

**TOWN OF OLD ORCHARD BEACH
TOWN COUNCIL WORKSHOP
TUESDAY, AUGUST 14, 2007
TOWN HALL CHAMBERS
6:00 p.m.**

A Town Council Workshop was held on Tuesday, August 14, 2007 at the Town of Old Orchard Beach Town Hall. Chairman Joseph Kline opened the meeting at 6:12 p.m. to discuss Dispatch dealing with PSAP's only and Boarding Up Ordinance Revision.

Present were:

Councilor Robin Dayton

Councilor Roxanne Frenette

Councilor James Long

Chairman Joseph Kline

Vice Chairman Shawn O'Neill

CHAIRMAN KLINE: We are going to consider the subject of Dispatch PSAP only this evening and then following that will concentrate on the possible Boarding Up Ordinance Revisions. The recommendation has been made to go to Scarborough and Councilor Long has recommended that the PSAP go to Gray.

CHAIRMAN LONG: We have in our packet the proposal from Buxton and Hollis but not from Scarborough. Do we have one for Scarborough?

TOWN MANAGER: This is the same agreement that we would have if we went to Scarborough.

CHAIRMAN LONG: On page 2, "either party can withdraw with a 30 day notice." Is that the same for our contract? Is the cost the same?

CHIEF KELLEY: I received further information from Scarborough. They indicated that in further discussions with the Town Manager, Fire Chief, and staff that it is really difficult for them to accurately assess the summer impact and it will be necessary to put some conditions in place to ensure that we all end up with the best possible product at a reasonable price. With that in mind they indicated that it is necessary to apply some type of a premium rate for the three months of the summer. They feel that it would be necessary to have all involved parties participate in a review at the end of the first full year in order to determine if the original proposal would still be reasonable as we move forward. The pricing formula that they are proposing is also predicated on two conditions that they feel would be necessary to provide a quality service to our community without a degradation of the services that they are currently providing to our own community as well as the towns of Buxton and Hollis. The first would be with respect to Emergency Medical Dispatching (EMD). They feel it would be necessary to ensure that Old Orchard would continue to train and EMD certify all of their dispatchers. Obviously in an emergency or with a new un-certified dispatcher they could provide that service however as a routine day to day practice OOB dispatchers would continue to provide the EMD. They also feel that it would be in the best interests of both communities to ensure that Old Orchard Beach purchases the IMC module that allows for 911 information to be "pushed" from the PSAP to the dispatcher. In a nutshell, their proposal would be as follows;

- One dollar per capita per year, based on the latest census data available
- An additional dollar per capita surcharge for the three summer months
- A review with all involved parties at the end of the first year to evaluate the program and it's associated costs
- OOB to train and EMD certify all dispatchers
- OOB to purchase IMC module to ensure accurate information transfer from PSAP to dispatch

Just to clarify the summer premium, they used a hypothetical example so that you can see what they had in mind. Not knowing what our most recent census data shows and for the sake of making the math easier they will use a 10,000 population example. If you took the population of 10,000 times \$1 per capita and divided it by twelve months it would be approx. 833.33 per month. They would propose using that calculation for nine months. For the three summer months they would double the monthly rate or effectively add a surcharge of an additional dollar per capita. In this example the full year would cost $(833.33 \times 9) = 7,499.97 + (1666.66 \times 3) = 4,999.98$ for a total of \$ 12,499.95.

The telephone company has corrected the concern about the data transfer issue but it is up to Old orchard to pay the additional cost to maintain that. I also believe that Scarborough will be happy to reevaluate at the end of the year to see how things are gone.

COUNCILOR LONG: This is a 30 day withdrawal period?

CHIEF DANA KELLEY: Yes, but I still believe that they would reevaluate the contract at the end of one year. The per capita is based on the census data.

COUNCILOR DAYTON: Last page, paragraph 8 – it seems like it is open-ended. What is your feeling about that?

TOWN MANAGER: They have been doing Buxton and Hollis since January and there have not been any hic-ups.

COUNCILOR DAYTON: Well, Chief, you have talked with them is there an equipment fee? I am asking the Chief what the sense of the need of the clause is?

CHIEF GLASS: I would expect that all communities would be affected.

COUNCILOR FRENETTE: That is what is good about the 30 day sign off if we are not happy.

CHAIRMAN KLINE: If everyone gets a surcharge in Maine and we are still going to get charged for the surcharge but only a few communities will be paying above the surcharge so the State is getting money from the users and the surcharge.

CHIEF KELLEY: I understand that Augusta is suggesting that there be one PSAP in Augusta so this may be a temporary issue anyway.

TOWN MANAGER: A lot of this has to do with going to the digital system rather than an analog system and those communities not using it have to ante up. There was no support to

increase the 911 fee.

COUNCILOR O'NEILL: Why are there different charges for different PSAP's.

TOWN MANAGER: Each is taking into consideration what is different in their community such as a blended seasonal rate because of the tourist issue.

CHAIRMAN KLINE: Are there any other charges to go to Scarborough?

CHIEF KELLEY: Just the \$4,000 update. It takes less than a day to transfer our phone lines. My concerns with Gray are the layers of bureaucracy that you have there with Scarborough the relationship is less conflated. We work together on many things.

CHIEF GLASS: We are able to work easily with Scarborough. We have good working relationships with Scarborough than Gray. A major concern was the familiarity with Old Orchard Beach. Scarborough is more familiar with our system than Gray.

COUNCILOR DAYTON: One of the reasons I like the Gray agreement is that it appears to be clearer. Look at page 2 and you will see the services provided by Gray and will we get the same kinds of services from Scarborough such as transcripts.

CHIEF KELLEY: It is the same because it is the same format.

COUNCILOR DAYTON: Can we ask that this be considered in our contract? I think that administrative functions are necessary so there are no loose issues.

CHAIRMAN KLINE: I think standard practice for the industry.

COUNCILOR DAYTON: I would like to have it very specific.

CHIEF KELLEY: I think it is very clear – it is very simple – we will get it.

