

**TOWN OF OLD ORCHARD BEACH
TOWN HALL CHAMBERS
TUESDAY, DECEMBER 17, 2019
TOWN COUNCIL MINUTES**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, December 17, 2019. Chair Thornton opened the meeting at 6:30 p.m.

The following were in attendance:

**Chair Joseph Thornton
Vice Chair Shawn O'Neill
Councilor Jay Kelley
Councilor Michael Tousignant
Town Manager Larry Mead
Assistant Town Manager V. Louise Reid**

ABSENT: Councilor Kenneth Blow

**Pledge to the Flag
Roll Call**

EMERGENCY ITEM:

Grant Blanket Letter of Approval of Beano/Bingo to the C. Fayette Staples Post 57, American Legion, 14 Imperial Street, to expire 12/31/2021.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to add Agenda Item 7607 following Agenda Item 7606. Discussion with Action: Grant Blanket Letter of Approval of Beano/Bingo to the C. Fayette Staples Post 57, American Legion, 14 Imperial Street, to expire 12/31/2021.

VOTE: Unanimous.

ACKNOWLEDGEMENTS:

ASSISTANT TOWN MANAGER: We welcome to our community the RED DOOR MARKET & DELI located at 113 Saco Avenue – a great place to get coffee and danish in the morning. A reminder of the OOB365 LAST BLAST scheduled for New Year's Eve in downtown Old Orchard Beach with the bonfire being lit at 4:30 on the beach. Come hungry – The Maine Kitchen Concessions will be there plus hot cocoa, marshmallow toasting Pits, kettle corn and Cotton Candy. Bring your Christmas tree down to feed the fire. Any questions call Shari MacDonald at 590-4201. This is a very joyous time of the year and we wish our residents and their families and visitors a blessed Christmas and a happy Hanukkah – may hope, love and warmth be in your heart's possessing and may the New Year bring you and yours many blessings.

GOOD AND WELFARE:

DAVE WALKER: He came this evening to indicate his appreciation for the Council's Approval to his serving on the Planning Board and that he felt it a real privilege. The Council acknowledged his service with appreciation.

ACCEPTANCE OF MINUTES: Town Council Meeting Minutes of December 3, 2019,

MOTION: Vice Chair O'Neill motioned and Councilor Tousignant seconded to Approve the Town Council Meeting Minutes of December 3, 2019.

VOTE: Unanimous.

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

CHAIR: I open this Public Hearing at 6:34 p.m.

Cheryl & Peter Fisher (301-7-10-14), 190 East Grand Avenue, # 14, one year round Condo rental; and Lori Sylvester (207-2-13-206), 161 Saco Avenue, Unit 206, one year round condo rental.

CHAIR: I close this Public Hearing at 6:35 p.m.

MOTION: Councilor Tousignant motioned and Vice Chair O'Neill seconded to Approve the Business Licenses as read.

VOTE: VOTE: Unanimous.

TOWN MANAGER'S REPORT:

NEW BUSINESS:

7602 Discussion with Action: Approve a two year extension through October 6, 2021 of the Contract with Casella Waste Systems, Inc. dba/BBI Waste Industries for Solid Waste Collection Services.

BACKGROUND:

This Order would extend the Contract with BBI for handling trash and solid waste pick-up and recycling materials for a two-year term to 2021, with an additional two (2) year term that would extend the term to 2023. With regard to the option either party may provide a notice of discontinuance 90 days prior to the renewal date. The current contract for solid waste handling was approved by the Town Council in 2009 and included a provision for an initial seven-year contract with options that could extend for an additional seven years.

MOTION: Councilor Tousignant motioned and Vice Chair O'Neill seconded to Approve a two year extension through October 6, 2021 of the Contract with Casella Waste Systems, Inc. dba/BBI Waste Industries for Solid Waste Collection Services.

VOTE: Unanimous.

TOWN OF OLD ORCHARD BEACH
Memorandum

December 12, 2019

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



RE: ORDER #7602 RENEWAL OF WASTE HANDLING CONTRACT WITH BBI

This order would extend the contract with BBI for handling trash and solid waste pick-up and recycling materials for a 2-year term to 2021, with an additional 2-year option that would extend the contract to 2023. With regard to the option either party may provide a notice of discontinuance 90 days prior to the renewal date. The current contract for solid waste handling was approved by the Town Council in 2009 and included a provision for an initial seven-year contract with options that could extend for an additional seven years.

