB"), collectively ("the Parties"), as follows:

WHEREAS, Scarborough has the means and capacity to provide VEHICLE MAINTENANCE AND REPAIR SERVICES to OOB's Fire and Rescue fleet; and

WHEREAS, OOB wishes to contract with Scarborough for the provision of VEHICLE MAINTENANCE AND REPAIR SERVICES; and

WHEREAS, OOB and Scarborough are duly authorized to enter into Inter-local Agreements pursuant to 30-A M.R.S.A. §2201-2207; and

NOW THEREFORE, in consideration of the promises and the covenants set forth herein, the Parties agree as follows:

**1. Services to be provided:**

Scarborough will furnish the qualified personnel and all necessary facilities and materials to provide Vehicle Maintenance and Repair Services to OOB as more fully described in **Attachment A**.

**2. Term:**

The initial term of this Agreement shall commence on **July 1, 2016** and end on **June 30, 2017**; and thereafter, this Agreement shall be automatically renewed without affirmative action by the Parties for successive one-year periods, each July 1<sup>st</sup> – June 30<sup>th</sup>, or until notice of termination as set forth in this

Agreement is otherwise given. This Agreement may be extended for future additional terms by the mutual consent of the Parties. Such extensions shall be the subject of formal approvals by both Parties in writing and shall include additional terms and conditions of such extension(s), including, but not limited to, changes in the annual fees or levels of service related to the provision of Vehicle Maintenance and Repair Services.

### **3. Payments for Services**

Payments for services will be based on actual hourly and benefits costs and related overhead expenses as detailed in **Attachment B**. During the first year of the contract the regular hourly rate for services shall be \$55.23 and the overtime hourly rate shall be \$82.85. Thereafter, the hourly rate will increase annually by a minimum of 3% on July 1<sup>st</sup> of each year.

Repair and maintenance parts costing *less than \$1000.00* will be sold at cost plus 15%. Parts costing *more than \$1,000.00* will be sold at cost plus 10%.

Scarborough will issue invoices on a monthly basis. Payment is due within thirty (30) days from the receipt of the invoice.

### **4. Scarborough's Supervisory Responsibilities:**

Scarborough shall assume sole responsibility for the supervision and the performance of the Scarborough personnel who provide Vehicle maintenance and Repair Services.

### **5. Limitations on Waiver:**

The Parties shall not be deemed to have waived any provisions of this Agreement unless expressed in writing and signed by the waiving Party. The Parties agree that they shall not assert any action relating to the Agreement that any waiver occurred between the Parties that is not expressed in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the terms and provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any Party or anyone or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement.

### **6. Termination of Agreement:**

#### **A. In the event of Breach.**

Each Party shall have the right to terminate this Agreement in the event of a material breach or default by the other Party of the other Party's obligations hereunder that is not cured within thirty (30) days from the date of receipt by the breaching Party of written notice of such breach from the non-breaching Party. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the breaching Party shall have such additional time (not to exceed 30 additional days) as may be necessary to cure the breach or default, provided the breaching Party has exercised reasonable efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.

#### **B. At the convenience of the Parties.**

This agreement may be terminated by either Party for convenience by notifying the other Party in writing at least six (6) months prior to the date of termination. Between the time of notice and the date of termination.

### **7. Indemnity, Immunity, and Insurance:**

A. The parties shall share this Agreement with their respective insurers to ensure that it conforms to each community's insurance requirements, policy limits and coverages, and the Parties in good faith thereafter agree to execute such reasonable amendments to this Agreement required by their insurers. The Parties shall be named as an Additional Insured on each other policy.

B. Subject to and without waiver of the limitations and protections under the Maine Tort Claims Act, 14 M.R.S.A., Sec 8101 et seq., each Party shall indemnify and hold harmless the other from any and all liability, loss or damage arising out of the Party's performance or failure to perform any of its obligations set forth in this Agreement.