COUNCILOR DAYTON: Then it should not be difficult for us to get. On page 4, section 11 part c – sub committee – is that something that is already working. Are you going to get together to discuss issues?

CHIEF KELLEY: We have this arrangement already. I don't feel we need to have an annual meeting over this.

COUNCILOR DAYTON: I don't see why this could not be put in writing and I request that these be put in writing.

CHAIRMAN KLINE: I disagree. This is a very universal contract and I don't believe that we should get too many deviations from this contract then you can argue it is not in the contract and you have arguments transpiring. I see contracts in the military and specifics make it complicated.

COUNCILOR DAYTON: I don't see anything in the Scarborough contract that talks about communication with the Town. At the local level if you do not dot the I and cross the t.

COUNCILOR FRENETTE: I agree with the Chairman – and I believe that number 9 in the Scarborough contract addresses some of those issues that Councilor Dayton is suggesting.

COUNCILOR LONG: I believe the Scarborough contract provides us with what we are looking for at this point.

COUNCILOR DAYTON: I am going to ask for it so I hope that it is as easy as you say.

CHIEF KELLEY: I cannot see any reason that Scarborough would not honor their commitments and they would provide this when asked.

TOWN MANAGER: I assume that this will go on the August 21st Agenda.

**PSAP Call Handling Agreement
(Call Transfer to Dispatch-Only Agency)**

This agreement made this ____ day of _____, ____ by and between the Town of Scarborough, the “PSAP”, and the Towns of Buxton and Hollis, the “Dispatch-Only Agency”, and collectively known as the “parties”.

WHEREAS, the installation of the Enhanced 9-1-1 telephone system will provide one common number to call to receive public safety assistance and is intended to assure the caller that his/her request for assistance will be answered and that the appropriate agency will be notified as a result of dialing 9-1-1; and

WHEREAS, the parties desire to formalize an arrangement whereby 9-1-1 calls are properly routed; and

WHEREAS, the parties desire to set forth in writing the terms and conditions of said arrangement for call handling;

NOW THEREFORE, the parties agree as follows:

1. It is the purpose of this Agreement to establish call-handling procedures for 9-1-1 calls taken at the PSAP that must be transferred to the Dispatch-Only Agency to assure that proper assistance will be rendered to a 9-1-1 caller.
2. **Definitions**
PSAP – Public Safety Answering Point as defined by the Emergency Services Communication Bureau.

Dispatch-Only Agency – An entity, either public or private, which is duly authorized to dispatch emergency services within a designated area.

Relayed Transfer Method – A process whereby the telephone answerer receives the call, takes the information from the caller and thereafter transfers the essential information to the proper emergency responder. In this procedure, the caller does not speak to the emergency responder.

3. The services provided as a result of this Agreement are considered services to the general public and this Agreement shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the parties.
4. The cost of operating the PSAP and the Dispatch-Only Agency shall remain the responsibilities of the respective agencies.
5. This Agreement applies to Enhanced 9-1-1 telephone calls that are answered by the PSAP and need to be rerouted to the Dispatch-Only Agency.
6. 9-1-1 calls will be handled in accordance with the provisions set forth in the Scarborough Public Safety Communications SOP 03.304 attached hereto.
7. TTY calls must be handled using the Relayed transfer method. In the event that the address of the location where the emergency services are required can not be clearly identified, the PSAP receiving the call shall attempt to keep the 9-1-1 caller on the line until the Dispatch-Only Agency has identified the caller's location.
8. **Relationship Between the Parties**

In consideration of the mutual services provided herein, both parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to all services performed under this Agreement. Each party represents that it has, or will secure all its expense, all personnel required in performing its service obligation under this Agreement and that the acts of its employees performing the service under this Agreement shall be the acts of employees of that entity alone. Each entity agrees that in the performance of this mutual service, its employees shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the other entity to this Agreement, including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability, Worker's Compensation, Unemployment Compensation or severance pay.

9. **Agreement of the Parties**

Both parties entering into this Agreement acknowledge that any modifications to this Agreement must be by mutual consent, in writing, and will be treated as an amendment to this Agreement.

Either party hereto may withdraw from this contract. Withdrawal shall be effective thirty (30) days after receipt of written notice of withdrawal has been sent, by certified mail, return receipt requested, by the withdrawing party to the other party of this Agreement. If withdrawal is due to a conflict between the parties relating to the terms of this Agreement, the parties shall first attempt to resolve the conflict in accordance with Exhibit A, paragraph 9.

It is agreed that the PSAP will provide the processing of E9-1-1 calls to the Towns of Buxton and Hollis at a cost of \$ 1.00 per capita based upon the most recent census data available. The PSAP will invoice each community on a quarterly basis.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the _____
day of _____, _____.

Ronald W. Owens, Town Manager
Town of Scarborough

Daniel T. Collomy, Selectman, Chair
Town of Buxton

Stuart Gannett, Selectman
Town of Hollis

PSAP Call Handling Agreement
Exhibit A

Agency contact: Sgt. John O'Malley

Telephone Number: 207.730.4306

- 1. Upon receipt of a call requiring transfer to a Dispatch-Only Agency, the PSAP call taker shall dial the primary 7-digit unpublished, unlisted number designated by the Dispatch-Only Agency.**
- 2. The Dispatch-Only Agency must maintain an adequate amount of 7-digit unpublished, unlisted numbers to assure that the PSAP call taker can complete the call transfer.**
- 3. The PSAP call taker shall, while transferring a call to the Dispatch-Only Agency, stay on the line with the caller until a definite connection has been made and after insuring that the call transfer has been completed.**
- 4. If the call transfer cannot be accomplished, the call taker shall call an alternate emergency number provided by the Dispatch-Only Agency. If the call still cannot be completed, the PSAP shall take the following information:**
 - i.) Type of incident/action request.**
 - ii.) Verify location information and where emergency services are needed.**
 - iii.) Verify telephone number and ask name of caller.**
 - iv.) Time of incident.**
- 5. It may be the judgment of the PSAP call taker that circumstances require immediate or direct contact with the Dispatch-Only Agency via mobile radio to relay a message. When possible the format described above in (4) shall be used.**
- 6. The Dispatch-Only Agency will continually maintain and provide to the PSAP a list of resources to enable the PSAP to contact substitute emergency services if that becomes necessary in order to handle the emergency.**

7. The parties shall cooperate expeditiously to resolve any discrepancies regarding address or MSAG database information in accordance with ESCB Rules and policies.
8. If it is determined at a later date that it is necessary to provide other communications equipment or procedures so as to be able to accomplish the purpose of this Agreement, amendments to this Agreement may be executed identifying the cost obligations of each party for such additional equipment.
9. In the event of a conflict between the parties relating to the terms of this agreement, the agency heads shall meet to attempt to reach an amicable resolution. In the event that an amicable resolution is not achieved, the ESCB shall mediate the conflict by recommending a resolution.

