

**TOWN OF OLD ORCHARD BEACH
TOWN COUNCIL MEETING
Tuesday, January 3, 2017
TOWN HALL CHAMBERS
6:30 p.m.**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, January 3, 2017. Chair Thornton opened the meeting at 6:30 p.m.

The following were in attendance:

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

Absent: Vice Chair Shawn O'Neill

It should be noted that some agenda items not listed here in numerical order have been removed and will be on the January 17, 2017 agenda as a result of failure to advertise them in a timely manner.

EMERGENCY ITEM:

CHAIR: May I have a motion to have a Special Town Council Meeting this evening to add Acknowledgements, Item 6837, Item 6839, and Item 6850; other items being discussed at the January 17th meeting, per Section 404.1 of the Town Charter:

MOTION: Councilor Blow motioned and Councilor Kelley seconded to have a Special Town Council Meeting this evening to add Acknowledgements, Item 6837, Item 6839, and Item 6850; other items being discussed at the January 17th meeting, per Section 404.1 of the Town Charter.

Vote: Unanimous.

ACKNOWLEDGEMENTS:

COUNCILOR KELLEY: OOB 365 again invited all residents and visitors to participate in the 2016 New Year's Eve Celebration at the Square in Old Orchard Beach. This was a great opportunity to meet with friends, enjoy hot cocoa, and enjoy the music of Joeyoke. Appreciation to OOB365 for this event which every year is a great success. Also a big word of thanks and appreciation to Beverly Russell and Bill Plante of the Community Animal Watch who personally delivered cat and dog food to over 25 seniors as well as gift certificates to Hannaford and also Pet Life. In addition they delivered to the Pines and The Salvation Army additional dog and cat food for the month of January. Thanks also to Bill for shoveling out some of their walks and driveways.

COUNCILOR TOUSIGNANT: A reminder that on Saturday, January 14th there will be a benefit night at Jimmy the Greeks with Comedy Hypnotist Frank Santos. It will be a really great night of fun and laughs all to benefit the Ballpark. Contact Guy Fontaine for tickets and come and support the Ballpark.

CHAIR THORNTON: The Town Council and the Administration wishes to express their congratulations and happy birthday to Pauline Cockerille who this week accepted a legislative sentiment from State Senator Justin Chenette who was standing in for Representative George Hogan. Ms. Cockerille grew up in Houlton but as a young child lived seasonally in Old Orchard Beach until her family moved full-time to the Beach and she graduated from Old Orchard Beach High School. Congratulations on reaching the Century mark in 2016.

TOWN MANAGER: His report was short this evening but he announced that Kathy Smith would be moving from her position in the Code and Planning Office in which she was the main person involved in licensing and has done a remarkable and outstanding job to the Police Department where she will be the Administrative Assistant, replacing Suzanne Makoke who is retiring after more than 30 years of service to the Town. _____

NEW BUSINESS:

6937 Presentation of the Fiscal Year 2016 Audit by of RHR Smith & Company.

Ron Smith of RHR Smith and Company gave an outstanding and positive report on the condition of the Town from an auditing standpoint. A copy of the draft audit report was provided to the Town Council for discussion. RHR Smith & company have been the Town's auditors since June 2016. The Auditor presented the Balance Sheet for Governmental Funds as of June 30, 2016.

	General Fund	Nonmajor Fund	Total Governmental Fund
TOTAL ASSETS	\$ 11,475,475	\$ 3,263,642	\$ 14,739,117
TOTAL LIABILITIES	4,372,146	135,708	4,507,854
TOTAL DEFERRED INFLOW OF RESOURCES	1,321,230	-----	1,321,230
FUND BALANCE	5,782,099	3,127,934	8,910,033
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 11,475,475	\$ 3,263,642	\$ 14,739,117

Discussion of the General Fund Assets in a three year comparison show that cash and investments combined showed very little change from 2015 to 2016 and although net increase in fund balance was close to \$800,000 due to other fund decreased and other liabilities (escrows) in which increased which explains the basically zero change in cash/investments. Taxes and tax liens were consistent year to year. Other account receivables, prepaid and inventory, were also very consistent year to year.

