

**TOWN OF OLD ORCHARD BEACH  
TOWN COUNCIL MEETING  
Tuesday, February 21, 2017  
TOWN HALL CHAMBERS  
6:30 p.m.**

**A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, February 21, 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**

**PLEDGE TO THE FLAG:**

**ROLL CALL:**

**ACKNOWLEDGEMENTS:**

**CHAIR:** It is with deep sadness that we acknowledge the passing of former Council Member, Dana Furtado, and have a moment of silence in his honor. We offer our deepest condolences to his family and his children.

**COUNCILOR TOUSIGNANT:** Many thanks to OOB365 for another fabulous Community Dinner held at the American Legion. Over the past nine years they have held 29 dinners. Over 375 individuals enjoyed this year's dinner despite the weather. It is always a spectacular event and many thanks to OOB365 and their committee members. Looking forward to the Winter Carnival this weekend – Friday and Saturday the 24<sup>th</sup> and 25<sup>th</sup> with great opportunity for kids to enjoy the slippery slope.

**COUNCILOR KELLEY:** We want to acknowledge the heroic life-saving rescue by one of our local residents and business owners – Bill Rodgers, who was ice-fishing near Little Ossipee Lake and heard the screams of a sixteen year old young girls and he with three other men watching this unfold jumped into help in what was described as a daring rescue. We acknowledge Bill this evening for his heroic life saving measures.

**ASSISTANT TOWN MANAGER:**

**First, thanks to the Fire Department Staff for supporting the Police and Fire Department staff during the recent snow storms by preparing breakfast for them; giving them a well-deserved bread. The meal was served in the recently renovated kitchen at the fire work with all the renovation work done by the Fire Department staff. It was our privilege to have a visit to Town Hall from a dozen students from Old Orchard Beach High School's "TIDES" program – Teaching Independence Diversity Empathy Self Esteem Program – along with their teacher – Sara Bill and her staff. They visited each of the departments and were given updates by**

members of our staff. They also enjoyed sitting in the Council Chamber where they told me they have watched the Town Council meetings. That was interesting – these are teens – great that they are watching our meetings. Our Public Works director also spoke to them and I got the feeling that there may be a lot of resume sending to Joe Cooper. I accepted a check for the Community Animal Watch given by Saco Biddeford Savings Institution in honor of their own 65<sup>th</sup> anniversary. Our community is so fortunate and blessed to have an institution which is family oriented, community supportive, and offers to our residents and visitors the epitome of excellent professional service. We wish them a Happy 65<sup>th</sup> and at least hundred more. Thanks to OOB365 for collecting boots for the Milestone family – very much appreciated on snow days like we have had.

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

Accept the Town Council Minutes of January 17, 2017.

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

**VOTE:** Unanimous.

#### **BUSINESS LICENSES AND APPROVAL:**

**CHAIR:** I open this Public Hearing at 6:36 p.m.

Avesta Housing Development Corp dba/Orchard Terrace (104-2-12X), 133 Portland Avenue, twenty-eight (28) year round rental units; Judith Wadas (104-3-5-5B), 26 Walnut Street, Unit 5B, one (1) year round rental; Steven & Nancy Clark/The Clark Group Inc. dba/Atlantic Birches (205-1-25), 14-20 Portland Avenue, ten year round rentals; The Salvation Army (311-6-12), 5 Oakland Avenue, one year round rental; and Bradley Newsome (316-13-3), 7 Pearl Avenue, one year round rental.

**CHAIR:** I close this Public Hearing at 6:36 p.m.

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

**VOTE:** Unanimous.

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

Back after six weeks of medical leave, the Town Manager thanked the Assistant Town Manager for her service as Acting Town Manager.

# 6844 Discussion with Action: Grant the authority to the Finance Director/Treasurer to disburse payroll checks with only one (1) Town Councilor's signature in accordance with M.R.S.A., Title 30A, Section 5603(2)(A)(1).

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to Grant the authority to the Finance Director/Treasurer to disburse payroll checks with only one (1) Town Councilor's signature in accordance with M.R.S.A., Title 30A, Section 5603(2)(A)(1).

**VOTE:** Unanimous.

**BACKGROUND:**

**TOWN OF OLD ORCHARD BEACH**

**POLICY ON TREASURER'S DISBURSEMENT WARRANTS FOR EMPLOYEE WAGES AND BENEFITS**

**Purpose.** This policy allows designated municipal officers (selectmen or councilors), acting on behalf of the full board of municipal officers, to review, approve, and sign municipal treasurer's disbursement warrants, for wages and benefits only.

**Policy is additional to, not in lieu of, majority power.** Nothing in this policy is intended to replace the authority of the full board of municipal officers, acting by majority vote, to act on any treasurer's warrant, including warrants for wages and benefits.

**Delegation of authority.** Pursuant to 30-A, M.R.S.A., Section 5603(2)(A)(1), the following authority is granted with respect to treasurer's disbursement warrants for municipal employee wages and benefits only:

Current municipal officers. The municipal officers in office at the time of execution of this policy are: **Chair Joseph Thornton, Vice-Chair Shawn O'Neill, Councilor Kenneth Blow, Councilor Jay Kelley, and Councilor Michael Tousignant.**

Any one of the municipal officers named above, acting alone, may review, approve, and sign such warrants.

**Effective date.** This policy becomes effective on the date indicated below.

**Copies.** The Chair of the municipal officers will furnish copies of this policy to the municipal clerk and to the municipal treasurer. If the clerk and the treasurer are the same person, a copy shall nonetheless be provided to that person in each capacity.