Curbside Collection and Transfer Station Services

The annual contract cost adjustment for solid waste handling has been linked to the Consumer Price Index (CPI), which has been close to 2% per year on average. However, due to significant increased labor costs in the past three years BBI is unable to continue that benchmark approach for the 2019-2021 agreement for services. BBI was seeking a 5% increase for the curbside collection and transfer station services in each of the two contract years. In my discussions with BBI I asked, because the Town did not budget for that level of increase in FY20, that the cost remain flat for the first year of the contract extension (from October 7, 2019 to October 6, 2020), and then increase by 10% in the second contract year (October 7, 2020 to October 6, 2021).

Current cost:	\$424,000
Year one cost:	\$424,000
Year two cost:	\$466,400

The two-year cost increase for curbside collection and transfer station is \$42,400. If you consider that under the existing contract terms assuming a 2% CPI in each of the two contract years the increase would have been \$17,130, the actual added cost to the Town is \$25,270 over a two-year period for curbside collection and transfer station services.

Recycling Services

Due to increased labor costs and a significant increase in the time involved for BBI to haul and deliver recycled materials to EcoMaine, BBI is increasing the cost of hauling silver bullets from \$125 per haul to \$225 per haul, effective in year one of the contract extension. In order to offset the effect of this increased cost to the Town I have directed that during the off-season the number of silver bullets across from DPW be reduced from three to two. The annual cost increase to the Town will be between \$18 to \$25,000, depending on how many silver bullets are deployed and how often they need to be emptied. I would recommend that Council consider during the budget process the commitment to the provision of silver bullets.

BBI has done an excellent job over the years. They are very flexible and responsive to resident needs and issues. The Town Manager's office receives very few complaints from property owners and residents regarding trash collection. In addition, realistically there is only one other competitor, WasteManagement, in the business of municipal curbside collection in Maine. While BBI is now owned by a larger company, Casella, its location of operations in Old Orchard Beach and its long familiarity with the nature of operating in OOB, provides a contract price that remains advantageous to the Town by comparison. For these reasons I recommend Council approve the contract renewal.

Attached for your review is the letter from Casella outlining the proposed terms.



December 12, 2019

Town of Old Orchard Beach
1 Portland Ave
Old Orchard Beach, Me 04064
Attn: Larry Meade

Dear Larry,

Thank you for working with us over the past 19 years! Our partnership with the town speaks volumes to our commitment to each other. We take pride in knowing you trust respect and enjoy working with our staff, our drivers, and seeing us in the community in which you reside and live. I'm confident we can continue this mutually beneficial business relationship in the years to come.

After a lengthy conversation with my team, we have come up with the following pricing that we think is fair and hope you do as well. We are breaking the pricing adjustments out into 2 parts. First pricing will go into effect October 5th on some commodities while the other accounts, we will hold off until our next calendar year, October 5, 2020.

Below is the new pricing layout for the Town of Old Orchard Beach:

Effective October 5, 2019:

Silver Bullet(s)	\$225/haul
Cardboard at TS	\$225/haul
Demo can at DPW	\$100/haul
	\$88/ton

Effective October 5, 2020:

Curbside Contract:	\$411,432/year or \$34,285.96/ month
Transfer Station:	\$55,000/year or \$4583.33/month
Silver Bullet(s)	\$225/haul
Cardboard at TS	\$225/haul
Demo can at DPW	\$100/haul
	\$88/ton
Garage	\$980/year

Thank you again for this opportunity and I'm looking forward to working with you.

Erica Bayley

2019 Pricing for the Town of Old Orchard Beach

Average annual Hauls/Pulls

Silver Bullets	292
OCC	72
MSW Comp	35
MSW Open Top	45

Rate per Ton

MSW	\$76.50
C&D	\$76.00

Rate per Haul/Pull

Silver Bullet	\$125.00
OCC	\$0.00
C&D	\$75.00

Annual Curbside Collection for Recycling and Waste Services

MSW 4x per week	
Recycling 4x per week	\$374,028.60

Transfer Station	\$50,000.04
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Annual Public Works Collection for Waste Services Only

The Garage at DPW	\$951.00
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7603 Discussion with Action: Re-appoint Kim Schwickrath as a regular member of the Design Review Committee, term to expire 12/31/2021; re-appoint Patricia Griffin as a regular member of the Finance Committee, term to expire 12/31/2021; re-appoint Robin Dube and David Walker as regular members of the Planning Board, terms to expire 12/31/2021 and to re-appoint Christopher Hitchcock as an alternate member of the Planning Board, term to expire 12/31/2021; re-appoint Stan DeFreese as a regular member of the Zoning Board of Appeals, term to expire 12/31/2022; re-appoint Andrew Pouloupoulos and William Jones as regular members of the Board of Assessment Review, terms to expire 12/31/2022; re-appoint Lou Valentine, Winthrop Winch and Jean Leclerc as regular members of the Comprehensive Plan Committee, terms to expire 12/31/2021; re-appoint John Gallo as a regular member of the Ballpark Commission, term to expire 12/31/2022; re-appoint Michael Shannon as the alternate citizen member of the Business License Administrative Board, term to expire 12/31/2021; and re-appoint Roger Stevens as a regular member of the Conservation Commission, term to expire 12/31/2022.

MOTION: Vice Chair O'Neill motioned and Councilor Kelley seconded to Approve the Re-appointments as read.

VOTE: Unanimous.

7604 Discussion with Action: Set a Public Hearing date of January 7th, 2020 to Amend Chapter 78 – Zoning, Article III – Conformance and Nonconformance, Division 2 – Nonconformities, Section 78-180- Appeals from restrictions on nonconforming uses.

FROM: Planning Staff
SUBJECT: Appeals from restriction on nonconforming uses ordinance amendment
DATE: 10 December 2019

This ordinance amendment is proposing to remove the “Appeals from restrictions on nonconforming uses” (Sec. 78-180) standard from the Old Orchard Beach Zoning Ordinance. Currently, the Appeals from restrictions on nonconforming uses standard allows a nonconforming use of land or a nonconforming use of a structure to be enlarged, increased, extended, moved, reconstructed, structurally altered, converted to another nonconforming use, or resumed after cessation for a period of more than two years but less ten years upon approval by the Planning Board as a Conditional Use. Basically, this standard extends the nonconforming use standard from to 10 years (commonly it's 2) and takes it a step further by allowing a nonconforming use to be enlarged, increased, extended, moved and even changed to another nonconforming use.

In most ordinances (including OOB's), nonconforming use of land and structures can only be continued and resumed within 2 years of the date of the discontinuance. The nonconforming use cannot be enlarged, increased, extended, moved or changed into another nonconforming use. Also, if the nonconforming use ceases for more than 2 years any future use must conform to current ordinances- the use loses its “grandfathered” status. Current OOB ordinance Secs.78-176, 177 and 179 allow continuance and resumption of nonconforming uses. This will not change with the proposed amendment.

Compared to the way ordinances traditionally regulate nonconforming uses (described above), 78-180 is much different and provides a lot of flexibility in regards to

what someone can do with a nonconforming use after the use ceases for more than 2 years. The standard extends the grandfathering status to 10 years and allows a change to the nonconforming use into another nonconforming use, so, it can be said that all uses, even those that are not allowed, are in fact allowed if you have a nonconforming use and you cease the use for more than 2 years.

An example of how this standard could be applied: A convenience store is next to your home (or in your neighborhood) and the owner decides to close the store. A convenience store is not a permissible or conditional use in your zoning district; therefore, is considered a nonconforming use. Under 78-180, the owner or another owner could resume, expand, etc. that use or even establish another nonconforming use such as an adult business, salvage facility, etc. up to 10 years from the date the store was discontinued. The resumption, expansion, conversion of the use will require PB review as a Conditional Use, but with this standard, it allows the use to be established.

A standard such as 78-180 does have some positives and benefits to property owners who have nonconforming uses. Although, its current language leaves the town open to potentially undesirable uses which could create considerable impacts.

Planning Board Action And Review

The Planning Board considered this proposal over several months. The result was a unanimous recommendation that the Council remove Sec. 78-180 in its entirety. Although, the recommendation was made with the note that the Board will consider amendments to Secs.78-177 and 179 with the intent to extend the resumption of use “grandfathering” time frame from 2 years to 5 years.

The Board considered the following during their review:

- The town has standards in place that deal with nonconforming use of land (78-177) and structures (78-179). The standard the Board’s considering allows an owner of a nonconforming use or structure to essentially “waive” the standards in 78-177 and 179 as long as the Board finds a proposal is acceptable. Really, one of the primary differences is 78-180 allows the nonconforming use of land and structure standards to be extended to 10 years and the ability to change to another nonconforming use.
- Reduce the 10 years to a shorter time-frame. This may be applicable only for resuming and converting nonconforming uses if the Board feels proposals that enlarge, increase, extend, move, reconstruct, structurally alter nonconforming uses can have a more lenient time frame.
- Delete or amend the “converted to another nonconforming use” language. This language pretty much smacks the principles of zoning in the face as it could be interpreted to allow any use to be established on a property that has a nonconforming use, even if the use is specifically prohibited.
- Tightening the Board’s review standards- Adding something such as “...will have no greater adverse impact according to the criteria listed in...” then add criteria. Also, maybe some types of development will not need Board’s review or even be exempt. For example, 1 & 2 family residential use will typically not have the same impact a hotel, apartment building or nonresidential use.

- Sense of the language within the nonconforming standard and create individual requirements for each. For example, change of nonconforming use, resumption of nonconforming use, expansion, etc. could have their own individual standards.

- When you dive into this you'll see it's really not as easy as it seems as there are a number of matters, scenarios, etc. to consider. On the other hand, it could be quite easy- delete 78-180 all together and allow 177 and 179 to regulate nonconforming uses of land and structures and if someone needs relief, apply to ZBA.

- If someone wanted to seek relief from 78-177 or 179 then they could go to the ZBA. Interestingly, it appears the ZBA does not have the ability to grant a variance for nonconforming use and structure appeals- variances are "authorized only from dimensional requirements." But someone could file an administrative appeal which is an appeal of the interpretation of a standard. This is also why I believe the only chance for an appeal, without getting into ZBA's authority, is through the PB and that's why it's in 78-180.

- Should we just let the standards in 78-177 & 179 limit the continuance of nonconforming use of land and structures at 2 years and not offer an appeal through the PB? The way I interpret this is it would cap nonconforming use and structure enlargement, increase, extension, movement, reconstruction, alteration, or resumption at two years, period. If this is what we decide than 78-180 could be entirely deleted because 78-177 & 179 appears to cover it.

- Should we do as suggested in #1 but permit some flexibility by allowing people to improve their nonconforming use of land and structures beyond 2 years? If so, how much flexibility and what do we consider an improvement?

- Should we keep the same time frame and general language in 78-180 but change the authority to rule on the Appeals from Restrictions on Nonconforming Uses to the ZBA and leave PB with authority to rule on conditional use? If we do this the amendments could become a bit more complicated because the ZBA has specific statutory authority- we would just need to check on this.

As stated above, the Board decided to delete 78-180 in its entirety and recommend the Council approve this change. Also, the Board will work on amending Secs. 78-177 and 179 so nonconforming use resumption will increase from 2 to 5 years. I expect amendments to Secs. 78-177 and 179 before the Council during 2020.

Current Ordinance Language

Below is current zoning ordinance language associated with nonconforming uses. Sec. 78-180 is the ordinance amendment before the Council and is proposed to be removed. Secs. 78-176, 177 and 179 are not part of the ordinance amendment, will continue to be in the ordinance, and are included for your reference only.

Sec. 78-180. - Appeals from restrictions on nonconforming uses.

Notwithstanding sections 78-177(1) through (3) and 78-179(b) through (d), a nonconforming use of land or a nonconforming use of a structure may be enlarged, increased, extended, moved to another portion of the lot or parcel, reconstructed, structurally altered, resumed after cessation for a period of more than two years, but less

than ten years, or converted to another nonconforming use on the lot which it occupied on the effective date of the ordinance from which this chapter derives or amendment of this chapter, upon approval of the planning board as conditional use pursuant to article VII of this chapter. The planning board may not approve any such enlargement, increase, extension, movement, construction, alteration, resumption or conversion, unless it finds that the impact and effects of this enlargement, expansion, extension, resumption or conversion to another nonconforming use on existing uses in the neighborhood will not be substantially different from or greater than the impact and effects of the nonconforming use before the proposed enlargement, expansion, resumption or conversion to another nonconforming use.

Sec. 78-176. - Continuation of nonconformance.

Any lawful use of buildings, structures, premises, or parts thereof existing at the effective date of the ordinance from which this chapter derives or amendment of this chapter and made nonconforming by this chapter or any amendment thereto may be continued although such use does not conform with this chapter or amendment thereto, subject to this division.

Sec. 78-177. - Nonconforming use of land.

Continuance of nonconforming use of land shall be subject to the following:

(1) No such nonconforming use shall be enlarged or increased or extended to occupy a greater area of land than that occupied at the effective date of the ordinance from which this chapter derives or amendment of this chapter.

(2) No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of the ordinance from which this chapter derives or amendment of this chapter.

(3) If any such nonconforming use of land ceases for any reason for a period of more than two years, any subsequent use of such land shall conform to the regulations specified by this chapter for the district in which such land is located

Sec. 78-179. - Nonconforming uses of structures.

(a) *Generally.* No existing structure devoted to a nonconforming use shall be enlarged, extended, constructed, moved or structurally altered except in changing the use of the structure to a conforming use.

(b) *Extension of nonconforming use.* Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the effective date of the ordinance from which this chapter derives or amendment of this chapter, but no such use shall be extended to occupy any land outside such building.

(c) *Superseded by permitted use.* If a nonconforming use of a structure or premises is superseded by a permitted use for a period of one year, the nonconforming use shall not be thereafter resumed.

(d) *Cessation of use.* If any such nonconforming use of a structure ceases for any reason for a period of more than two years, any subsequent use of such structure

shall conform to the regulations specified by this chapter for the district in which such structure is located.

Council Action

If the Council approves the ordinance amendment Sec.78-180 “Appeals from restrictions on nonconforming uses” would be removed. This means 10 year nonconforming use “grandfathering” would no longer be allowed as well as the ability to enlarge, increase, extend, move or change to another nonconforming use.

Approval of the amendment would not cause continuance and resumption of nonconforming uses to disappear- Sec. 78-176 would still allow the continuance of nonconforming uses and Secs. 78-177 and 179 would still allow a nonconforming use to be resumed within 2 years from the date of its discontinuance.

Example Approvals: Appeals From Restrictions On Nonconforming Uses

- Paul’s II (Red Rocket) – Change use of 7 units from seasonal to year-round Hotel (5 current year-round use to a total of 12).
- Paul’s II (Red Rocket) – Reopening of 12 seasonal cottages, replacement of existing cottages with new cottages.
- 183 Temple Ave – Allow an Accessory Dwelling Unit.
- 47 East Grand – Increase the number of rental rooms from 6 to 9 within the existing structure.
- 180 Saco Ave (Summer Winds) – Demolish 53 overnight cabins and replace with 53 seasonal dwelling units.
- 44 Union Ave – Re-establish 3 dwelling units.

Ch. 78 Amendment to Appeals from restrictions on nonconforming uses (Council Public Hearing – 7 January 2020)

Amendment to Chapter 78 – Zoning, Article III – Conformance and Nonconformance, Division 2 – Nonconformities, Section 78-180- Appeals from restrictions on nonconforming uses shall be amended by deleting the strikethrough language as follows:

~~Sec. 78-180. – Appeals from restrictions on nonconforming uses.~~

~~Notwithstanding sections 78-177(1) through (3) and 78-179(b) through (d), a nonconforming use of land or a nonconforming use of a structure may be enlarged, increased, extended, moved to another portion of the lot or parcel, reconstructed, structurally altered, resumed after cessation for a period of more than two years, but less than ten years, or converted to another nonconforming use on the lot which it occupied on the effective date of the ordinance from which this chapter derives or amendment of this chapter, upon approval of the planning board as conditional use pursuant to article VII of this chapter. The planning board may not approve any such enlargement, increase, extension, movement, construction, alteration, resumption or conversion, unless it finds that the impact and effects of this enlargement, expansion, extension, resumption or conversion to another nonconforming use on existing uses in the neighborhood will not~~

~~be substantially different from or greater than the impact and effects of the nonconforming use before the proposed enlargement, expansion, resumption or conversion to another nonconforming use.~~

~~(Ord. of 9-18-2001, § 4.3.5)~~

MOTION: Councilor Kelley motioned and Vice Chair O'Neill seconded to Set a Public Hearing date of January 7th, 2020 to Amend Chapter 78 – Zoning, Article III – Conformance and Nonconformance, Division 2 – Nonconformities, Section 78-180- Appeals from restrictions on nonconforming uses.

VOTE: Unanimous.

7605 Discussion with Action: Accept the quote from Exactitude, in the amount of \$6,129 for the Police Department PTZ Cameral to be located on the pole on the Portland/Old Orchard Street Intersection that previously held the PTZ Camera; from CIP Account #52002-50865- Police Department Security Cameras, with a balance of \$11,340.36.

BACKGROUND:

This is the repair of the Camera at the top of Old Orchard Street by Saco Biddeford Savings Bank. This camera is key to the monitoring and protection of our Downtown Corridor and not only during the summer months but in monitoring activity during the winter months.

MOTION: Vice Chair O'Neill motioned and Councilor Kelley seconded to Accept the quote from Exactitude, in the amount of \$6,129 for the Police Department PTZ Cameral to be located on the pole on the Portland/Old Orchard Street Intersection that previously held the PTZ Camera; from CIP Account #52002-50865- Police Department Security Cameras, with a balance of \$11,340.36.

VOTE: Unanimous.



EXACTITUDE
A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

12 Sky View Drive
Cumberland Foreside, ME 04110
Phone: 207-829-8648
Fax: 207-781-2059

59 Banair Road
Bangor, ME 04401
Phone: 207-942-3411
Fax: 207-942-3385

Background:

The town of Old Orchard Beach, Police Department would like to discuss options to add a PTZ camera to the pole on the Portland Ave, Old Orchard Street intersection that previously held a PTZ camera.

This proposal is to assume the current network transmission is operable.

Scope of Work:

Audio / Video Surveillance:

Exactitude will provide full installation of components listed below. Prior to installation of said equipment, Exactitude will provide submittals, line drawings, and wall field drawings. This will provide Old Orchards electrical contractor exactly what is needed at each location.

- Install (1) – Axis Q series PTZ Camera with associated Pole Mounts
- Install (1) – New enclosure with Power Supply and PoE Injector to work with existing Wireless Transmission Equipment
- Camera testing, licensing, programming, and commissioning

The Below is to be included with Option 2

- Install (1) – Axis Q series 4 Sensor 360 degree add on to work in concert with the above PTZ
- Associated Mounts, Licensing, Programming, and commissioning

Project and Kick-Off Meeting:

Our project manager will be in contact within 5 – 7 days after awarding the project. Once project has had an internal kick off meeting our PM will schedule a site visit to introduce themselves. During which time a review of the project and is suggested that all key trades are included in this meeting. Our Project Manager will provide a list needed at meeting. All work will be performed M-F 7am to 4pm. If nights or weekends are needed additional costs will occur.

Hardware Consultants | Precision Systems Integrations | Precision Millwork | East Coast Custom Doors



EXACTITUDE

A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

12 Sky View Drive
Cumberland Foreside, ME 04110
Phone: 207-829-8648
Fax: 207-781-2059

59 Banair Road
Bangor, ME 04401
Phone: 207-942-3411
Fax: 207-942-3385

Quotation #: N/A
Date: 26AUG19
Customer: Old Orchard Beach
Attn:
Salesman: Gage Simard

Project: Portland Ave Pole Cam
Location: Portland Ave - Old Orchard St.
Date of Plans: N/A
Addenda: N/A
Estimator:

Exactitude is a leading sales and service provider for the commercial door and hardware industry in Northern New England and beyond.

Our operational divisions include: **Hardware Consultants, Precision Millwork and Precision Systems Integration.** These divisions provide an integrated approach for total opening solutions to meet our customers' needs for commercial doors and hardware, architectural woodwork, custom wood doors and access control and video systems.

Exactitude strives to provide each customer with precision solutions and uncompromised service to assure products are received in a timely manner. Our staff is ready to assist with consultation, specification writing, estimations, orders and project management.

We are able to install all the products we distribute and fabricate in the Northeast and also furnish and deliver custom stile and rail wood doors nationwide.

Exactitude will continue to be the undisputed leader in our field, always providing unmatched technical expertise and superior customer service with the highest quality innovative products to the architectural, construction and institutional communities.

EXACTITUDE PRODUCTS AND SERVICES

- Specification and Design
- Budgeting and Estimation
- Shop Drawings
- Pre-Installation
- Locksmithing
- Counter Sales
- Custom Fabrication and Welding
- Contract Sales
- Installation
- After Market/ Replacement and Repair
- Fire Door Inspection and Installation
- Environmental Sustainability
- Division 8/Division 10/Division 28 Specialties

Hardware Consultants | Precision Systems Integrations | Precision Millwork | East Coast Custom Doors



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 Fax: 207-942-3385

Exactitude will complete installation of all systems described herein according to the specifications or as determined in the 'Scope of Work'. Any changes or deviation from this work will require change order authorization or be billed as work supplement. It is also assumed that any & all existing conduit, wire, devices & hardware to be used or reused are in satisfactory condition and the proposed work can be done in the calculated time allowed. Labor or costs for replacement and or repairs to any existing equipment will require change order authorization by both the customer & Exactitude.

Payment Terms:

There will be two (2) invoices associated with this project. The 1st INV 1 will be 40% of the total job and will be due on time of acceptance of project. The 2nd INV will be provided at the time of completion and sign off of job and is Net 30 Days. This proposal is priced as Tax-Exempt. Tax will be billed in addition if applicable.

Third Party Provided:

1. Network Connection
2. Client Workstations
3. We exclude ALL staining or painting of materials supplied.

Financial Summary:

Video Surveillance (Base):	\$6,129.00
Video Surveillance (Option 1):	\$8,425.00

40% mobilization is required at the time of acceptance

7606 Discussion with Action: Authorize the Town Manager to enter into an Agreement with Andy Picard Excavating, Inc. for Snow Plowing Services at an hourly rate of fifty-dollars (\$50).

BACKGROUND:

The services to be provided in support of winter operations will be, at a minimum, provision of a one-ton truck with plow and driver. The rationale for this supplement to the Town's equipment and employees is that the Department expects that it will not be at full winter operations staffing this season. It is prudent to plan for anticipated staffing shortages and finding temporary seasonal employees with the required licenses and experience is particularly difficult in the current labor market.

MOTION: Councilor Tousignant motioned and Vice Chair O'Neill seconded to Authorize the Town Manager to enter into an Agreement with Andy Picard Excavating, Inc. for Snow Plowing Services at an hourly rate of fifty-dollars (\$50).

VOTE: Unanimous.

TOWN OF OLD ORCHARD BEACH
AGREEMENT

This contract (hereinafter referred to as "Agreement") is made and entered into on this 18th day of November 2019, by and between the Inhabitants of the Town of Old Orchard Beach with a mailing address of 1 Portland Avenue, Old Orchard Beach, Maine 04064 (hereinafter referred to as "Town"); and Andy Picard Excavating, Inc. with a mailing address of 80 New County Road, Saco, ME 04072 (hereinafter referred to as "Contractor").

WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the Town and the Contractor agree as follows:

I. SCOPE OF WORK

The Contractor shall furnish snow plowing services as assigned by the Public Works Director, and to include at a minimum a one-ton truck with plow and driver. The Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of all services furnished by the Contractor under this Agreement.

II. CONTRACTOR OBLIGATIONS

The Contractor warrants:

- A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.
- B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.
- C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services.
- D. That it has carefully examined this Agreement and the site of the Services and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.
- E. That any increase in Contractor's costs during the term of this Agreement shall be the sole responsibility of the Contractor.

III. COMMENCEMENT AND COMPLETION

The Contractor will commence work on or after December 15, 2019 and will complete work on or before April 15, 2020.

IV. PAYMENT TERMS

A. The Town shall pay the Contractor for the performance of Services under this Agreement the sum of \$50 hourly (the "Contract Price").

The Town shall make payments to the Contractor upon invoice for services.

V. GUARANTEE

A. To the extent construction or materials are provided in the provision of services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Town's written acceptance of this project, and agree to repair or replace at no cost or expense to the Town all work, materials and fixtures at any time during said one year period.

B. The Contractor represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such services, the documents shall be stamped by a professional engineer registered in the State of Maine.

VI. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the services shall be secured and paid by the Contractor.

VII. TERMINATION

Either party may terminate this Agreement upon fourteen (14) days notice, and compensating the Contractor equitably to the termination date.

VIII. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (York County). This agreement shall be governed by Maine law.

IX. QUALIFICATIONS

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

X. SUBCONTRACTORS

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold

7607 Discussion with Action: Approve an Amendment to the existing Wastewater Administration Building Services Agreement with Woodard & Curran, Inc., for Construction Phase Engineering Services, in the amount of fifty-six thousand dollars (\$56,000), from Account Number 300181-50300 – Sewer Reserve Fund Professional Engineering Services, with a balance of \$932,332.44.

BACKGROUND:

The Town Council previously approved an agreement with Woodard & Curran for design engineering services pertaining to the construction of the administration building at the Waste Water Facility. This work has progressed through design, permitting and preparation of bid documents. The next stage of the project is for construction engineering and inspection services. The Department recommends retaining Woodard & Curran to see the project through to its completion.

MOTION: Councilor Kelley motioned and Vice Chair O'Neill seconded to Approve an Amendment to the existing Wastewater Administration Building Services Agreement with Woodard & Curran, Inc., for Construction Phase Engineering Services, in the amount of fifty-six thousand dollars (\$56,000), from Account Number 300181-50300 – Sewer Reserve Fund Professional Engineering Services, with a balance of \$932,332.44.

VOTE: Unanimous.

This is **Amendment 3**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 22, 2019.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: December 17, 2019.

Background Data:

Effective Date of Owner-Engineer Agreement: March 22, 2019
Owner: Town of Old Orchard Beach, Maine
Engineer: Woodard & Curran, Inc.
Project: WWTF Administration Building

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
 Modifications of payment to Engineer
 Modifications to time(s) for rendering services

Description of Modifications:

Additional services related to construction administration, periodic inspection, and expenses related to the construction of WWTF Administration.

The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement is modified as follows:

1. **No modifications to the original agreement except for work required for the addition of construction phase services over the construction period contract. The period of service will require an extension of fifteen (15) months, which will now extend through December 31, 2020.**

For the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:

Construction Administration:	\$40,000.00
Including: Submittal reviews, shop drawing reviews, responses to requests for information by contractor, client meetings and approval of monthly construction pay applications	
Resident Inspection: (200 hours, conducted as needed)	\$15,000.00
Bidding and Construction Expenses:	\$1,000.00
Total:	\$56,000.00

The following is a breakdown of the number of hours each team member is expected to commit to the project based on our understanding of the work required.

Team Member	Role	Hourly Rate	Est. of Hours	Total
Brent Bridges, PE	Senior Principal	\$170	10	\$1,700
Maggie Connolly, PE, LEED AP	Project Manager	\$140	80	\$11,200
Rob Polys, PE	Technical Manager	\$140	80	\$11,200
Tom Herer, PE	Project Engineer	\$115	40	\$4,600
Kris McAlpine	Electrical Engineer	\$105	20	\$2,100
Brent Thomas	Mechanical Engineer	\$105	20	\$2,100
Sean Tarbox, PE	Structural Engineer	\$115	20	\$2,300
Laurie Regemann	Project Assistant	\$80	60	\$4,800
Resident Technical Inspection		\$75	200	\$15,000
Construction Related Expenses				\$1,000
Subtotal Hours			530	
Total Fee				\$56,000

Agreement Summary:

Original agreement amount:	<u>\$110,000.00</u>
Net change for prior amendments:	<u>\$19,000.00</u>
This amendment amount:	<u>\$56,000.00</u>
Adjusted Agreement amount:	<u>\$185,000.00</u>

Schedule:

The schedule for rendering services is modified as follows:

Period of service changes to December 31, 2020.

Based on our understanding of the work, the schedule for construction related services is as follows:

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Phase 1 Submittals/Shop Drawings Reviews											
Phase 2 Response to Requests for Information (RFIs) from Contractors											
Phase 3 Construction Mtgs/Pay application Reviews											
Phase 4 Resident Inspections											
Phase 5 Project Updates											
Phase 6 Final Inspection											

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

Town of Old Orchard Beach, Maine

By: _____
 Print name: Larry Mead

Title: Town Manager

Date Signed: _____

ENGINEER:

Woodard & Curran, Inc.

By: 
 Print name: Brent M. Bridges, P.E.

Title: Senior Principal

Date Signed: 12/11/2019

7607 Discussion with Action: Grant Blanket Letter of Approval of Beano/Bingo to the C. Fayette Staples Post 57, American Legion, 14 Imperial Street, to expire 12/31/2021.

MOTION: Councilor O'Neill motioned and Councilor Kelley seconded to : Grant Blanket Letter of Approval of Beano/Bingo to the C. Fayette Staples Post 57, American Legion, 14 Imperial Street, to expire 12/31/2021.

VOTE: Unanimous.

ADJOURNMENT:

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Adjourn the meeting at 6:51 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-three (23) pages is a copy of the original Minutes of the Town Council Meeting of December 17, 2019.

V. Louise Reid