CHAIRMAN KLINE: Below is the PSAP Agreement for Gray, Maine.

**AGREEMENT
BETWEEN
STATE OF MAINE, DEPARTMENT OF PUBLIC SAFETY
AND
TOWN OF OLD ORCHARD BEACH**

This Agreement is between the State of Maine, Department of Public Safety, with a mailing address of 104 State House Station, Augusta, Maine 04333-0104 (“Department”) and the Town of Old Orchard Beach, with a mailing address of 1 Portland Avenue, Old Orchard Beach, ME 04064 (“Town”), hereinafter referred to jointly as the “Parties”.

WHEREAS, the Town has an obligation to provide Public Safety Answering Point Services; and

WHEREAS, the Town wishes to contract with the Department for the provision of PSAP Services; and

WHEREAS, the Department is willing to provide PSAP Services:

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

1. The Department agrees to furnish to the Town all qualified personnel, facilities and materials necessary to provide Public Safety Answering Point Services as set forth in Attachment A to this Agreement (“Project”). For the purposes of this Agreement, the term “PSAP Services” means services described in rules adopted by the Maine Emergency Services Communication Bureau (“ESCB”) as amended. A copy of the ESCB rules as in force on the date of this Agreement is attached hereto as Attachment “B” and is incorporated herein by reference.

2. The Department shall provide to the Town:

- a. A quarterly statistical report of PSAP Services using the standard reporting tools specified by the ESCB and the Department;
- b. Transcripts of 9-1-1 calls received in connection with the performance of PSAP Services under this Agreement, upon the request of the Town;
- c. Copies of tapes of radio calls received in connection with the performance of PSAP services under this Agreement, upon the request of the Town (for court and investigative purposes); and
- d. Copies of any notices from the ESCB that PSAP Services failed to meet the standards established by the ESCB.

3. The Town shall pay to the Department an annual fee for PSAP Services in the amount of \$22,140.00. The fee shall be paid to the Department fifteen (15) days after the Town's receipt of an invoice from the Department. The Department shall invoice the Town annually.

4. The term of this Agreement shall be twelve (12) months commencing October 1, 2007 and ending September 30, 2008. The Town may extend the term of the Agreement on the same terms and conditions for an additional twelve (12) month period by giving the Department written notice of such request sixty (60) days prior to the expiration of this Agreement. Any extension of the term of this Agreement must be approved by both parties in writing as an amendment to the Agreement and must set forth the terms and conditions of such extension, including, but not limited to, without limitation any change in the annual charge for PSAP Services.

5. This Agreement may be terminated by either party for convenience by notifying the other party in writing of the termination six (6) months prior to the date of termination. In the event of such termination, the Parties agree to work together to ensure continuation of PSAP Services.

6. The Department and the Town shall each appoint a Project Administrator.

7. The Parties shall comply with all applicable state and federal laws, rules and regulations in performance under this Agreement.

8. The Department shall maintain all books, documents, records and other materials, in whatever form, pertaining to this Agreement and retain such books, documents, records and other materials during the term of this Agreement and for such period of time as required by the Maine Archivist and the accounting and auditing practices of the State of

Maine. The Department shall make the books, documents, records and other materials available for inspecting and copying in accordance with the provisions of the Maine Freedom of Access Act.

9. This Agreement shall be governed by the laws of the State of Maine.

10. The Town may request changes in the work (“Change Request”) to be performed by the Department. A Change Request shall be in writing and submitted to the Department’s Project Administrator. Within fifteen (15) days of receipt of a Change Request, the Department shall provide to the Town’s Project Administrator a written statement indicating whether the Change Request has a price or schedule impact. If there is a price or schedule impact, the statement shall include a description of the estimated price increase or decrease and any impact on schedule. In the event the Parties agree to the Change Request, they shall attempt to negotiate in good faith the terms and conditions for implementation of the Change Request. A Change request shall not be effective unless memorialized in writing and signed by both Parties.

11. The Town’s Project Administrator shall have responsibility for coordinating the performance of PSAP Services by the Department, including, but not limited to:

- a. Reviewing written planning documents prepared by the Department;
- b. Being available to the Department Project Administrator during normal business hours for consultation and decision making;
- c. Forming a PSAP Advisory Sub-Committee (“Advisory Sub-Committee”) that will be responsible for providing advice to the Maine Communications Policy Board regarding PSAP Services (optional); and
- d. Scheduling and attending regular meetings of the Advisory Sub-Committee.

12. The Department’s Project Administrator shall have responsibility for coordinating the performance of PSAP Services with the Town, including, but not limited to:

- a. Preparing written planning documents that set forth PSAP Services tasks in detail;
- b. Being available to the Town Project Administrator during normal business hours for consultation and decision making;

- c. **Attending meetings of the Advisory Sub-Committee if formed;**
 - d. **Supervising Department personnel involved in providing PSAP Services;**
- and**
- e. **Ensuring that PSAP Services are performed in accordance with ESCB and Department standards.**

13. The Parties acknowledge that during performance of this Agreement they each may be exposed to or acquire confidential information. Subject to the requirements of federal and State law, the Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purpose other than for the provision of PSAP Services. The Parties shall advise each of their employees, agents and representatives of their obligations to keep such information confidential. The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of such information. Without limitation of the foregoing, the Parties shall make reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to such information has violated or intends to violate either the terms of this Agreement, or applicable law and will reasonably cooperate in seeking injunctive relief against any such person.