**Lapse.** This policy lapses one year after its effective date, if not sooner amended or canceled.

**Renewal.** This policy may be renewed at any time before its lapse. Thereafter, it may be readopted at any time. Any renewal is valid for one year from its effective date, unless a sooner date of expiration is specified.

**Reminder.** If the municipal treasurer is an appointed official, the treasurer shall remind the municipal officers to consider renewing this policy annually before it lapses. If the municipal treasurer is an elected official, the treasurer is requested to provide such an annual reminder.

**Original.** The Chair of the municipal officers will maintain the original of this policy on file unless the municipal clerk is an appointed official, in which case the clerk shall maintain it on file, if requested to do so by the Chair.

ARTICLE V. - FINANCE<sup>[10]</sup>

Footnotes:

--- (10) ---

**Charter reference**— Financial matters, § 701 et seq.; tax administration, § 801 et seq.

**Cross reference**— Any ordinance or resolution promising or guaranteeing the payment of money for the town, or authorizing the issue of any bonds of the town, or any evidence of the town's indebtedness, or any contract, right, agreement, lease, deed or other instrument or obligation assumed by the town saved from repeal, § 1-9(2); department of finance, § 2-472.

**State Law reference**— Municipal finances, 30-A M.R.S.A. § 5651.

DIVISION 1. - GENERALLY

Sec. 2-411. - Fiscal year.

The fiscal year shall begin July 1 and shall end June 30 of the following year.

(Ord. of 10-28-1976, § 3; Ord. of 7-16-1986)

**Charter reference**— Fiscal year to be established by ordinance, § 701.

Sec. 2-412. - Procedure for approval of disbursement of funds.

The treasurer may disburse money only on the authority of a warrant drawn for the purpose, approved and signed by a majority of the town council.

(Ord. of 6-18-1996, § 3)

**State Law reference**— Duties of the treasurer, 30-A M.R.S.A. § 56032.A.

Secs. 2-413—2-440. - Reserved.

DIVISION 2. - MUNICIPAL PURCHASING<sup>[11]</sup>

Footnotes:

--- (11) ---

**Charter reference**— Purchasing agent, § 302.7.

Sec. 2-441. - Purpose.

The purpose of this division is to designate the purchasing powers and establish purchasing procedures and limits for the town.

(Ord. of 9-17-1991, § 2)

Sec. 2-442. - Powers.

In accordance with Charter section 502.7 (as amended from time to time), the town manager shall serve as the purchasing agent for all town departments, except the department of education.

(Ord. of 9-17-1991, § 3)

**Charter reference**— Similar provisions, § 502.7.

Sec. 2-443. - Purchase order system.

The town shall have in place a working purchase order system which shall meet minimum standards of governmental accounting principles. The town auditors shall be responsible to interpret and report, during the annual audit, the administration's compliance with such standards.

(Ord. of 9-17-1991, § 4)

Sec. 2-444. - Procedures and limits.

- (a) The town manager shall, by administrative order, establish purchase order procedures for all departments. The limits for purchases shall be as follows:
  - (1) Under \$5,000.00, administrative approval required.
  - (2) Including and over \$5,000.00, council action required.
- (b) Items costing more than \$1,000.00 shall require at least three quotations in written form.
- (c) Items requiring council action shall have the final decision made by the town council at a public meeting as defined in Charter section 404. The town manager shall have the authority to place out to bid any item approved in the budget. Items which require a formal bid procedure must have the bids opened at a designated time and in a public location.

(Ord. of 9-17-1991, § 5; Ord. of 8-4-1992; Ord. of 2-20-1996; Ord. of 1-18-2005, § 5)

Sec. 2-445. - Joint purchases.

The town manager may purchase any item which can be purchased by or through joint purchase(s) with another municipality(ies). Such purchases shall be exempted from the requirements of section 2-444.

(Ord. of 9-17-1991, § 6)

Secs. 2-446—2-470. - Reserved.

**# 6845 Discussion with Action: Appoint Joseph Gilbert as a Regular Member of the Community Animal Watch, term to expire 12/31/18; Appoint William Jones as a Regular Member of the Board of Assessment Review, term to expire 12/31/2017; Appoint Mark Koenigs as an Alternate Member of the Planning Board, term to expire 12/31/18; and Move Ryan Kelly as a Regular Member, term to expire 12/31/18.**

**MOTION: Councilor Blow motioned and Council Tousignant seconded to Appoint Joseph Gilbert as a Regular Member of the Community Animal Watch, term to expire 12/31/18; Appoint William Jones as a Regular Member of the Board of Assessment Review, term to expire 12/31/2017; Appoint Mark Koenigs as an Alternate Member of the Planning Board, term to expire 12/31/18; and Move Ryan Kelly as a Regular Member, term to expire 12/31/18.**

**VOTE: Unanimous.**

**# 6846 Discussion with Action: Request Council to sign the 2016 Update to the York County Emergency Management Hazard Mitigation Plan.**

**BACKGROUND: The Town Council is being asked to sign the Resolution for Adoption of the York County Hazard Mitigation Plan. Whereas natural and man-made disasters may occur at any time, we recognize that to lessen the impacts of these disasters we will save resources, property and lives in York County. The creation of a Hazard Mitigation Plan is necessary for the development of a risk assessment and effective mitigation strategy. Therefore, the Town of Old Orchard Beach hereby adopts the 2011 York County Emergency Management Hazard Mitigation Plan.**