C. The Parties further agree to defend any claims brought or actions filed against the other Party with respect to the Party's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

**8. Maintenance of Records:**

Scarborough shall maintain records pertaining to maintenance and repairs made to each vehicle. Documentation will be retained in the City works software used by Scarborough Public Works. Information will be made available at the request of OOB staff.

**9. Governing Law and Severability:**

This Agreement shall be governed by and interpreted under the laws of the State of Maine. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

**10. Entire Agreement- Full Terms and Amendment:**

This Agreement contains the entire agreement of the Parties with respect to the matters addressed therein and may only be amended in writing agreed by both Parties.

**11. Costs Associated with Disputes:**

In the event of a dispute between the Parties under this Agreement, each Party shall be solely responsible for its own expenses, costs, and attorney fees.

**12. Ongoing Oversight of Agreement:**

Once authorized by the respective Town Councils, the Town Managers of the Parties shall execute this Agreement and shall serve as the joint body responsible for the oversight and ongoing administration of this Agreement.

**13. Filing of Copies of Executed Agreement:**

Upon the execution of this Agreement, each Party shall provide a copy to their respective Clerks, and also file a copy with the Maine Secretary of State in accordance with 30A M.R.S.A Sec. 2204.

WHEREFORE, the Parties, after duly processing the required procedures and voting to approve this Agreement, have authorized and directed their Town Managers to execute this Agreement on each respective Party's behalf on the dates set forth below:

ATTACHMENT A

SPECIFICATIONS OF SERVICES TO BE PERFORMED

1. Scarborough agrees to provide facilities, equipment and personnel to adequately service Fire & Rescue Fleet of equipment.
2. Scarborough will provide an administrator responsible for scheduling vehicle maintenance repair, out-sourcing, new equipment set-ups, and warranty work. The administrator will also be responsible for coordinating parts & supplies, cost structuring, and monthly billing.
3. Scarborough will be responsible for all related record-keeping & reporting. Scarborough will provide OOB with maintenance backup documentation upon request.
4. Scarborough will provide 24-hour emergency service for vehicles being actively serviced.
5. Scarborough will initiate annual review of contract and advise annual cost increases in a timely manner.
6. Initial Inventory of the OOB Fire and Rescue Fleet for which services under this Agreement will be rendered shall include:

OOB UNIT #	SPW ID #	DESCRIPTION	YEAR	MAKE	MODEL
Car 1	FGC41351	Chief's Car	2015	Ford	Utility
70	TH372512	Command Post	1996	International	Bus
71	G1003047	Tower Truck	2016	Sutphen	SPH100
72	7CST2046	Pumper	2007	Seagraves	1500
73	RL671399	Pumper	1995	Central States	FL-80
74	EDA21983	Rescue	2014	Ford	E-350
75	ADA06505	Rescue	2010	Ford	E-350
77	FF584662	Pick Up Truck	2015	Chevy	3500
79	WE226417	Surf Rescue	1998	Chevy	1500

ATTACHMENT B

CONTRACTED VEHICLE MAINTENANCE - HOURLY RATE WORKSHEET

**Based on full-time, 2,080 hours annually.**

Base hourly wage	\$24.
FICA	1.
Medicare	.
Family Medical	5.
Family Dental	.
Retirement	3.
LTD	.
<b>TOTAL HOURLY RATE</b>	<b>\$35.</b>



Stipends, Uniforms, PPE, Compliance Testing, Training	\$1.
Fully-Loaded Cost for 2,000 Sq.Ft. Workbay	\$2.
Administrative Costs: Scheduling, Warranty Oversight, Cityworks Reporting, Etc.	\$5.
<b>TOTAL MISCELLANEOUS OVERHEAD</b>	<b>\$8.</b>

**(Wages + Overhead + 25% Margin)**

RATE = \$55.23/Hr.

To recoup costs associated with parts procurement and inventory management a 15% margin will be assessed to items costing \$1,000.00 or less. Parts over \$1,000.00 will be billed at cost plus 10%.