Nothing in this Section 13 shall prohibit disclosure of public records or other information by either party when such disclosure is permitted by Maine's Freedom of Access law, 1MRSA sec. 401 *et seq.* or by court order. Responses to requests for public records related to this contract shall be made jointly and cooperatively by the Parties. The terms of this Section 13 shall survive the expiration or termination of this Agreement.

14. In the event of any dispute arising during the term of this Agreement concerning performance of the work under the Agreement, either party shall serve notice of such dispute on the other party and the Commissioner of Public Safety. The Commissioner shall decide the dispute, reduce the decision to writing and serve a copy on both parties. The Commissioner's decision shall be final, unless either party seeks relief under applicable law.

15. The Parties shall not be deemed to have waived any provision of this Agreement unless expressed in writing and signed by the waiving party. The Parties agree that they shall not assert in 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 of any one 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.

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

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

18. This Agreement is subject to available budgetary appropriations and shall not create any obligation on behalf of the Town in excess of such appropriations. In the event insufficient funds are appropriated to fund this Agreement, or if funds are de-appropriated, the Town shall immediately notify the Department of such action. The failure of the Town to meet its obligations under this Agreement as a result of insufficient funding may be deemed by the Department as a breach of this Agreement.

19. The Department shall be excused from its performance obligations under this Agreement if the Department's provision of PSAP services are prevented by act of God, act of war, riot, fire, explosion, flood or other catastrophe, or any other event beyond the control of, and that could not reasonably be foreseen or avoided by, the Department.

20. 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.

21. This Agreement contains the entire agreement of the Parties with respect to the matters addressed therein. This Agreement may not be amended except upon the express written agreement of the Department and the Town.

22. In the event of any litigation between the Parties with regard to the Agreement, each party shall be responsible for its own expenses, costs and attorney fees.

WHEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

Dated: _____

DEPARTMENT OF PUBLIC SAFETY

By: _____

Title: _____

Dated: _____

TOWN OF OLD ORCHARD BEACH

By: _____

Title: _____

ATTACHMENT "A"
SPECIFICATIONS OF SERVICES TO BE PERFORMED

The Department agrees to provide the Town with PSAP (Public Safety Answering Point services for appropriate service providers. These include, but are not limited to, Fire, Rescue, Animal Control and Law Enforcement.

- A. Provide adequate facilities, equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.
- B. Provide call answering, which shall include but not be limited to all emergency calls for service.
- C. Ensure that all the emergency 9-1-1 calls for service are transferred to the appropriate service providers for the Town.
- D. Provide all services in the most cost effective and efficient manner possible.

ATTACHMENT "B"

65 *PUBLIC UTILITY COMMISSION*

625 **EMERGENCY SERVICES COMMUNICATIONS BUREAU**

Chapter 1: STANDARDS FOR ESTABLISHING A STATEWIDE ENHANCED 9-1-1 SYSTEM

SUMMARY: This chapter outlines the standards, specifications, and procedures to establish a statewide Enhanced 9-1-1 system pursuant to 25 MRSA § 2926.

§1. Definitions.

1. **Automatic Location Identification (ALI):** A system capability that enables an automatic display of information defining the geographical location (e.g., a street address) of the telephone used to place a 9-1-1 call.
2. **Automatic Number Identification (ANI):** A system capability that enables the automatic display of the seven-digit number of the telephone access line used to place a 9-1-1 call.
3. **Central Office (or End Office):** A facility in which customer lines are joined to switching equipment that routes local and long distance voice and data transmissions to other customer lines, or to trunks connected to other switches.
4. **Computer-linked Communication Center (CLCC):** A facility equipped, at an agency's own expense, with ALI/ANI display and print out capability. It receives a 9-1-1 call only when it is transferred from a PSAP and dispatches emergency services to the caller.
5. **Continuous Logging Recorder:** A device that records both sides of a conversation on each incoming 9-1-1 call and contemporaneously documents the year, date and time of each recorded event.

- 6. Emergency Services Communication Bureau (Bureau):** The state agency authorized by the Maine Legislature to develop, establish, and manage the statewide Enhanced 9--1-1 system in Maine.
- 7. Emergency Service Zone (ESZ):** A defined geographical territory consisting of a specific combination of law enforcement, fire, and emergency medical service coverage areas.
- 8. Enhanced 9-1-1 (E-9-1-1) Service:** An emergency telecommunications service that automatically displays a caller's location and telephone number on a screen at a call answering center. This service uses the caller's location, not telephone exchange, to direct a call to the appropriate call answering center.
- 9. Forced Disconnect:** A telephone feature that allows a PSAP to break or disconnect a telephone connection and avoid caller jamming of 9-1-1 lines.
- 10. Foreign Exchange:** A service that provides local service from a central office that is outside the customer's local calling area.
- 11. Host-Remote:** The relationship between conventional central office switching equipment and a Remote Switching Unit (RSU) in another facility which usually has limited capability and may not be able to function independently if connecting links from the host office are interrupted.
- 12. Host Switch:** A high-capacity switching system that provides, via interoffice trunks, control functions and services to one or more distant, lower capacity switches (remote switches).
- 13. Instant Playback Recorder:** A device that allows for the instant playback of the audio portion of the last 9-1-1 call.
- 14. Master Street Address Guide (MSAG):** The computerized geographical file that consists of all roads and address ranges within the E-9-1-1 system area. This database is the key to the selective routing capability of E-9-1-1 calls and requires constant updating after the initial file is established.
- 15. Public Safety Answering Point (PSAP):** A facility equipped to receive ANI/ALI and assigned the responsibility of initially receiving 9-1-1 calls and, as appropriate, directly dispatching emergency response services or transferring the calls to other public or private safety agencies for dispatch.
- 16. Remote Switch:** A switching system located at a distance from its host switch. If the Host-Remote connection is severed, the remote switch can only switch calls between customer lines directly connected to it, and cannot provide functions and services that are delivered from the host switch.
- 17. Service Provider(s):** The vendor or vendors selected by the Emergency Services Communication Bureau to provide the network, routing capabilities, databases, and equipment necessary to operate a statewide E-9-1-1 system.
- 18. Tandem Switch:** A switching system that routes voice and data transmissions between central offices and between central offices and inter exchange carriers' points of

presence (POPs). No customer lines, switched or private (dedicated), are connected to a tandem switch, only trunks from other central offices and POPs.