**MOTION: Councilor Blow motioned and Councilor Tousignant seconded to amend the motion to indicate that this was the updating of the 2015 York County Emergency Management Hazard Mitigation Plan.**

**MOTION: Councilor Blow motioned and Councilor Kelley seconded to sign the 2015 Update to the York County Emergency Management Hazard Mitigation Plan.**

**VOTE: Unanimous.**

**YORK COUNTY  
HAZARD MITIGATION PLAN  
RESOLUTION OF ADOPTION**

**Whereas, natural and man-made disasters may occur at any time, we recognize that to lessen the impacts of these disasters we will save resources, property and lives in York County;**

**And whereas the creation of a Hazard Mitigation Plan is necessary for the development of a risk assessment and effective mitigation strategy;**

**And whereas, the 26 towns and 3 cities of York County are committed to the mitigation goals and measures as presented in this plan;**

**Therefore, the Town of Old Orchard Beach hereby adopts the 2016 York County Hazard Mitigation Plan.**

**# 6847 Discussion with Action: Accept the bid from Witmer Public Safety Group for the purchase of eleven (11) Phazzer Enforcers (electro shock weapon, or Tazer), in the amount of \$7,287, from Account Number 20131-50501 – Operational Supplies and Equipment – with a balance of \$12,534.36.**

**BACKGROUND:**

This item was requested and approved in the 2016-2017 budget as Phase I, of a two phase replacement request, replacing half of our current compliment of Tasers in this year's budget; and the remaining eleven (11) in 2017-2018. Phazzer is a competing brand of the Tazzer model and offers improved features and performance over the Taser, for less money. Taser and Phazzer are the only companies that manufacture this type of product.

**MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Accept the bid from Witmer Public Safety Group for the purchase of eleven (11) Phazzer Enforcers (electro shock weapon, or Tazer), in the amount of \$7,287, from Account Number 20131-50501 – Operational Supplies and Equipment – with a balance of \$12,534.36.**

**VOTE: Unanimous.**

**# 6848 Discussion with Action: Approve the Transfer of the forfeitable items of the Defendant in Rem, or any portion thereof, pursuant to 15 M.R.S.A., Section 5724(3) and Section 5826(6); and accept the seizure money (\$5,463) should it be awarded by the Courts.**

**BACKGROUND:**

Section 15 M.R.S.A., Section 5824(3) requires that, before any forfeitable item may be transferred to a State agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) if subsequently ordered forfeited by the Court. The Town Council approves the transfer of the Defendant in Rem in the amount of \$5,463, should it be ordered by the Court.

**MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the Transfer of the forfeitable items of the Defendant in Rem, or any portion thereof, pursuant to 15 M.R.S.A., Section 5724(3) and Section 5826(6); and accept the seizure money (\$5,463) should it be awarded by the Courts.**

**VOTE: Unanimous.**

JANET T. MILLS  
ATTORNEY GENERAL



STATE OF MAINE  
OFFICE OF THE ATTORNEY GENERAL  
6 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0006

TEL: (207) 626-8800  
TTY USERS CALL MAINE RELAY 711

REGIONAL OFFICES  
84 HARLOW ST. 2ND FLOOR  
BANGOR, MAINE 04401  
TEL: (207) 941-3070  
FAX: (207) 941-3075

415 CONGRESS ST., STE. 301  
PORTLAND, MAINE 04101  
TEL: (207) 822-0260  
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1  
CARIBOU, MAINE 04736  
TEL: (207) 496-3792  
FAX: (207) 496-3291

January 13, 2017

Old Orchard Beach Police Department  
Chief Dana Kelley  
16 East Emerson Cummings Blvd  
Old Orchard Beach, ME 04064

RE: State of Maine vs. Bradford Phillips  
York County Unified Criminal Court Doc. No. CR-16-588 - **Criminal Forfeiture**  
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Kelley:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court;**

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) *In Rem* will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) *In Rem* are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) *In Rem* to a Department, Agency, County or Municipality based upon the "substantial contribution" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) *In Rem* or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the municipal legislative body and the law



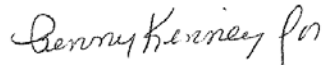
enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Karen Dostaler  
Assistant Attorney General

Enclosure

STATE OF MAINE  
York, ss

SUPERIOR COURT  
Criminal Action  
Docket No. CR-16-588

State of Maine	}	
	}	
v.	}	Municipality of Old Orchard Beach
	}	Approval of Transfer
Bradford Phillips,	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Defendant;	}	
	}	
And	}	
	}	
\$10,926.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the municipality of Old Orchard Beach, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem (\$5,463.00), or any portion thereof, on the grounds that the Old Orchard Beach Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Old Orchard Beach, Maine does hereby approve of the transfer of the Defendant(s) in Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Old Orchard Beach municipal legislative body on or about

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Municipal Officer  
Old Orchard Beach, Maine  
(Impress municipal legislative body seal here)

**# 6849 Discussion with Action: Accept the bid from Viking Cives for the purchase of a brine system in the amount of \$9,944.60, from Account Number 50002-50551 – Public Works Capital Equipment Budget, with a balance of \$28,912.55.**

**BACKGROUND:**

**This is the purchase of a brine system and it was a sole source purchase. Brine is a solution of salt (usually sodium chloride) in water with different contexts and may be referred to sale solutions. Viking Cives is a soul-source for this product.**

**MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Accept the bid from Viking Cives for the purchase of a brine system in the amount of \$9,944.60, from Account Number 50002-50551 – Public Works Capital Equipment Budget, with a balance of \$28,912.55.**

**VOTE: Unanimous.**



Cives Corporation, dba  
 Viking Cives (USA)  
 2085 Lisbon Road  
 Lewiston, Me. 04220  
 Phone: (207) 624-1928  
 Fax: (207) 783-9700  
 tireland@vikingcives.com

**QUOTATION**

Quote ID:

Page 1 of 2

**Customer:** Town of Old Orchard  
**Contact:** Dennis Nason  
**Address:**

**Quote Number:** 401  
**Quote Date:** 1/12/2017  
**Quote valid until:** 2/12/2017

**Phone:**  
**Fax:**  
**Attn:**

**For:**  
**Terms:** Net 30 days  
**Salesperson:** Tim Ireland  
**FOB:** Lewiston, Maine

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Varitech Critical Spot Sprayer, 305 Gallon (3) lane, Galvanized Frame, manual start Honda engine, closed loop, SS spray bar, 50' hose reel, VariTech controller, GPS speed sensor.		
<b>Quote Total:</b>			<b>\$9,944.60</b>
<b>Tax :</b>			
<b>Total Due:</b>			<b>\$9,944.60</b>

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

♦ Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

**# 6850 Discussion with Action: Approve the quote from Hydraulic Hose & Assemblies for purchase of plow blades in the amount of \$8,970.16 from Account Number 20151-50452 – Public Works Equipment, with a balance of \$49,201.26.**

**BACKGROUND:**

This is the only local vendor that could supplies these on an emergency basis.

**MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the quote from Hydraulic Hose & Assemblies for purchase of plow blades in the amount of \$8,970.16 from Account Number 20151-50452 – Public Works Equipment, with a balance of \$49,201.26.**

**VOTE: Unanimous.**

# QUOTATION

GENALCO INC  
 HYDRAULIC HOSE & ASSEMBLIES  
 PO BOX 429  
 GORHAM, ME 04038-0429  
 207-854-3702



Order Number	
1503783	
Order Date	Page
1/13/2017 12:02:49	1 of 1

Quote Expires On 2/12/2017

**Bill To:**

TOWN OF OLD ORCHARD  
 1 PORTLAND AVE  
 OLD ORCHARD BEACH, ME 04064  
 US

**Ship To:**

TOWN OF OLD ORCHARD  
 103 SMITHWHEEL ROAD  
 OLD ORCHARD BEACH, ME 04064  
 US

207-934-5714

Customer ID: 113816

PO Number		Ship Route		Taker			
Winter Guards				KCT			
Quantities			UOM Unit Size	Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining					
15.00	0.00	15.00 EA	1.0	PC8312XR CURBGUARD 8 SHP RIGHT	EA 1.0	164.0030	2,460.05
15.00	0.00	15.00 EA	1.0	PC8312XL CURBGUARD 8 SHP LEFT	EA 1.0	164.0030	2,460.05
30.00	0.00	30.00 EA	1.0	PS8412X CURB GUARD STRAIGHT 8 SHP X GAUGE	EA 1.0	135.0020	4,050.06
<i>Total Lines: 3</i>						<b>SUB-TOTAL:</b>	8,970.16
						<b>TAX:</b>	0.00
						<b>AMOUNT DUE:</b>	<b>8,970.16</b>
							<i>U.S. Dollars</i>

**# 6851 Discussion with Action: Approve the Special Event Permit application for the Salvation Army to hold their 4<sup>th</sup> annual Freedom 5K Run/Walk on Monday, July 31<sup>st</sup>, 2017. Race starts at 7:30 a.m., and finished by 11 a.m. 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 application as read.**

**VOTE: Unanimous.**

**# 6852 Discussion with Action: Approve the Special Event Permit application for the Eastern Trail Alliance to hold the "Maine Lighthouse Bike Ride" Saturday, September 9<sup>th</sup>, 2017 from 7 a.m. to 3 p.m.; Rest stop in Memorial Park and Heath Street; 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 Tousignant seconded to Approve the Special Event Permit as read.**

**VOTE: Unanimous.**

**# 6853 Discussion with Action: Approve the Special Event Permit application for the Town of Old Orchard Beach to hold the annual Memorial Day Parade on Monday, May 29<sup>th</sup>, 2017 from 8 a.m. (set up in Memorial Park) to 3 p.m. (takedown); line-up on E. Emerson Cummings Blvd at Noon, parade to begin at 1:00 p.m.; ceremony in Memorial Park; allow horses in the parade to walk on the beach, with bags, from Ocean Park to Union Avenue, to the starting point of the parade, and back to Ocean Park following the parade; and a request to waive the fee as it is a Town event.**

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

**VOTE: Unanimous.**

**# 6854 Discussion with Action: Approve the installation by Shaw Brothers in the amount of \$56,025.80, of a new eight (8) inch sewer line to provide adequate service for residents of Pavia Street, from Account Number 50002-50508 – CIP – Sewer Maintenance Expense, with a balance of \$362,349.60.**

**BACKGROUND:**

**Pavia Street is a short street that runs from West Grand Avenue to Seaside Avenue and then to the beach. It is bounded on one side by Reggio Street and on the other by Tripoli Street. Public Works Crews have been flushing a 4" sewer line that services this portion of Pavia for several years in the summer months because of frequent blockages that occur when seasonal use increases. In addition to four parcels on Pavia this 4" line also services one parcel at 129 W. Grand Avenue which is pending construction of a new year-round residential structure.**

In December Public Works tried but was not successful in getting access to the 4” sewer lines from a sewer manhole in Seaside Ave. After conferring with a contractor DPW determined the best course of action was to dig up a portion of the sewer line at the West Grand Ave end of Pavia. The line at this end of the street was only 18” below surface. DPW installed a clean out and ran a push type camera down the line toward Seaside Ave. The line was flat and full of water. DPW was able to camera 260 feet of the line.