**# 6722 Discussion with Action: Approve an Interlocal Agreement with the City of Saco for the sharing of a Deputy Code Enforcement Officer.**

The City of Saco and the Town of Old Orchard have joined together to share the services of a Deputy Code Enforcement Officer to assist with the workload of both Municipalities. The Deputy CEO will work 20 hours weekly with each community and the cost of the position, including benefits, will be shared equally.

**MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve an Interlocal Agreement with the City of Saco for the sharing of a Deputy Code Enforcement Officer.**

**VOTE: Unanimous.**

INTERLOCAL AGREEMENT  
 OLD ORCHARD BEACH, MAINE AND SACO, MAINE  
 DEPUTY CODE ENFORCEMENT OFFICER

**WHEREAS, the City of Saco (“Saco”) has a need for the services of a Deputy Code Enforcement Officer; and**

**WHEREAS, the Town of Old Orchard Beach (“Old Orchard Beach”) is willing to provide the services of its Deputy Code Enforcement Officer (“Deputy CEO”) to Saco subject to the sharing of cost and hours of work stipulated within this agreement; and**

**WHEREAS, pursuant to 30-A M.R.S.A. § 2201, et. seq., municipalities are permitted to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage through entering into a interlocal agreement; and,**

**NOW THEREFORE, Saco and Old Orchard Beach agree as follows:**

1. **Appointment of Saco Deputy CEO.** Saco, acting through its City Council and City Administrator, as appropriate, shall appoint the Old Orchard Beach Deputy CEO, with the consent of Old Orchard Beach, to be the Saco Deputy CEO, but subject to the provisions in Paragraph 3 below the Deputy CEO shall at all times remain solely an employee of Old Orchard Beach.
2. **Scope of Services.** The Old Orchard Beach Deputy CEO shall perform all duties and responsibilities imposed by law on the Deputy CEO.. Duties of the Saco Deputy CEO are more clearly defined in the job description, attached as Attachment A. There is an expectation that the Old Orchard Beach Deputy CEO will maintain a work schedule and physical presence in Saco for 20 hours each work week.
3. **Employer.** The Old Orchard Beach Deputy CEO shall remain an employee of Old Orchard Beach during the term of this Agreement for all purposes including without limitation, pay, benefits and workers' compensation coverage.
4. **Saco Responsibility.** The Old Orchard Beach Deputy CEO shall be an agent of Saco for the purposes of statutory authorization pertaining to the duties and responsibilities of the Deputy CEO and for any other clerical or administrative functions and duties assigned by Saco. Saco shall be responsible for providing office space, furniture and equipment. Saco shall be solely responsible for the cost and provision of legal counsel related to the duties and responsibilities assigned by Saco to the Deputy CEO.
5. **Cost.** Saco agrees to reimburse Old Orchard Beach, on the first day of each month, the portion of the total annual compensation paid by Old Orchard Beach to the Deputy CEO as detailed in Exhibit A. Compensation shall include a portion of wages, employee benefits, and other direct and indirect personnel costs attributable to the Deputy CEO paid by Old Orchard Beach. This amount may be changed by written mutual agreement of Saco and Old Orchard Beach.
6. **Indemnification.** Should a claim be brought against Saco arising out of, or within the scope of, the services performed by the Old Orchard Beach Deputy CEO for Saco, Saco shall defend, indemnify and hold harmless Old Orchard Beach and its officials, agents and employees in their public and individual capacities from and against all such claims, damages, losses and expenses, including attorney fees. This section shall not be interpreted to waive the monetary limits and substantive areas of immunity under the Maine Tort Claims Act.
7. **Term.** This Agreement is effective \_\_\_\_ 2016 and shall remain in effect indefinitely unless terminated in accordance with Section 8 of this Agreement. The Parties agree that any amendment to this Agreement may be upon mutual written and affirmative action of the governing bodies of both municipalities.
8. **Termination of Agreement.** Either party may terminate this Agreement for any reason by giving ninety (90) days advance notice in writing to the Town Manager.
9. **Default.** In the event a party defaults under this Agreement, the other party shall have those remedies available to it at law and in equity; provided it shall first give the defaulting party written notice and a reasonable time to cure.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and replaces any prior agreement between the parties for Deputy CEO services. If any

clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the parties agree to meet and negotiate a new clause, section, provision or agreement.