The General Fund Liabilities and a three year comparative showed that deferred taxes decreased even though total amount due increased. (More collections received after year end versus during). Other liabilities increased due to increased escrows some which were done after year end. Due to other funds decreased most of which was due to expenditures in capital projects.

Total Fund Balance versus Budgeted Use of Fund Balance showed us of fund balance in 2016 was \$550,000 which was 10.78% of the previous year's ending fund balance. Use of the fund balance in 2015 was \$500,000 which was 10.24% of the previous year's ending fund balance. Use of the balance in 2014 was \$611,655 which was 13.32% of the previous year's ending fund balance. Ending fund balance in 2016 was 10.76% of annual budget; ending fund balance in 2015 was 18.90% of annual budget; and ending fund balance in 2014 was 19.76% of annual budget.

It was noted that the Town is financially healthy compared to four years ago when RHR Smith began auditing the municipality. He mentioned several times the uniqueness of the municipality considering our ocean front properties and the growth that continues. He stated that there is a solid consistency to the management of the financial factors of the municipality and the record keeping is exemplary. He did state that next year we need to look into the various budgeting schedules and administration of department heads as well as work on a Fund Balance Policy Update which we have discussed over the past three years. He congratulated the Finance Director and the Town Manager for their work and collaboration with the Auditors. When asked by Jerome Begert about comparing OOB to other communities it was recommended that we are not comparable but are rather unique in many ways and that from the auditing standpoint should consider ourselves unique.

The Chair thanked the Town Manager, the Finance Director and her staff for their exemplary work.

6839 Discussion with Action: Authorize the Town Manager to enter into a two-year contract with Bangor Abatement, Inc. (BA), for Old Orchard Beach Seasonal Maintenance and Trash Removal Services in the downtown and beachfront areas, for years 2017 and 2018, in the amount of \$175,000 each year, subject to approval of the yearly budgets, from Account Number 20151-50318 – Trash/Maintenance Contract.

BACKGROUND:

BA Services has been in business for fifteen years and is family-owned and operated. The home office is located in Brewer, Maine. They have provided many contracts with great success including Totem Pole Campground in Freedom, New Hampshire; Crooked Creek State Park in Ford City, PA; Canal Bridge Campground in Freyburg, Maine; five locations for the Maine Department of Transportation on I95 – six rest areas along the

I-80 Highway for NDOR in Nebraska. They provide property management janitorial, landscaping, snowplowing, construction and activity planning. Over the past five years they had done approximately 50 projects ranging from \$30,000 to \$100,000. They perform specialized cleaning, grounds maintenance, building maintenance (including window and door replacement), electrical repairs and code inspection by each town.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Authorize the Town Manager to enter into a two-year contract with Bangor Abatement, Inc. (BA), for Old Orchard Beach Seasonal Maintenance and Trash Removal Services in the downtown and beachfront areas, for years 2017 and 2018, in the amount of \$175,000 each year, subject to approval of the yearly budgets, from Account Number 20151-50318 – Trash/ Maintenance Contract.

VOTE: Unanimous.

TOWN OF OLD ORCHARD BEACH
Memorandum
December 30, 2016

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

RE: CONTRACT WITH BA SERVICES FOR DOWNTOWN MAINTENANCE

I am recommending that the Council contract with BA Services to provide the summer seasonal downtown maintenance and trash removal services for a two year period at an annual cost of \$175,000 per year.

Last year the Town issued an RFP for downtown maintenance and the Council awarded the contract to Defining Lines for three years at an annual cost of \$165,000. Defining Lines in its RFP submittal had proposed a contract price of \$187,500 but agreed through discussions with the Town to the lesser amount. However Defining Lines is declining to continue the contract in 2017 without a substantial increase in compensation.

BA Services had also responded to last year's RFP and was rated second to Defining Lines by the selection committee. Councilor Blow and I met this past month with BA Vice President Eric McCue regarding the downtown maintenance contract. Mr. McCue is very familiar with the scope of work and the operations involved in Old Orchard Beach during the summer months. Included in your agenda packet is BA's response to the RFP that includes an overview of the company's experience and qualifications, as well as its proposed work plan for the OOB contract.