The Department consulted with Wright Pierce engineering regarding the potential impact of additional flow on the sewer line and concluded that the modified sewer connection from a rebuilt structure where the bathroom would be on the second floor and the kitchen would be on the third floor will likely cause sewer flow issues for the downstream residents on Pavia.

The Department proposes to install a new 8” sewer line that will provide adequate service for all of the residents on this portion of Pavia Street.

DPW solicited proposals from several contractors and received responses as noted below:

SBB Excavation – not interested at this time  
Picard & Sons – not interested at this time  
Gobiel and Sons - \$45,000 – but the Town to provide  
the materials  
Shaw Brothers - \$56,025.80.

The Public Works Director is recommending Shaw Brothers because of its capability to address the difficult peat moss soil conditions that are present as well as the shallow water table, plus its complete proposal including provision of all materials.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to Approve the installation by Shaw Brothers in the amount of \$56,025.80, of a new eight (8) inch sewer line to provide adequate service for residents of Pavia Street, from Account Number 50002-50508 – CIP – Sewer Maintenance Expense, with a balance of \$362,349.60.

**VOTE:** Unanimous.



Project Name: **Old Orchard Beach - Pavia Street Sewer Upgrades**  
**Estimate of Probable Construction Costs**

Location: **Old Orchard Beach, Maine**  
 Design Level: **Concept Plan: For Review Only**

Date: **January 4, 2016**

Item No.	Bid Quantity	Units	Price/Unit	Project Total Estimated Costs
1	1	LS	\$ 2,000.00	\$ 2,000.00
2	1	LS	\$ 5,000.00	\$ 5,000.00
3	250	LF	\$ 90.00	\$ 22,500.00
4	140	LF	\$ 75.00	\$ 10,500.00
5	100	LF	\$ 5.00	\$ 500.00
6	60	TON	\$ 150.00	\$ 9,000.00
7	1	EA	\$ 1,500.00	\$ 1,500.00
8	1	EA	\$ 3,500.00	\$ 3,500.00
9	40	CY	\$ 150.00	\$ 6,000.00
10	2	EA	\$ 400.00	\$ 800.00
11	1	LS	\$ 3,500.00	\$ 3,500.00
12	25	CY	\$ 30.00	\$ 750.00
Sub-total Costs				\$ 65,550.00
20% Contingency				\$ 13,110.00
Total				\$ 78,660.00

\*Assumed Quantities



SHAW BROTHERS CONSTRUCTION, INC.  
 341 Mosher Road., P.O. BOX 69 GORHAM, ME 04038  
 (207) 839-2552 Fax (207) 839-6239

# PROPOSAL

PROPOSAL SUBMITTED TO: Old Orchard Beach Public Works Dept.	FILE NO: File	DATE: January 9, 2017
ADDRESS: 1 Portland Ave	JOB NAME: 8" Sewer Main Installation	PHONE: 934-5323
CITY/TOWN AND ZIP: Old Orchard Beach, ME 04064	JOB LOCATION: Pavia Ave, Old Orchard Beach	PHONE: 934-2250
ESTIMATE: Joe Cooper	EMAIL ADDRESS: jcooper@cnbmaine.com	CELL PHONE: N/A

Shaw Brothers Construction, Inc. will provide all labor, materials, and equipment necessary to install a sewer manhole, and install 260 lineal feet of 8" sewer pipe to connect to an Manhole on Seaside Ave in Old Orchard Beach. The eight existing sewer service laterals will be tied into the new 8" main as well, and the trench will be capped with reclaim for the winter. Our estimate is based on a site visit between Craig Lucas, and Joe Cooper on January 6, 2017. Our scope of work, lump sum price and clarifications are shown below.

**Scope of Work:**

- Dig Safe.
- Equipment mobilization.
- Setup and maintain traffic signs and barrels to protect work area.
- Sawcut and remove pavement.
- Bypass pumping as required.
- Supply, and install 8" sewer main from existing manhole in Seaside Ave to W. Grand Ave intersection, 260 ft long.
- Supply, and install a new 4' diameter sewer manhole near the W. Grand Ave intersection.
- Connect eight existing 4" sewer services to new sewer main.
- Backfill and compact existing material in trenches.
- Supply, place, and compact 15" of bank run gravel in pavement areas.
- Supply, place, and compact 3" of MDOT Type A gravel in pavement areas.
- Supply, place, and compact 3" of reclaim in trenches flush with pavement for winter cap.
- Clean up and demobilization.