19. TDD: A telecommunications device for the deaf that permits typed telephone conversations with or between deaf, hard of hearing, or speech impaired people.

20. Uninterruptible Power Supply (UPS): A device designed to provide a continuing source of power without regard to the interruption or loss of commercial power.

§2. Network design specifications.

1. Central Office.

A. Modification of central offices. E-9-1-1 modifications in central offices should be coordinated with general central office upgrades where practical and where such coordination does not significantly effect E-9-1-1 system implementation or operation. In designing and scheduling central office upgrades, telephone companies shall: (1) consider the goal of performance and reliability of the E-9-1-1 system of utmost importance, (2) take E-9-1-1 growth in Maine into consideration, and (3) reduce as much as possible the cost of providing voice and data switching and transmission services to the E-9-1-1 system.

B. Network upgrade schedules. Telephone companies shall provide notice to the Bureau of central office upgrades that could affect E-9-1-1 service or performance.

C. Host-Remote central offices. In host-remote central office arrangements, telephone companies shall, where feasible, provide emergency re-route solutions for any potential central office failure.

D. 9-1-1 digit recognition. Provisions in the network shall ensure that only calls in which all three digits (9-1-1) are dialed shall enter the 9-1-1 system. The network shall also prevent large dialing sequences which contain the subsequence 9-1-1 from entering the 9-1-1 system.

E. Foreign exchange service. Telephone companies shall allow access to 9-1-1 from intrastate foreign exchanges. The network shall route the 9-1-1 call to the PSAP serving the caller's location.

F. Forced disconnect. The E-9-1-1 system shall be engineered to allow for forced disconnect of 9-1-1 calls placed to all PSAPs to prevent blockage of 9-1-1 lines.

G. Coin-free dialing. Each telephone company owner of a coin telephone in Maine shall convert all their coin or coinless telephones to dial-tone-first capability to allow 9-1-1 calls to be made without first inserting a coin or paying any other charge.

2. Network Trunking.

A. Grade of service. The number of incoming E-9-1-1 trunk lines to each PSAP shall be based upon a grade of service of P.01. A P.01 grade of service means that not more than one 9-1-1 call in 100 will receive a busy signal during the average busiest hour. The size of the served population and the 9-1-1 call volumes experienced by a PSAP will determine

actual trunking levels. The Service Provider shall submit network performance reports to the Bureau annually, based upon Bureau requirements.

B. Minimum trunking requirements. There shall be a minimum of two dedicated incoming 9-1-1 trunks at each PSAP. The Service Provider, in cooperation with the Bureau and PSAPs, shall conduct a telephone traffic study of all existing basic 9-1-1 and seven-digit emergency numbers to assist in determining the proper amount of E-9-1-1 trunks. The Service Provider shall also be responsible for designing the network of the E-9-1-1 system to ensure that the network is adequately trunked to achieve P.01 grade of service on an incoming and transfer basis.

C. System routing diversification. The Service Provider shall ensure that the routing of 9-1-1 calls through the network and ALI information through the data link network shall be diversified as much as possible.

D. Default and alternate routing. The Service Provider, in cooperation with the Bureau, shall design the E-9-1-1 network to allow for default and alternate routing capabilities.

3. Ensuring system reliability.

A. Network protection. To prevent the widespread loss of E-9-1-1 service, the Service Provider shall work towards eliminating any single point of failure that could compromise the reliability of the network. The Service Provider shall endeavor to maintain E-9-1-1 network integrity, minimize the probability of system degradation and failure, and minimize the negative effects of degradation or failure should it occur.

B. Contingency re-route. The Service Provider, in conjunction with the Bureau, shall work towards ensuring network integrity to minimize the probability of E-9-1-1 system failure and providing options for restoring E-9-1-1 service in the event of interruption.

§3. Minimum Public Safety Answering Point requirements.

1. Call answering and call transfer performance standards.

A. Call answering. Ninety percent of all 9-1-1 calls received by a PSAP shall be answered in 10 seconds or less.

B. Call transfer. Ninety percent of all transfers from a PSAP to dispatching centers shall be initiated within 15 seconds from receipt of call.

2. Administration.

A. PSAP Coordinator. Each PSAP shall designate an individual to serve as its PSAP Coordinator for all issues involving E-9-1-1 service and the Bureau.

B. Call handling procedures. Each PSAP shall work with the public safety providers served by the PSAP to establish call handling procedures. Each PSAP shall review these procedures regularly with the Bureau.

C. Back-up arrangements. Each PSAP shall have written backup arrangements in place, for both its primary and secondary backup PSAP sites, in the event that its dispatch capability is compromised and its calls must be rerouted and handled by either one of these sites.

D. 24-hour operation and staffing. Each PSAP shall operate and have call answering staff on duty 24 hours per day, seven days per week.

E. Discrepancies. Each PSAP shall constantly compare the ALI information from the database with information supplied by the caller to identify discrepancies. Errors shall be documented and forwarded to the Bureau for correction in a manner prescribed by the Bureau.

F. Seven-digit telephone numbers. Each PSAP shall maintain, at its own expense, at least one unpublished telephone number to allow for administrative purposes associated with the PSAP. Each PSAP shall also maintain, at Bureau expense, one seven-digit emergency telephone number to be published in the white pages of the telephone book as a backup to dialing 9-1-1. This number will also be used for the receipt of incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements.

G. PSAP security. All access to a PSAP shall be secured to prevent entry by the public or unauthorized persons.

H. Data security.

(1) Caller information provided during a 9-1-1 call shall be used only for the purpose of processing an emergency call and subject to existing statutory limitations on such information.

(2) The Bureau shall establish personnel security clearance standards for PSAPs to protect the confidentiality of ANI and ALI data. These criteria may include:

(a) A state and national III record check by fingerprint identification.

(b) A review of state and national arrest and fugitive files.

(c) Disqualification for PSAP employment if any criminal record, employment history, or character issue so warrants.

(3) The physical layout of a PSAP shall insure that no unauthorized individual is able to view ANI/ALI information.

I. Records retention. All voice and TDD recordings of incoming 9-1-1 calls shall be retained for a minimum of 30 days. It is recommended that such materials be retained for a minimum of 60 days.

3. Training. Within 90 days of assignment, all call answering personnel shall be trained at Bureau expense in the following areas:

A. Training on the proper operation of Bureau-provided PSAP equipment.

B. Training on the proper handling of incoming 9-1-1 emergency calls.

4. Equipment.

A. Telephone equipment. Each PSAP shall have telephone equipment that ensures system and functional compatibility with the network. All telephone equipment shall have the following features:

(1) Barge-in capability: To allow a PSAP operator to enter a call without the original call taker having to do anything.

(2) Monitoring capability: To provide for the monitoring of incoming emergency calls for supervisory and training purposes.

B. Continuous logging equipment. Each PSAP shall provide and run continuously a logging recorder that will record both sides of a conversation on each incoming 9-1-1 call, and contemporaneously document the year, date and time of each recorded event.

C. Instant playback recorders. Each PSAP shall provide and run an instant playback voice recorder capable of recording the voice conversations for each answering position.

5. Facilities.

A. Emergency power provision. Each PSAP shall have an emergency power generator capable of providing for the essential power requirements of the facility to ensure continuous operation for a minimum of twenty-four hours during commercial power outages. Sufficient fuel should be available for 12 hours operation at full load, at any time, on two hours notice. If a source of supply is not reliable or readily available, or if special arrangements must be made for refueling as necessary, a supply sufficient for 24 hours operation at full load shall be maintained. (NFPA 1221)

B. Uninterruptible power supply. Each PSAP shall provide uninterruptible power supply (UPS) capability on all critical pieces of the system, particularly the telephone system itself. (The Bureau shall provide UPS on all Bureau-provided 9-1-1 equipment.) UPS equipment will ensure that emergency calls in progress and subsequent calls will not be interrupted during commercial power fluctuations and outages. The UPS shall supply uninterruptible power for a minimum of 30 minutes to allow for manual or automatic transfer from the public service AC power to localized auxiliary AC power.

6. Standards for Computer-linked Communication Centers.

A. Computer-linked Communication Center. A Computer-linked Communication Center (CLCC) shall receive the same caller name, number, and emergency service provider information received at the PSAP as the call is transferred from the PSAP to the CLCC. A CLCC will directly dispatch the appropriate service based on the needs of the caller.

B. CLCC operating standards.

(1) Training. Call answering personnel shall be trained at CLCC expense in the following areas:

(a) Training on the proper operation of PSAP equipment purchased at CLCC expense.

(b) Training on the proper handling of incoming 9-1-1 emergency calls.

(2) Data security. Each CLCC shall provide protection and confidentiality for ANI and ALI data as described under Subsection 2, Paragraphs G and H of this section.

(3) Records Retention. All voice recordings and TDD records of incoming 9-1-1 calls shall be retained for a minimum of 30 days. It is recommended that such materials be retained for a minimum of 60 days.

§4. Public Safety Answering Point Sites.

1. Compliance. Public Safety Answering Point sites shall comply with the PSAP standards set forth in Section 3, Subsections 1 through 5.

2. PSAP Sites.

A. Minimum PSAP Designation. There may be at least one PSAP designated in each County.

B. Total Number of PSAPs. As of October 15, 2007, the Bureau will support with funds collected by the surcharge authorized in 25 M.R.S.A. § 2927, no more than the following number of PSAPs: 5 in Cumberland County; 3 in York County; 2 in Androscoggin County; 2 in Penobscot County; and 1 each in all other counties in the State. The State Police PSAPs in Gray and Orono shall not be included in these limits.

C. Consolidation.

(1) Ten calls or Less. Any municipal PSAP existing as of July 1, 2005 that answered on average less than 10 calls per day for the time period January 1, 2004 – December 31, 2004 must file a plan with the ESCB no later than July 1, 2006 describing how it plans to consolidate with another entity taking greater than 10 calls per day, no later than October 15, 2007, unless it chooses the option in Section 4.2.D.

(2) Consolidation in Androscoggin, Cumberland, Hancock, Kennebec, and York Counties. For those counties in which PSAPs must be consolidated to reach the limits specified in section 4(2)(B) of this rule (Androscoggin, Cumberland, Hancock, Kennebec, and York), plans shall be submitted to the ESCB no later than July 1, 2006 reflecting agreements that have been reached to bring about that consolidation.

(3) State Police Consolidation. The State Police shall file a report no later than July 1, 2006 reflecting agreements that it has reached for consolidating its PSAPs.

(4) Use of Consolidation Savings. The Bureau may dedicate up to 25% of the funds saved from eliminating PSAPs, for use by any PSAP consolidating PSAP and dispatch functions for improved interoperability.

(5) Implementation. The Bureau shall accept any consolidation plans meeting the requirements stated in C (1-3) above. If plans meeting these requirements are not submitted, the Bureau shall determine which PSAPs will continue to receive financial support from the 911 surcharge funds.

D. Locally-funded PSAPs. Any PSAP receiving fewer than 10 calls per day as described in Section 4.2.C (1) or a PSAP no longer receiving surcharge funding as described in 4.2.C (5), may continue to act as a PSAP if it reimburses ESCB all costs associated with PSAP status. Such election must be made no later than July 1, 2006, with reimbursement to begin October 15, 2007.

§5. Technology for system network, Public Safety Answering Point equipment, and database requirements.

1. Technology for system network. The technology for the system network shall include the features of redundancy, fault tolerance, diversity of facilities to the maximum extent practical, and other features as defined in Section 2.