Last year during the RFP rating process I had spoken with two references regarding BA's work performance, both of which were very complementary of the company's qualifications and service levels.

The terms and conditions of the contract will remain the same as this past summer's contract. There will be no use of the Milliken Street lot for operations.

cc: Diana Asanza, Finance Director
Joseph Cooper, Public Works Director

THIS AGREEMENT is dated as of the ___th day of March, 2016 between the Town of Old Orchard Beach, Maine hereafter referred to as TOWN, and Bangor Abatement, Inc., dba BA Services, with a mailing address of PO Box 248, Hampden, Maine, 0444 hereafter referred to as CONTRACTOR. The contract term shall be for a period of two service years in 2017 and 2018. The contract shall expire on October 15, 2018, except that the second year of the Agreement may be cancelled by either party through written notice at least 60 days prior to the first anniversary date of the contract.

TOWN and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. SCOPE OF SERVICES

The CONTRACTOR shall provide seasonal maintenance, trash removal and cleaning services for the Municipal Restrooms, Downtown and Beachfront areas including Memorial Park and Ocean Park village center (hereinafter Contract Area) in Town as specified in the Request for Proposals dated January 20, 2016 a copy of which is attached as Exhibit A and made a part hereof, and also in accordance with the Contractor's Proposal, a copy of which is a copy of which is attached as Exhibit B and made a part hereof.

The restatement in this document of any term of the Request for Proposals or Contractor's Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between Request for Proposals or the Contractor's Proposal and this document, then this document shall govern; and the Request for Proposal shall govern over the Contractor's Proposal, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

ARTICLE 2: RESTROOMS

2.1 Contractor Responsibilities

In addition to the responsibilities outlined in the Scope of Services, the CONTRACTOR will be responsible for the employment of bathroom attendants at the West Grand Bathroom to assist in the reduction of vandalism while they are open to the public. CONTRACTOR shall provide a single attendant at the West Grand Bathroom (20 hours a day – 6:00 a.m. through 2:00 a.m.) for the Summer Season. Any deviation from required hours of coverage by an attendant must be approved in writing by the Public Works Director. The CONTRACTOR, after agreeing that they received the facilities in proper working order is responsible for the repair of any and all vandalism related damages that occur to the interior of the facilities during the contract period; not to include normal wear and tear (i.e., hand dryer stops working because it is 20 years old).

The quality of all products used by CONTRACTOR must be acceptable to the Public Works Director.

A small office and storage area will be provided at the Milliken Street Restrooms for the contractor providing these services. CONTRACTOR is responsible for storage of Contractor's equipment. Storage of CONTRACTOR'S equipment on Town property is permitted only with the written approval of the Public Works Director.

2.2 Contractor Renumeration

The CONTRACTOR has the right to charge an admission fee up to fifty cents (\$.50) per person for access to the West Grand Bathroom and retains the receipts of the fee. The

CONTRACTOR has the right to determine who must pay and who does not. Town employees with identification credentials and workers such as Lifeguards, Police, Fire, Public Works, Recreation, including seasonal workers, shall not be charged to use any of the restrooms.

Contractor shall provide Town each month an accounting report detailing the daily revenue collection for West Grand bathroom.

2.3 Expansion of Hours:

The CONTRACTOR may expand the hours of operations at the West Grand Restroom, the Memorial Park Restroom, and the Milliken Street Restroom, at their discretion and upon verbal or written notification to the Town Manager.

ARTICLE 3: TRASH AND CLEANING

3.1 Trash

In addition to the responsibilities and trash collection schedule outlined in the Scope of Services, the CONTRACTOR shall empty all trash barrels and pizza box bins when 2/3 full.

All trash is to be transported as frequently as possible to the Town's Disposal Choice. Access to the disposal location will be provided during the hours when the disposal location is closed to the public. No co-mingling of other commercial or residential trash shall be permitted. The CONTRACTOR will establish a continuous Rolling Trash Collection where two vehicles will be available so that if one breaks down or is not available, trash must be picked up continually throughout the day and night time contract hours. The CONTRACTOR is required to make continuous trash pickups leaving no more than eight bags at a time in the area from Lisa's Pizza to the Square, unless other arrangements are approved by the Public Works Director.