**Unit Prices:**

Description	Qty	Unit	Unit Price	Total
Remove Ledge	1	cy	\$ 150.00	\$ 150.00
Dispose of Unsuitable Excavation, Replace with Granular Borrow	1	cy	\$ 20.00	\$ 20.00
2" Rigid Insulation	1	sf	\$ 2.00	\$ 2.00

**Exclusions/Clarifications:**

- All federal, state, local permits and fees are not included.
- Excavation and removal of contaminated, and or hazardous materials is not included.
- Excavation of any ledge and large boulders is not included in base bid, unit price is included for ledge.
- Pavia Ave. is to be shutdown to traffic for this work, except for the one full time resident on the street will be able to access their driveway at all times.
- Trench paving in the spring is not included.
- Maintenance of reclaimed trench after the project is complete is not included.
- Erosion control devices, and maintenance is not included, Town of Old Orchard Beach to complete erosion items.
- Rigid insulation over pipe and services is not included, if needed it can be provided at unit prices.
- Excavated material unsuitable for backfill disposal and replacement with granular borrow is not included in base bid price. A unit price is provided for this item.

We Propose hereby to furnish material, labor and equipment to complete the work described above for the sum of: \$56,025.80  
Fifty Six Thousand Twenty Five Dollars And Eighty Cents

Payment to be made as follows: Net 30 days  
 Interest of 1.5 percent per month on accounts over 30 days. Collection costs and reasonable attorney's fees will be added to account.

All material to be furnished to be as specified. All work to be completed in a workmanlike manner according to standard practice. All alterations or deviations from above specifications involving extra work will be measured and billed upon written orders, and will become an extra charge over and above the estimate. All agreements to change open orders, materials, or prices require our written order to change the estimate, and other necessary insurance. Our estimate is valid only when used by the Town of Old Orchard Beach.

Authorized Signature: *Craig B. Lucas*  
 NOTE: This proposal may be withdrawn by us if not accepted within 22 days.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

**Gobeil Enterprises Inc.**  
**73 Berry Rd**  
**Saco, Maine 04072**  
**(207)286-6281**

01/26/2017

Town of Old Orchard Beach  
OOB, ME 04064

RE: Pavia Sewer Line

We are please to quote you a price for the replacement of the Sewer line on Pavia Ave. With the discussion we had and the plans we received, we shall provide the following:

- Provide Labor, Equipment and Fuel to Install Main Sewer Line Including Manhole and 7 Services on Pavia Ave.

The town of OOB will provide Stone, Gravel, Pavement, Piping, and Manhole.

**Total Cost \$45,000**

Thanks for your Consideration,

Gary Gobeil



**# 6855 Discussion with Action: Approve the replacement of the radiator on the generator at the Comfort Pump station by Power Products, in the amount of \$6,044, from Account Number 20161-50330 – Wastewater Equipment Replacement Account, with a balance of \$27,953.**

**BACKGROUND:**

**This agenda item is to replace the radiator on the generator at the Comfort Pump Station.**

**MOTION: Councilor Blow motioned and Councilor Tousignant seconded to Approve the replacement of the radiator on the generator at the Comfort Pump station by Power Products, in the amount of \$6,044, from Account Number 20161-50330 – Wastewater Equipment Replacement Account, with a balance of \$27,953.**

**VOTE: Unanimous.**

# PowerProducts™

"THE POWER SOURCE"™

SYSTEMS, LLC

February 14, 2017

Old Orchard Beach Wastewater  
 24 Manor Ave  
 Ocean Park Me. 04064

RE: Kohler- Model 100rozj71 Serial #292065

Dear Christopher,

We are pleased to provide you with an estimate for repairs to the Kohler Generator set identified above for Weekday work. The scope of work, per our discussions and your request, is as follows:

**Scope:** Lock out unit, disable block heaters drain engine coolant and remove shrouds and fan also disconnect ductwork and hoses for access and remove radiator. Install new radiator, reinstall pipes and new hoses, reconnect ductwork, reinstall fan, reinstall guards and fill system with new coolant and pressure test with load bank. Clean job site and return unit to auto.

• Parts & Supplies	\$ 3678.00
• Labor & Travel Power Products	\$ 2366.00
<hr/>	
<b>Total Repair Estimate*</b>	<b>\$ 6044.00</b>
<b>Required deposit</b>	<b>\$ 3022.00</b>

**Please Note:** Since this estimate has been prepared prior to disassembly, we may discover further deficiencies or encounter unexpected difficulties; during the repairs should this occur, we will contact you immediately to discuss any price adjustments related to the situation. Our time schedule is based on our reasonable expectations but should not be considered a guarantee.

Feel free to contact me at your earliest convenience with any questions that you may have or authorize below with your signature and/or purchase order and return to my attention.

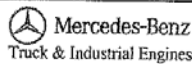
Sincerely,



Mark Wilson  
 Power Products Systems, LLC.

Authorization/PO# \_\_\_\_\_

Power Product Systems, LLC.  
 DBA's: New England Detroit Diesel-Allison; Power Products; Carrier Transicold of Boston, Maine and RI  
 90 Bay State Road, Wakefield, MA 01880 • Tel 781-246-1810, Fax 781-246-1218  
 432 Warren Avenue, Portland, ME 04103 • Tel 207-797-5950, Fax 207-797-5953  
 1 Southern Industrial Drive, Cranston, RI 02921 • Tel 401-942-0062, Fax 401-942-0064



**# 6856 Discussion with Action: Approve the contract for 2018 with Animal Welfare Society, Inc., in the amount of \$11,987.36 annually, beginning July 1, 2017, from Account Number 20131-50310- Service Contracts, subject to final approval of the FY18 budget.**

**BACKGROUND:**

**This is the annual invoice from Animal Welfare Society, Inc., in the amount of \$11,987.36 annually (same as 2017 – based on census population of Old Orchard Beach) for the care and keeping of animals found in Old Orchard and transferred to their facility in West Kennebunk. The Society works closely not only with our Police Department but with the Community Animal Watch, a very active Committee in Old Orchard Beach.**

**MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the contract for 2018 with Animal Welfare Society, Inc., in the amount of \$11,987.36 annually, beginning July 1, 2017, from Account Number 20131-50310- Service Contracts, subject to final approval of the FY18 budget.**

**VOTE: Unanimous.**

ANIMAL SHELTER AGREEMENT, OLD ORCHARD BEACH

This agreement (the "Agreement") is by and between the Animal Welfare Society, Inc., a non-profit corporation organized and existing under the laws of the State of Maine (herein-after "AWS"), Old Holland Road, West Kennebunk, Maine and the Town of Old Orchard Beach, Maine (hereafter "Municipality") (collectively, "Parties"). The terms of this Agreement shall take effect on July 1, 2017 and shall remain in effect through June 30, 2018.

WHEREAS, Municipality is required under the laws of the State of Maine to provide shelter at a State licensed animal control shelter (7 M.R.S. § 3949) for stray and lost domesticated companion animals (hereinafter "Animal" or "Animals"); and

WHEREAS, Municipality is required under the laws of the State of Maine to provide services relating to the humane disposition of said Animals in the event they are not claimed by their owners; and

WHEREAS, AWS operates an animal shelter as defined in 7 M.R.S. §3907, which is a suitable facility for the housing and/or disposition of said Animals (hereinafter, the "Shelter") but is not a suitable facility for the housing and/or disposition of any living, sentient creature that is not an Animal;

NOW THEREFORE, the Parties hereby agree as follows:

1. AWS will confine such Animals as may be delivered to it by an authorized agent of the Municipality for the legal impoundment period. At the end of this period, AWS will make such a disposition as it seems fit in accordance with 7 M.R.S. §§3912, 3913, *et. seq.* AWS may refuse delivery of any living, sentient creature that, in the sole and exclusive judgment of AWS, is not an Animal.
2. Delivery of said Animals shall be accepted from the Municipality's Animal Control Officer/Police from 7:30 a.m. to 4:30 p.m., Sunday through Saturday ("Regular Business Hours"). Police and/or Animal Control Officer will be issued a key to an after hours holding room at the Shelter. Persons may deliver Animals found within the boundaries of the Municipality to the Shelter during Regular Business Hours. Animals delivered to AWS by Municipality's Animal Control Officer or Police after hours shall be placed by the person delivering the Animal in pens, kennels, or crates made available in the holding room by AWS for that purpose, to the extent such materials are available to AWS. It is the responsibility of the Police and/or Animal Control Officer delivering an Animal after

hours to provide bedding, food, and water for said Animal as supplied by AWS, to the extent such materials are available to AWS. Where delivery of one or more Animals by the Municipality's Animal Control Officer or Police renders the Shelter unable to humanely confine such Animals in the holding room, the delivering Animal Control Officer or Police shall communicate with designated AWS personnel prior to delivery to verify AWS's ability to confine such Animals. AWS alone retains sole discretion to refuse delivery of one or more Animals where such delivery renders AWS unable to provide appropriate housing and/or disposition of delivered Animals.

3. Police and Animal Control Officers shall take a stray or lost Animal to its owner, if known, or, if the owner is unknown, to the Shelter. Municipality agrees that all Animals apprehended and seized within the boundaries of the Municipality and delivered to the Shelter shall be under the exclusive control and custody of AWS. Moreover, Municipality agrees that AWS shall have the undisputed right, consistent with the laws of the State of Maine, to humanely dispose of every Animal given into its custody in accordance with State laws and the policies and procedures of AWS.

4. AWS will not accept delivery of any injured Animal that has not received proper veterinary care. Municipality agrees that it shall obtain appropriate veterinary care for injured Animals prior to delivery to AWS. In the event that Municipality delivers an injured Animal to the Shelter without first obtaining appropriate veterinary care, AWS, in its sole discretion, may elect either to refuse acceptance of such Animal or to accept delivery of such Animal and procure the veterinary care it deems necessary and appropriate. Municipality agrees to reimburse AWS for the costs of emergency and required veterinary care within ten (10) days from the receipt of an invoice. At no time will the Municipality deliver any injured Animal to the Shelter during hours other than Regular Business Hours unless Municipality has made prior arrangements with AWS.

5. The Municipality agrees to and shall indemnify and hold harmless AWS for any claims arising out of actions and/or inactions of the Municipality's Police Officers and Animal Control Officers in the capturing, detaining, processing, documenting and delivery of any Animal under this Agreement, and for any violation by the Municipality's Animal Control Officer or Police Officers of the provisions of this Agreement, and of applicable laws or regulations.

6. AWS shall assist Municipality's residents in allowing owned Animals to be claimed during Regular Business Hours. AWS will request proof of payment prior to releasing an Animal to its owner and may collect impoundment fees for the Municipality. AWS reserves the right to release an Animal without proof of payment of impoundment fees if a case warrants the release, in AWS' sole judgment. Impoundment fees collected by the AWS on the Municipality's behalf will be forwarded to the Municipality on a quarterly basis, along with a quarterly report of activity and an invoice for contract fee for service.

7. AWS may provide rabies quarantine on a space-available basis for a period of at least ten (10) days to stray dogs and cats found within the Municipality, which have bitten residents of the Municipality ("Rabies Quarantine"). Provision for rabies testing, and the



costs therein, are the sole responsibility of the Municipality and/or its residents. AWS is not obligated to quarantine privately-owned Animals.