2. Public Safety Answering Point equipment. The Bureau shall provide each PSAP with the following at no charge:

A. Equipment.

(1) Automatic telephone number identification (ANI) display capability.

(2) Automatic location identification (ALI) display capability.

(3) Call detail information reporting capable of identifying, at a minimum, the caller's ANI, the trunk number to the PSAP, the call taker position at the PSAP, the time the call is answered, transferred or terminated, and the duration of the call.

(4) Call record management system.

(5) Printer for call detail information.

(6) 30-minute uninterruptible power supply (UPS) on Bureau-provided equipment.

(7) TDD communications capability with record printout.

B. Interface capabilities. Essential Bureau-provided equipment shall have the capability to interface with existing call logging and instant playback recording devices.

C. Maintenance. The Bureau shall provide ongoing maintenance on all Bureau-provided equipment.

3. Database requirements. The database shall be constructed to be redundant and fault tolerant and shall include safeguards to insure the security of the data.

§6. Procedures for developing and maintaining address and routing databases.

1. Address and Routing Database Development.

A. Physical addresses. Each municipality participating in the E-9-1-1 system shall provide the Bureau with a list of accurate physical addresses for all published residential and business telephone subscribers and coin-telephones within its municipal boundaries. These addresses shall be linked with corresponding telephone numbers in telephone companies' customer service databases.

B. Master Street Address Guide. Each municipality participating in the E-9-1-1 system shall provide the Bureau with accurate road names, number ranges, and emergency service zones (ESZ) for the purpose of creating the Master Street Address Guide (MSAG). The MSAG shall be used to route 9-1-1 calls to the proper PSAP and display the correct ANI/ALI information.

2. Address and routing database maintenance.

A. Municipal maintenance. After establishment of the MSAG, each municipality participating in the E-9-1-1 system shall continue to verify the accuracy of the routing information contained in the MSAG and to advise the Bureau, on an as-occurred basis, of any changes in road names, the establishment of new roads, changes in address numbers used on existing roads, closing and abandonment of roads, changes in police, fire, emergency medical service or other appropriate agencies, jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new communities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.

B. Routing database maintenance. The Service Provider shall make every reasonable effort to update the MSAG and routing databases on a daily basis so that the number of records "not found" shall not exceed one percent of the total number of database lookups per quarter.

§7. Procedures for cooperation and coordination with telephone utilities and municipalities for implementation.

1. Municipal Coordinator. Each municipality participating in the E-9-1-1 system shall designate an individual to serve as their Municipal Coordinator for all issues involving the development and maintenance of address information for the E-9-1-1 addressing and routing databases.

2. **Database maintenance.** Each Municipal Coordinator shall notify the Bureau and Service Provider of any changes, deletions and additions to the MSAG on an as-occurred basis. The Service Provider shall update the MSAG within 24 hours of notification by a municipality. Each municipality shall review the MSAG yearly, at a minimum, to ensure accuracy of the data and the emergency service zones.

3. **Discrepancy reporting.** Telephone companies and the Service Provider shall work with the Bureau to develop a format for PSAPs to report inaccuracies of ALI information and the misrouting of 9-1-1 calls. The format shall allow for a description of the problem, appropriate corrective action or information, and proper verification by the appropriate PSAP Coordinator.

4. **Trouble reporting.** Each PSAP call taker shall fill out a trouble report when a call is found to have erroneous database information. The information shall be forwarded through the PSAP Coordinator to the Bureau, the Service Provider, and the telephone companies in a format established by the Bureau.

EFFECTIVE DATE -- DEPARTMENT OF PUBLIC SAFETY, EMERGENCY SERVICES COMMUNICATION BUREAU, 16-574 CMR c.1:

December 24, 1995 - filing 95-498

EFFECTIVE DATE (ELECTRONIC CONVERSION):

May 15, 1996

NON-SUBSTANTIVE CHANGES:

July 29, 1996 - §2(G) - removal of "the" before the word "Maine" as approved by the agency.

January 28, 1999 - converted to Microsoft Word.

MOVED TO PUBLIC UTILITIES COMMISSION, 65-407:

September 13, 2003 - authorized by P.L. 2003 c.359

ADJUSTED TO 65-625 (NEW UNIT NUMBER ASSIGNED BY BUREAU OF THE BUDGET):

September 16, 2003

AMENDED:

May 28, 2005 – Section 4, filing 2005-182

CHAIRMAN KLINE: We will now change hats and discuss possible changes to the boarding up policy; something we have put on the back burner but wanted to address in time for those still here and have not left at the end of the season.

ARTICLE VI. BOARDING UP OF SEASONAL FACILITIES

Sec. 38-236. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Boarding up permit means a Permit issued to allow the installation of security panels in compliance with this article.

Boarding up plan means a written proposal, which may include drawings, photographs, diagrams, and samples of materials explaining how proposed security panels will meet the design criteria of section 38-241.

Building means any enclosed structure offering support, shelter, or enclosure to persons, animals, or property of any kind.

Dwelling means a building or portion thereof used exclusively for residential occupancy, including one-family, two-family and multifamily dwellings, but not including hotels, motels, lodging houses or boarding houses.

Not occupied means not in use because the building is closed for a season or for some similar extended period of time. A building will be presumed to be not occupied if it is closed for three or more consecutive weeks.

Security panel means any materials attached to cover the openings of a building when it is not occupied, and which are placed over or attached in place of the permanent windows, doors or other working coverings regularly utilized when the building is occupied. The term "security panel" includes permanently installed overhead doors, sliding gates, shutters and similar fixtures which close over the regularly utilized doors and windows.

(Ord. of 5-6-2003, § 3)

Cross references: Definitions generally, § 1-2.

Sec. 38-237. Purpose.

The town has numerous seasonal facilities, which must secure their buildings during the off-season months to protect against vandalism and the elements. The purpose of this article is to regulate the methods of boarding up buildings to promote consistency in design, materials, and installations, so as to avoid the appearance of economic depression, social blight, and to protect surrounding property values.

(Ord. of 5-6-2003, § 1)

Sec. 38-238. Applicability.