3.2 Cleaning

In addition to the responsibilities and cleaning schedule outlined in the Scope of Services, litter pick-up and washing shall include the loop road located within the Square. Once each day waste and litter, including cigarette butts, will be picked up at the Memorial Park gazebo area. The bench seats in the gazebo and the chess tables and seats in Memorial Park will be washed once each day.

Daily spot checks and sweeping will take place. All collected debris is to be disposed of and not swept into the street gutter, unless coordinated with Public Works Department personnel.

All pressure washing must not be started before 2:00 a.m. due to the amount of people still downtown but must be completed before 5:00 a.m. All swept debris shall be collected and disposed of.

CONTRACTOR shall provide the water tank and hose, and the means to transport for power washing.

3.3 Recycling of Returnable Bottles and Cans

CONTRACTOR shall collect returnable bottles and cans for redemption and may retain the redemption receipts. CONTRACTOR agrees to donate at the end of each contract year the amount of one thousand dollars (\$1,000) to the TOWN to be used for improvements to Veteran's Memorial Park.

ARTICLE 4: CONTRACTOR'S REPRESENTATIONS

In entering into this Agreement, the CONTRACTOR acknowledges and makes the following representations:

4.1 The CONTRACTOR has carefully examined this Agreement and is well acquainted with all of the Town's service requirements and expectations of performance.

4.2 The CONTRACTOR has visited the Contract Area sites and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Scope of Services to be provided under Article 1 herein.

4.3 The CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Scope of Services.

ARTICLE 5: RESPONSIBILITIES OF THE TOWN

The TOWN will be solely responsible for providing the following support services in connection with the execution of this Agreement:

5.1 The TOWN will pay for the cost of water and electricity required for the operation of the West Grand Comfort Station, Memorial Park and Milliken Street facilities.

5.2 The TOWN will provide the CONTRACTOR with regular access to the Town's disposal choice for disposal of trash from the Contract Area only. Any leaves, mulch or other landscaping materials are to be dumped in the brush pile at the Transfer Station.

5.3 The TOWN will be responsible for the repair and/or replacement of all major maintenance projects and capital items in the Contract Areas damaged by the general public or deemed necessary by the Public Works Director for upgrades during the terms of this Agreement.

5.4 The TOWN shall insure that the restrooms are turned over to the CONTRACTOR in good working order with all plumbing, fixtures, and associated infrastructure in good repair and function.

5.5 Schedules can be adjusted with the approval of the Public Works Director, Town Manager, or designee(s) such as during extreme weather conditions (i.e., excessive rain, hurricane conditions, etc.)

ARTICLE 6: INSURANCE, INDEMNITY, AND PERFORMANCE BOND

6.1 Insurance

Except as otherwise provided by this Agreement, CONTRACTOR and its subcontractors shall obtain and maintain, throughout the term of this Agreement, at no expense to TOWN, the following insurance coverage:

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

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

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

d. All such insurance policies shall name TOWN as an additional insured, except that for purposes of workers' compensation and professional liability insurance, CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against TOWN. CONTRACTOR, prior to commencement of services under this Agreement, and any of its subcontractors, prior to commencement of services under any subcontract, shall deliver to TOWN certificates satisfactory to TOWN evidencing such insurance coverage.

6.2 Indemnification

To the fullest extent permitted by law, the CONTRACTOR will defend, indemnify and hold harmless the TOWN, its officers, agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the Agreement by the CONTRACTOR, its officials, employees, agents and subcontractors. CONTRACTOR's obligations under this paragraph shall survive termination of this Agreement. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the TOWN or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

6.3 Damages

The CONTRACTOR will not be held responsible for repair or replacement of any major restroom fixture unless damage or malfunction occurs as a result of vandalism. Examples include urinals, toilets, plumbing, sinks, stalls, stall doors, hand dryer, etc. The CONTRACTOR will be responsible for acts of vandalism within the West Grand Avenue Comfort Station, Memorial Park Restrooms, and the Milliken Street Restrooms while open during the contract term. The CONTRACTOR is responsible for any legal action taken by a visitor of the West Grand Avenue Comfort Station, Memorial Park Restrooms, and the Milliken Street Restrooms, for slips, falls, or any other unlawful occurrence resulting from negligence by CONTRACTOR or the absence of a CONTRACTOR employee/attendant when required per Agreement during municipal restroom operating hours.