# 6723                    Discussion with Action: Approve the Liquor License for Napoli Inc. dba/47 East (305-4-4), 47 East Grand Avenue, m-s-v in a Restaurant.

**MOTION:** Councilor Blow motioned and Council Kelley seconded to Approve the Liquor License as read.

**VOTE:** Unanimous.

# 6724                    Discussion with Action: Approve Order of support for potential Ocean Park Road Preservation Paving Project in FY2019, administered through PACTS (Portland Area Comprehensive Transportation System).

The proposed paving project on Ocean Park Road will extend from the Saco Town line to the Half-way circle. The Town's projected share of the project cost is \$48,500. This project would be done in conjunction with a PACTS paving project on Old Orchard Road in Saco to Route 1.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to Approve Order of support for potential Ocean Park Road Preservation Paving Project in FY2019, administered through PACTS (Portland Area Comprehensive Transportation System).

**VOTE:** Unanimous.

# 6725                    Discussion with Action: Approve the purchase of two (2) 2016 Ford Utility Police Interceptor vehicles each in the amount of \$27,684 for a total amount of \$55,194 from Account Number 52002-50849 – CIP Public Safety Police Vehicle Expense, with a balance of \$97,445.46, which includes the approved FY17 CIP budget.

As discussed and approved through the 2017 budget process, the following two vehicles were approved by the Council. The State bid process was observed.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to Approve the purchase of two (2) 2016 Ford Utility Police Interceptor vehicles each in the amount of \$27,684 for a total amount of \$55,194 from Account Number 52002-50849 – CIP Public Safety Police Vehicle Expense, with a balance of \$97,445.46, which includes the approved FY17 CIP budget.

**VOTE:** Unanimous.

# 6726                    Discussion with Action: Approve the mobilization of primary and secondary crushers, loading and stacking equipment of Superior Crushing Inc., in the amount of \$5,000.00 from Account Number 50002-50506 – Public Works Capital Road Maintenance, with a balance of \$435,426.16.

The Town uses Superior Crushing to process reclaim material at the storage area located at the former Transfer Station. The \$5,000 is the required initial deposit required by Superior Crushing for them to locate the equipment at this Site. The Town will pay \$7.50/cy for the processed material.

**MOTION:** Councilor Blow motioned and Councilor Kelly seconded to Approve the mobilization of primary and secondary crushers, loading and stacking equipment of Superior Crushing Inc., in the amount of \$5000.00 from Account Number 50002-50506 – Public Works Capital Road Maintenance, with a balance of \$435,426.16.

**VOTE:** Unanimous.

**# 6727** Discussion with Action: Approve the line item transfer for Public Works in the amount of \$11,000 from Account Number 20151-50111 – Public Works Overtime, with a balance of \$14,246.52; to Account Number 20151-50330 – Professional Engineering, with a balance of (\$5,339.51); \$7,400 from Account Number 20151-50510 - Vehicle Fuel – with a balance of \$21,484.45; to Account Number 20151- 50318 – Beach Cleaners, with a balance of \$4,701.

**MOTION:** Councilor Kelley motioned and Councilor Blow seconded to Approve the line item transfers for Public Works as read.

**VOTE:** Unanimous.

**# 6728** Discussion with Action: Approve the line item transfer in the amount of \$4,000 from Account Number 20119- 50214 – Worker’s Comp., with a balance of \$11,670.13; to Account Number 20119-50371 – General Insurance, in the amount of (\$2271.21); and \$7,000 from Account Number 20119-50373 – Unemployment, with a balance of \$22,096.75; to Account Number 20102-50258 – Employment Testing, with a balance of (\$4,577); and transfer \$4,500 from Account Number 20118-50350 – Contingency, with a balance of \$117,000; to Account Number 20171-50106 – Recreation Full Time, with a balance of (\$479.72.)

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to Approve the line item transfers as read.

**VOTE:** Unanimous.

**# 6729** Discussion with Action: Approve the line item transfer for the Police Department in the amount of \$3,137, from Account Number 20131-50251 – Conferences/ Training, with a balance of \$11,314.47; to Account Number 21031- 50330 – Equipment Replacement Expense, with a balance of (\$3,137); and \$4,500 from Account Number 20131-50251 –Conferences/Training, with a balance of \$11,314.47; to Account Number 20131-50450 – Building Repair/Maintenance, with a balance of (\$2,280.26); and \$4,754 from Account Number 20131-50405 – Heating Fuel, with a balance of \$5,754.72; to Account Number 20131-50450 - Building Repair/Maintenance, with a balance of (\$2,280.26); and \$8,000 from Account Number 20131-50106 – Full Time Wages, with a balance of \$73,575.74; to Account Number 20131-50230 – Clothing Allowance Expense, with a balance of \$3,930.01; and \$5,500 from Account Number 20131-50111 – Overtime, with a balance of \$18,958.06; to Account Number 20131-50501 – Operating Supplies, with a balance of \$7,948.16; and \$4,900 from Account

Number 20131-50108 – Seasonal Wages, with a balance of \$4,973.50; to Account Number 20131-50104 – Seasonal Reserves, with a balance of \$22,737.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to approve the line transfers as read.

**VOTE:** Unanimous.

**# 6730 Discussion with Action:** Approve the line item transfer for the Fire Department in the amount of \$3,250 from Account Number 20118- 50350 – Contingency, with a balance of \$117,000; to Account Number 20138-50101 – Department Head Salary, with a balance of \$783.70; and \$6,000 from Account Number 20138-50501 – Operating Supplies, with a balance of \$13,352.66; to Account Number 20138-50111 – Overtime, with a balance of (\$20,088.23); and \$14,000 from Account Number 20138-50105 – Fire Inspector Wages, with a balance of \$14,000; to Account Number 20138-50111- Overtime, with a balance of (\$20,088.23); and \$20,000 from Account Number 20118-50350 – Contingency, with a balance of \$117,000; to Account Number 20138-50111 – Overtime, with a balance of (\$20,088.23).

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to approve the line transfers as read.

**VOTE:** Unanimous.

**# 6731 Discussion with Action:** Approve the line item transfer of \$56,530.02, from Account Number 20197-50395 – Debt Service Interest Expense, with a balance of \$64,378.70; to Account Number 20197-50330 – Equipment Replacement Lease Expense Account, with a balance of \$0.00.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to approve the line transfers as read.

**VOTE:** Unanimous.

**# 6732 Discussion with Action:** Approve the purchase of a MacLean MV-2 Sidewalk Tractor for the Public Works Department, in the amount of \$101,400, less trade-in value for \$56,200 for the 2015 Neuson Wacker for the net amount due of \$45,200, to be financed through a lease-purchase agreement with the first payment due FY17, in the amount of \$19,469.71, and subsequent payments due FY18 and FY19, in the amount of \$12,109.30 annually, from Account Number 20197-50330 – Equipment Replacement Lease Expense, with a balance of \$283,315, as approved with the FY17 budget adoption.

The sidewalk tractor will be used primarily for snow removal and for roadside mowing. The MV-2 is a machine similar to the Trackless that the Town has previously used for the same Function. The City of Saco owns three of these machines and has had a positive experience with them to date. The 2015 Neuson Wacker equipment has not proved to be sufficiently heavy duty for Public Works operations. The Town will receive \$56,200 from Beauregard for the trade-in, and will also save 414,721 in interest expense over the next three years of lease

payments, for a total cash value of \$70,921 to the Town for the Neuson Wacker, which is only \$3,664 less than the original \$74,585 cost of the Neuson Wacker.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to Approve the purchase of a MacLean MV-2 Sidewalk Tractor for the Public Works Department, in the amount of \$101,400, less trade-in value for \$56,200 for the 2015 Neuson Wacker for the net amount due of \$45,200, to be financed through a lease-purchase agreement with the first payment due FY17, in the amount of \$19,469.71, and subsequent payments due FY18 and FY19, in the amount of \$12,109.30 annually, from Account Number 20197-50330 – Equipment Replacement Lease Expense, with a balance of \$283,315, as approved with the FY17 budget adoption.

**VOTE:** Unanimous.

**# 6733 Discussion with Action: Canvass and Certify the Results of the RSU23 Budget Validation Referendum held June 14, 2016.**

June 15, 2016

**TO: MEMBERS OF THE TOWN COUNCIL  
FROM: KIM M. MCLAUGHLIN, TOWN CLERK  
SUBJECT: CERTIFY AND CANVASS ELECTION RESULTS**

The results of the RSU #23 Budget Validation Referendum are as follows:

**RSU #23 Budget Validation Referendum**

<b>ARTICLE 1</b>	
<b>YES</b>	<b>667****</b>
<b>NO</b>	<b>219</b>
<b>ARTICLE 2</b>	
<b>YES</b>	<b>642****</b>
<b>NO</b>	<b>241</b>

\*\*\*\*Denotes the highest number of votes for the respective question and consequently the successful referendum result for that question.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to Canvass and Certify the Results of the RSU23 Budget Validation Referendum held June 14, 2016.

**VOTE:** Unanimous.

**# 6734 Discussion with Action: Approve the Special Event Permit application for the OOB Recreation Department to hold "Concerts in the Park" Thursday nights on July 14<sup>th</sup>, July 21<sup>st</sup>, July 28<sup>th</sup>, August 4<sup>th</sup>, and August 11<sup>th</sup>, 2016. Rain date of August 25<sup>th</sup>, 2016. Set up from 5 p.m. to 6 p.m., 6 p.m. to 6:30 p.m. quiet time for Flag Raising Ceremony, performance 6:30 p.m. to 8 p.m., and a request to waive the fee, as it is a Town event.**

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

**VOTE: Unanimous.**

**# 6735 Discussion with Action: Approve the Special Event Permit application for the U.S. Army to hold a radio broadcast and recruiting, to include free entertainment and give-a-ways, on the following Fridays; July 8<sup>th</sup>; July 15<sup>th</sup>; July 22<sup>nd</sup>; August 12<sup>th</sup>; and August 26<sup>th</sup>, 2016. Request for two parking spaces in the square for a pop-up tent. Request to waive the fee as the event is being co-sponsored by the Recreation Department.**

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

**VOTE: Unanimous.**

**# 6736 - Discussion with Action: Approve the purchase of equipment for the Police Department not to exceed \$6,200 from Account Number 30167-50311 – Drug Seizure Expense, with a balance of \$6,259.49.**

**MOTION: Councilor Blow motioned and Councilor Kelley seconded to approve the purchase of equipment for the Police Department not to exceed \$6,200 from Account Number 30167-50311 – Drug Seizure Expense, with a balance of \$6,259.49.**

**VOTE: Unanimous.**

**GOOD AND WELFARE:**

**PAT BROWN: She reminded the Council that there is a meeting at the Salvation Army on Wednesday for the International Students and an opportunity for them to meet with the Police, Fire, and Town Hall representatives as they prepare for their summer in Old orchard Beach.**

**JEROME BEGERT: Spoke about plantings at birch Hill and also of his intent and interest in the Workshop that is following this meeting and discussion of the Ballpark issues.**

**ADJOURNMENT**

**MOTION: Councilor Kelley motioned and Councilor Blow seconded to Adjourn the meeting at 7:15 p.m.**

**VOTE: Unanimous.**

**Respectfully Submitted,**

**V. Louise Reid  
Town Council Secretary**

**I, V. Louise Reid, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of fifteen (15) pages is a copy of the original Minutes of the Town Council Meeting of June 21, 2016.**

**V. Louise Reid**