This article shall apply to all buildings, other than dwellings and their accessory structures, located in the general business districts 1 and 2 (GB-1, GB-2), the downtown design districts 1 and 2 (DD-1, DD-2), the beachfront resort district (BRD), the amusement overlay district (AO), neighborhood commercial districts 1 and 2 (NC-1, NC-2), and that portion of residential district 3 (R-3) situated between the Atlantic Ocean and West Grand Avenue, including all property with road frontage on West Grand Avenue as delineated on the official zoning map and described in chapter 78, zoning.

(Ord. of 5-6-2003, § 2)

Sec. 38-239. Enforcement.

The town code enforcement officer shall enforce the requirements of this article. If a property violates any portion of this article, the code enforcement officer shall notify the property owner of the violation by certified mail or hand delivery. Failure to correct the violation cited within seven days from the date notification was mailed or five days from the date notification was hand delivered shall subject the property owner to all penalties and legal remedies available to the town under section 38-244.

(Ord. of 5-6-2003, § 8; Ord. of 3-6-2007(2))

Sec. 38-240. Permit required.

(a) No person shall install or cause to be installed any security panel on any building subject to this article without first obtaining a boarding up permit from the town design review committee or a renewal permit from the code enforcement officer.

(b) No person who owns a building subject to this article shall permit the installation of any security panel on that building without first obtaining a boarding up permit from the town design review committee or a renewal permit from the code enforcement officer.

(c) In case of any emergency need to secure a building because of fire, storm or other sudden damage, the code enforcement officer may issue a temporary boarding up permit

without review under subsection (a) or (b) of this section, such permit to expire no later than 60 days after issuance.

(d) This article shall not apply to any action taken by the town under statute, code or ordinance to protect health or safety by securing a vacant structure against unauthorized entry.

(Ord. of 5-6-2003, § 4)

Sec. 38-241. Design criteria.

(a) Security panels shall be consistent in design, texture and color with the appearance of the building to which they are attached, shall be securely installed so as to prevent removal by vandalism or dislocation by action of the elements and shall be attached so as to present a neat and orderly appearance.

(b) Oriented strand board (OSB), particleboard, homesote, or similar glue and fiber building products shall be prohibited as a suitable material for security panels.

(Ord. of 5-6-2003, § 5)

Sec. 38-242. Permit process.

(a) **Submission.** All applications for an initial boarding up permit shall be submitted to the code enforcement officer on forms provided by the building department at least ten days prior to the next regularly-scheduled meeting of the design review committee. An application for a permit under this article shall be accompanied by a nonrefundable fee as specified in the schedule of license, permit and application fees in Appendix A of this Code.

(b) **Site walk.** The design review committee may, at its discretion, conduct a public site walk of the property to acquaint members with the subject property and investigate the compliance of the proposed boarding up scheme with this article.

(c) **Decision.** Within 30 days of receiving a boarding up application, the design review committee shall render a decision to grant or deny the boarding up permit. Failure by the committee to render a decision within the 30-day review period shall represent a denial of the application by default.

(d) **Renewals.** Annual renewals of boarding up permits shall be issued by the code enforcement officer under the conditions of section 38-243.

(Ord. of 5-6-2003, § 6)

Sec. 38-243. Duration of boarding up permits.

(a) All boarding up permits shall be valid for a period of one year from the date of issuance.

(b) Permits may be renewed on a yearly basis by the code enforcement officer and without review by the design review committee under section 38-242, provided that all of the following conditions are fulfilled:

(1) The color, texture, or design of the security panels or the building facade has not been substantially altered during the permit period.

(2) The security panels remain in good structural, physical, and visual condition as originally approved by the design review committee, and there is no evidence of peeled, faded, or flaking paint, damage to support and structural elements of the panel, or deterioration of the panel fastens.

(3) The applicant has submitted a completed boarding up permit renewal application on forms available from the building department, prior to the expiration date of the boarding up permit.

(c) Expired boarding up permits and all applicants that have failed to submit renewal applications before the expiration period shall be required to submit new permit applications to the design review committee in accordance with section 38-242.

(d) Security panels shall not be installed before November 1 and must be removed no later than May 1 each year.

(Ord. of 5-6-2003, § 7; Ord. of 3-6-2007(2))

Sec. 38-244. Penalties.

Any person who violates any provision of this article and any person who owns a building which is boarded up in violation of this article commits a civil violation punishable as provided in 30-A M.R.S.A. section 4452.

(Ord. of 5-6-2003, § 9; Ord. of 3-6-2007(2))

Sec. 38-245. Appeals.

Appeals of the decision of the code enforcement officer in enforcement of this article shall be made to the design review committee on forms provided by the building department. Appeals from the decisions and actions of the design review committee shall be made to the York County Superior Court pursuant to rule 80E of the section.

(Ord. of 5-6-2003, § 10)

CHAIRMAN KLINE:

COUNCILOR LONG: I think that we should wait for the new Town Planner to review this and so I don't think we should change anything at this point.

COUNCILOR FRENETTE: I like the ability to people to board up and weather and security are not so much a factor on Old Orchard Street and I support no boarding up on Old Orchard Street and others to concur with the regulation.

CHAIRMAN KLINE: It is usually up to the business owners to board up. I agree in part with Councilor Long that perhaps status quo for the time being.

HARVEY KOROBKIN: I don't know if it affects me. I am located on Milliken Street (Winward Motel.) I am concerned about this.

CHAIRMAN KLINE: This would not affect you as we are looking at Old Orchard Street at this point.

COUNCILOR FRENETTE: The only reason I support on Old Orchard Street is that it might help our fall and winter curb appeal so that there are some businesses open. If it is boarded up it is difficult to tell whether a business is condemned, etc. and it would attract more people to open businesses. I appreciate everyone's right to protect their property but on Old Orchard Street people are driving by all the time and we do have the opportunity to have a camera on the street.

The meeting closed at 6:45 p.m.

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-six (26) pages is a true copy of the original Minutes of the Town Council Meeting of August 14, 2007.

V. Louise Reid