6.3. Performance Bond.

The CONTRACTOR shall furnish to the TOWN, upon execution of the Agreement, a Performance Bond for the full amount and for each year of the Agreement issued by a surety company or surety companies authorized to do business in the State of Maine and approved by the TOWN.

ARTICLE 7: CONTRACT PRICE

7.1 Total Contract Price: The TOWN agrees to pay the CONTRACTOR a total sum of one hundred seventy five thousand dollars (\$175,000) to complete all work specified in the Agreement for year 2017, and one hundred seventy five thousand dollars (\$175,000); for year 2018.

7.2 Payment Schedule: In consideration of services provided by the CONTRACTOR under the terms of this Agreement, the TOWN agrees to pay the CONTRACTOR, upon receipt of invoice, twenty thousand dollars (\$20,000) on the last Monday in April in each of the two contract years. Subsequently, for each contract year, the Town will pay CONTRACTOR the balance of annual compensation due in equal bi-weekly installments through the service period in each contract year.

ARTICLE 8: ENTIRE AGREEMENT

The TOWN and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in this Agreement. This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

6840 Discussion with Action: Consider the lease-purchase for the Fire Department of thirty (30) air-packs and face pieces with sixty (60) cylinders, in the amount of \$195,022, from IPS, LLC of South Portland; with an up-front payment of \$90,000 from Account Number 52002-50861 – Public Safety CIP SCBA Equipment and Upgrades, with a balance of \$90,759.86; and financing the balance of \$105,022 over three-years (FY18, FY19, and FY20 budgets.)

BACKGROUND:

MEMORANDUM FROM TOWN MANAGER

TOWN OF OLD ORCHARD BEACH
Memorandum

December 30, 2016

RE: LEASE PURCHASE OF AIR-PAKS FOR FIRE DEPARTMENT

The Fire Chief is recommending to Council that the Town purchase 30 air paks with air cylinders and face piece at a cost of \$195,022. I agree with this recommendation. The proposal is to utilize \$90,000 in existing funds already appropriated by Council for this purpose, and to finance the remaining \$105,000 over three years beginning in FY18.

The rationale for acting now to purchase the air paks is two-fold. First, the existing air paks and cylinders all reach their expiration date at the end of 2017 so the Town will need to acquire the replacements before that date. Second, we are utilizing the Massachusetts state bid process to secure favorable pricing. That bid pricing is not valid beyond January and there will be a price increase that will be as much as \$1,400 per pak in 2017. In order to secure

the favorable pricing the Town will need to place the order this month and finance about half of the total purchase price over three years.

This proposed purchase is consistent with the Council's and the Finance Committee's intentions through the capital improvement program budgeting process, having appropriated funds in both FY16 and FY17 for this purpose and anticipating an additional appropriation through the upcoming FY18 capital budget. By acting now, and by utilizing lease purchase financing, the payments will be stretched over three fiscal years. The financing cost will be less than \$5,000 over that time period, and the savings achieved through the 2016 pricing is at least \$21,000.

The proposal for the air packs from IPS Services of South Portland is attached to your agenda packet.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Consider the lease-purchase for the Fire Department of thirty (30) air-packs and face pieces with sixty (60) cylinders, in the amount of \$195,022, from IPS, LLC of South Portland; with an up-front payment of \$90,000 from Account Number 52002-50861 – Public Safety CIP SCBA Equipment and Upgrades, with a balance of \$90,759.86; and financing the balance of \$105,022 over three-years (FY18, FY19, and FY20 budgets.)

VOTE: Unanimous.