8. AWS shall provide to Municipality a detailed, quarterly record of the number of stray or lost Animals seized within the territorial limits of Municipality and received by AWS.

9. Municipality shall be fully responsible for carrying out all enforcement activities required under the laws of the State of Maine and the ordinances of the Municipality, as may be amended. AWS shall not be required to apprehend or seize any Animal found roaming at large.

10. AWS shall make all reasonable efforts to promote Trap, Neuter, Return (“TNR”) for feral cats, and return such feral cats that are spayed/neutered, vaccinated, ear tipped and/or micro-chipped to the originating location when possible, and promote caregiver volunteerism and guardianship. The Municipality shall work with AWS and the community to permit and encourage TNR as the preferred method of dealing with feral cats.

11. AWS shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed Animals and the suitability of homes offered, and shall have the sole and exclusive right to accept or reject such applicants’ claims to previously unclaimed Animals.

12. Municipality agrees that it shall notify AWS, in writing, of the identities of all of its duly authorized Animal Control Officers. Municipality agrees that it will provide each Animal Control Officer with a copy of the animal control laws of the State of Maine contained in the booklet published by the Maine Animal Welfare Board, the sections of the Municipality’s codes or ordinances, which are pertinent to the performance of their duties, and the terms of this Agreement. Animal Control Officers must also be certified as required by 7 M.R.S. § 3947.

13. AWS, its officers, employees, agents and volunteers shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of Municipality. Municipality, its employees, agents and representatives shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of AWS. Nothing in this Agreement shall be deemed by either Party or by any third party as creating a joint venture or partnership between AWS and Municipality.

14. AWS agrees to comply with applicable federal and state laws and regulations in the performance of this Agreement.

15. This Agreement shall not be assigned by either Party, without the prior written approval of the other Party.

16. AWS offers to provide the following services to Municipality at no additional cost to Municipality:

- a. Disposal Services: AWS will accept for disposal stray or lost cats or dogs, dead on arrival, from Animal Control Officers, or duly authorized Police.
- b. Telephone Services: To avoid confusion, AWS will take all telephone inquiries regarding reclaiming an Animal and adopting an Animal. Under special circumstances involving suspected abuse or neglect, the Animal Control/Police Officer(s) may request that they be contacted prior to an Animal being reclaimed by its owner.
- c. Lost and Found Pet Services: AWS staff will take lost and found reports to facilitate the return of pets to their owners.
- d. Education Services: AWS staff and volunteers will be available for conducting education programs upon request to any interested community group or organization, including schools, grades Kindergarten through 12.

17. For services provided by AWS to Municipality under this Agreement or under applicable law, the Municipality agrees to pay AWS the total sum of \$11,987.36, which is based on \$1.39 per capita/per year, of the Municipality's population as of 2010 Census (8,624), payable in advance quarterly payments.

Fee Calculation: 8,624 population x \$1.39 per capita = \$11,987.36

18. This Agreement represents the entire agreement between the Parties and no oral or prior written matter shall have any force or effect. No amendment shall be effective without prior express written approval signed by both Parties. Neither Party shall be bound by any conditions not expressly stated in this Agreement.

19. This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the Parties hereto.

20. If any provisions of this Agreement shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the Agreement and the remaining provisions of the Agreement shall be construed as if not containing such provision and, thereafter, the rights and obligation of the parties shall be construed and enforced under the remaining provisions of the Agreement.

21. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.

22. The fees noted in Paragraph 17, above, shall cover all boarding for Animals delivered to AWS and held other than those pending court proceedings. In the case of

seizures due to cruelty and/or neglect, costs and fees for animal care are the Municipality's responsibility. AWS fee schedules are available upon request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, in duplicate counterparts, as of the date first above written.

TOWN OF OLD ORCHARD BEACH, MAINE

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

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

THE ANIMAL WELFARE SOCIETY, INC.

By: Abigail Smith \_\_\_\_\_ Witness: Jerry Hutchins \_\_\_\_\_

Printed name: Abigail Smith Printed Name: Jerry Hutchins

Its: Executive Director \_\_\_\_\_

OLD ORCHARD BEACH

Quarterly Payment Schedule:

1st Payment due date:	July 1, 2017	Amount:	\$2,996.84
2nd Payment due date:	October 1, 2017	Amount:	\$2,996.84
3rd Payment due date:	January 1, 2018	Amount:	\$2,996.84
4th Payment due date:	April, 2018	Amount:	\$2,996.84
		<b>Total</b>	<b>\$ 11,987.36</b>

FEB 10 2017

Date Contract Mailed to Municipality: \_\_\_\_\_

Date Contract Received back by AWS: \_\_\_\_\_

**# 6857 Discussion with Action: Approve the Special Event Permit application for 5k Sports Race Management to hold a road race on Saturday, March 25<sup>th</sup>, 2017, from 7 a.m. to 1 p.m. Two Old Orchard Beach police officers are required, and must be booked at least two weeks prior to the event; any cancellation of the event must be at least one week prior to the event. 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.**

**GOOD AND WELFARE:**

**ADJOURNMENT:**

**MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Adjourn the meeting at 6:45 p.m.**

**VOTE: Unanimous.**

**Respectfully Submitted,**

**V. Louise Reid  
Town Council Secretary**

**I, V. Louise Reid, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of twenty-nine (29) pages is a copy of the original Minutes of the Town Council Meeting of February 21, 2017.**

**V. Louise Reid**