125 John Roberts Rd
South Portland, ME 04106
PH: 207-847-3313
Jon Usher-Maine Sales
jusher@ipp-ips.com

PRICE QUOTE FOR:
Old Orchard Beach Fire Department
Chief Ed Dube
136 Saco Avenue
Old Orchard Beach, ME 04064

DATE:
12/29/2016

Product/Description	Price Ea	Qty	Extension
Scott Safety X3 4500 PSI Airpak CGA With Integrated PASS, Dual EBSS, And Pak Tracker p/n X3314021200302	\$4,500.00	30	\$135,000.00
Scott Safety 4500 PSI 45 Minute Duration Carbon Fiber Cylinder p/n 804722-01	\$800.00	60	\$48,000.00
Scott Safety AV3000HT Facepiece p/n 201582-01	\$280.00	30	\$8,400.00
Scott Safety Pak Tracker Hand Held Receiver p/n 200266-04	\$1,340.00	2	\$2,680.00
Scott Safety Pak Tracker Hand Held Receiver Truck Charger p/n 200433-01	\$471.00	2	\$942.00
	Total		\$195,022.00

GOOD AND WELFARE:

No one chose to speak.

ADJOURNMENT

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to adjourn the meeting at 6:47 p.m. p.m.

VOTE: Unanimous.

Respectfully Submitted,

V. Louise Reid

I, V. Louise Reid, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of twelve (12) pages is a copy of the original Minutes of the Special Town Council Meeting of January 3, 2017.

V. Louise Reid

TOWN OF OLD ORCHARD BEACH
EMERGENCY SPECIAL TOWN COUNCIL MEETING
TUESDAY, JANUARY 3, 2017
TOWN HALL COUNCIL CHAMBERS
6:30 p.m.

Due to the regular Town Council agenda not being advertised, there will be an emergency Special Town Council Meeting for acknowledgments, Item #6837, #6839 and #6840. The other items will be discussed/acted upon at the January 17th, 2017 regular Town Council meeting.

Pledge to the Flag
Roll Call

ACKNOWLEDGEMENTS:

ACCEPTANCE OF MINUTES: Town Council Minutes of December 20, 2016 (Postponed until 1/17/17 regular meeting).

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL: (Postponed until 1/17/17 regular meeting)

Richard & Constance Belaire (201-1-10-512), 215 East Grand Avenue, Unit #512, one year round rental; and Ernie Bencivenqa (210-2-15-6), 2 Ryefield Drive, Unit #6, one year round rental.

TOWN MANAGER'S REPORT

NEW BUSINESS:

- # 6837 Presentation of the Fiscal Year 2016 Audit by Charemon Davis of RHR Smith & Company. Chair Joseph Thornton
- # 6838 Discussion with Action: Amend the General Assistance Ordinance, including 6.8 Basic Necessities, Overall Maximum Levels of Assistance; 6.8 Basic Necessities, Housing Maximums; C. Utilities, Electricity Maximums; and re-adopt without changes, 6.8a Food; D. Fuel; and E. Personal Care and Household Supplies. (Postponed until 1/17/17 regular meeting) Chair Joseph Thornton
- # 6839 Discussion with Action: Authorize the Town Manager to enter into a two-year contract with Bangor Abatement, Inc. (BA), for Old Orchard Beach Seasonal Maintenance and Trash Removal Services in the downtown and beachfront areas, for years 2017 and 2018, in the amount of \$175,000 each year, subject to approval of the yearly budgets, from Account Number 20151-50318 – Trash/Maintenance Contract. Town Manager Larry Mead
- # 6840 Discussion with Action: Consider the lease-purchase for the Fire Department of thirty (30) air-packs and face pieces with sixty (60) cylinders, in the amount of \$195,022, from

IPS, LLC of South Portland; with an up-front payment of \$90,000 from Account Number 52002-50861 – Public Safety CIP SCBA Equipment and Upgrades, with a balance of \$90,759.86; and financing the balance of \$105,022 over three-years (FY18, FY19, and FY20 budgets.)

Town Manager
Larry Mead

6841 Discussion with Action: Approve the purchase for the Police Department from Maine Radio of twenty-two (22) Motorola XPR3500E 128 Channel, 4 Watt, portable radios, in the amount of \$10,599.68; from Account Number 20131-50501 – Operating Supplies and Equipment, with a balance of \$12,994.36. (Postponed until 1/17/17 regular meeting).

Town Manager
Larry Mead

GOOD AND WELFARE:

ADJOURNMENT: