

**TOWN OF OLD ORCHARD BEACH
TOWN HALL CHAMBERS
TUESDAY, DECEMBER 3, 2019
TOWN COUNCIL MINUTES**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, December 3, 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 Kenneth Blow
Councilor Jay Kelley
Councilor Michael Tousignant
Town Manager Larry Mead
Assistant Town Manager V. Louise Reid

ABSENT:

Pledge to the Flag
Roll Call

ACKNOWLEDGEMENTS:

GOOD AND WELFARE:

ACCEPTANCE OF MINUTES: Special Town Council Inauguration Meeting Minutes of November 18, 2019; Town Council Meeting Minutes of November 19, 2019; and Administrative Review Board Meeting Minutes of November 26, 2019.

PRESENTATION: **BALLPARK COMMISSION**
 Quarterly Report
 John Gallo - Chair

Thank you, Council, for this opportunity to present our quarterly Ballpark Commission report to you in accordance with the Ballpark Ordinance sec. 2-403. Much of this work is organized and coordinated through the Ballpark Manager, Guy Fontaine. This report covers FY20 1st Quarter (Q1FY20), July 1 through September 30, 2019.

Improvements:

The Ballpark Staff continues to make improvements to the facility and operations. The following were improvements made during Q1FY20:

- Added additional security cameras to the concession stand and the equipment staging area.
- Added six new standard picnic tables and two new ADA accessible picnic tables to add more seating for events and to accommodate wheelchairs. The cost of the material was donated by The New England Parkinson's Ride and the labor was performed by Ballpark staff and volunteers.

- Added three new LED flood lights to our events field for night use. This reduces the need to operate the large field lights for smaller events and results in lower electric costs.
- Graded the trail around the Ballpark outside perimeter to improve safety when used by the High School for Cross Country practice and Track Meets.
- Began the restoration of the second concession stand and restrooms to better handle larger events in the future. This first phase consisted of evaluation of plumbing, electrical, and infrastructure repairs. Those things that could be handled by the Ballpark staff and volunteers and did not require substantial funding were started.
- Restored the Clubhouse propane heater to operational status and modified the ducting to provide heat to the office area of the building. This furnace had not been used since Ballpark Closure.
- Added a tow behind slice aerator and a seed spreader to our equipment which will help reduce field maintenance costs in the future.
- Continued painting in the clubhouse and railings in the stadium.

Maintenance:

We were very busy this year due to equipment failures. Our staff overhauled the engines on both our Cub Cadet 0-Turn mower and our Bolens Tractor. A mower blade inspection, sharpening change and out plan was implemented. Replacement of failed parts, filter replacement, and regularly scheduled fluid checks and lubrication of all equipment continued.

Operations:

A total of 111 events in ninety-two days were held at the Ballpark for Q1FY20. Included in these were an abundance of baseball events from several different organizations. Also included were The Ballpark's annual events such as The Rumble in The Ballpark, The Parkinson's Ride, The Blue's Fest, and The Concerts in the Park. A breakdown of the events is shown in the tables below.

2020-Q1 Events Summary

Baseball	Number of Events
Dirigo Vintage Baseball	2
Father / Son Baseball Tournament	6
Greater Northeast College Baseball League	33
Maine Woods (45+ Men's League from Bath)	5
Nick Schroeder (Portland Pans Baseball)	1
Southern Maine Men's Baseball League	35
Southern Maine River Rats Baseball U18 (practice)	22
Total FY20-Q1 Baseball	104

Other Events	Number of Events
Blues Festival	1
Concert in the Ballpark	4
New England Parkinson's Ride	1
Rumble in the Park (High School Wrestling Tournament)	1
Total FY20-Q1 Other+ Events	7

Special Acknowledgements:

We wish to thank the Town Manager, Larry Mead, and the Town Council for their continued support of The Ballpark. We also wish to acknowledge the support provided by the Public Works and Recreation Departments throughout the year.

And finally, we want to thank the residents of Old Orchard Beach, Saco, Biddeford, Scarborough and all the other nearby communities who come to the events in The Ballpark. Although The Ballpark is physically located in Old Orchard Beach it is, in fact, everyone's Ballpark with hundreds of baseball games, concerts, and other events each year. Most of these events are free to the public and all are family oriented.

Respectfully Submitted,

John Gallo
Ballpark Commission Chair

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

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

Jeffrey McCarthy (206-24-2), 12 Idlewild Avenue, one year round rental.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to approved the one year round rental for Jeffrey McCarthy (206-24-2), 12 Idlewild Avenue.

VOTE: Unanimous.

TOWN MANAGER'S REPORT:

Please note that there is a parking ban tonight. The duration of this storm made it very challenging for our DPW crews because of the sheer number of hours that our drivers must work and the need for them to get off the road and get some rest. Thank you to each of them for their continuing efforts. Saturday this week is a busy day. Tree lighting on Saturday. Chamber of Commerce's Celebration by the Sea from 2:30 to 4:00 p.m. which includes musical groups, trolley rides, Santa and Mrs. Claus, face painting, arts and crafts, games, tree lighting in the square and dance groups. Some events will occur in Memorial Park. On Saturday, December 7th at 7:50 a.m., flag raising ceremony at the Memorial Park honoring Pearl Harbor Day. The Loranger and Jameson School will have their annual raft fair from 9:a.m. to 2:p.m. on Saturday. OOB36t will have Christmas at the Beach at the

American Legion Hall, 14 Imperial Street on December 8th. Pictures taken with Santa. Kids shop with the elves where all items are \$.50 to \$1. Take a ride on the OOB365 Express Train. Blueberry Pines proposed 37-lot subdivision on Ross Road. On a portion of the blueberry field parcel owned by the Ford family (formerly the Deering family) – Mezoian Development Corporation has approached the Town about obtaining a 50 foot wide easement across Town property to provide a second access to the proposed sub-division. In return the Town would be gifted 30 acres of land abutting the existing Town property. This would more than double the size of the Town owned open space. This would allow for expanded hiking and biking at this location. This proposal would require a zoning change from Industrial to Rural. Discussions with the Developer regarding options to build affordable housing units with subsidized rents for 55 plus individuals. The proposal would be for a mix of market rate and subsidized rental units in the downtown area. In order to build the affordable units the Developer would seek Town Council approval for an affordable housing TIF. The Town Manager is working with a Consultant to prepare a Concept Plan and budget Estimates for renovations to the downtown sidewalks and public spaces including the Square. The plan is to have a presentation to the Council as part of the Budget development process. Wright Pierce is developing construction and bid documents for the infrastructure improvements on Fern Avenue, West Old Orchard Street, and a portion of Washington Avenue, with a target start-up of early spring. This project was awarded as a \$1 million dollar CDB grant through the State. FY21 budget workshops will begin in January.

NEW BUSINESS:

7594 Discussion with Action: Approve the Consent Agreement with Barbara Hickey and Jeffrey Fairbanks and accept surrendered business license for two year round condo rentals at 6 Country Drive.

BACKGROUND:

The Administrative Review Board considered the status of the Business License approved by the Town Council on October 15, 2019. The license was approved for two condo rentals. However, in actuality, the application was for two “bedroom” rentals. The Administrative Review Board determined that the use mistakenly placed on the October 15th agenda is not the business activity taking place at 6 Country Drive. The license holder agreed to voluntarily surrender that business license.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the Consent Agreement with Barbara Hickey and Jeffrey Fairbanks and accept surrendered business license for two year round condo rentals a 5 Country Drive.

VOTE: Unanimous.

7595 Discussion with Action: Order to Adopt a new Official Zoning Map per Section 78-457 of the Old Orchard Beach Zoning Ordinance and request the signature of the Chair of the Town Council to sign the updated Zoning Map, with the following information: On November 19th, 2019, by official action of the Town Council, the following change(s) were made in the Official Zoning Map: “Change the portion of Map/Block/Lot 210/10/3, that is located in the R-4 District to the GB-1 District, and shall extend to all lot lines and shall be exempt from the maximum depth of 400 linear feet from the street centerline”, which entry shall be signed by the Chair of the Town Council and attested by the Town Clerk.

BACKGROUND:

On November 19th the Council approved an Amendment to the Town of Old Orchard Beach Official Zoning Map. The Amendment, associated with the lot located at 15 Ocean Park Rd (MBL: 210-10-3), removed the R4 district and extended the GB1 district so the entire lot is now GB1. To make the November 19, 2109 Council vote and Amended Zoning Map official, the Council Chair must sign the new zoning map.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Order to Adopt a new Official Zoning Map per Section 78-457 of the Old Orchard Beach Zoning Ordinance and request the signature of the Chair of the Town Council to sign the updated Zoning Map, with the following information: On November 19th, 2019, by official action of the Town Council, the following change(s) were made in the Official Zoning Map: “Change the portion of Map/Block/Lot 210/10/3, that is located in the R-4 District to the GB-1 District, and shall extend to all lot lines and shall be exempt from the maximum depth of 400 linear feet from the street centerline”, which entry shall be signed by the Chair of the Town Council and attested by the Town Clerk.

VOTE: Unanimous.

7596 Discussion with Action: Approve the purchase from Beaugard Equipment of a 2019 Case 590 SN Loader Backhoe in the amount of \$74,900 for the Public Works Department; and Approve the financing through a Lease Purchase Agreement through Androscoggin Bank at 3.15%; with five (5) annual installments in the amount of \$15,923.28; from Account Number 20197-50330 – Debt Service Lease Purchase, with a balance of \$155,817.92.

BACKGROUND:

The Public Works Department went out to bid on November 15, 2019 for the purchase of a Tractor Backhoe Loader. Two bids were received:

<u>Beaugard</u>	2019 New Case 590SN Loader Backhoe
	Purchase Price \$123,600
Less Trade In: Case 590 SM Deere 120-D	<u>48,700</u>
	Total \$ 74,900

Options Included: Hydraulic Thumb, 4 Corner Strobes, 3 Ton Safety Hooks on Front/Rear Buckets, Front Brush Guard

One Year Full Machine Warranty, 2 Year Powertrain Warranty Plus 3 Year Site Watch GPS System to monitor machine functions, location and provide service notifications to dealer and customer.

Delivery 30 days

Nortrax

2020 John Deere – Model 310SL

	Purchase Price	\$ 91,900
Less Trade:		
2010 John Deere JD12 D Excavator Trade		\$ 38,000
2005 Case 590 SM Backhoe Trade		<u>2,000</u>
	Net Price	\$ 51,900

HP 99HP min net forgue 307 lbs., inboard brakes, 92 mch bucket, 750 lbs. front c/w Flow specs similar note.

Delivery date - TBD

The Public Works Director is recommending the approval of the bid in the amount of \$74,900 from Beauregard Equipment. The Case tractor is more versatile and will fit the needs of the Department. The John Deere 310SL is a much smaller machine with lower horse power, brakes that are not easily serviced, lower torque, smaller wheels and is a narrower machine. The shortcomings of the John Deere would adversely affect operations in the sand on the beach. Beauregard Equipment has been a long time supported of Old Orchard and has been very responsive to our service needs. We have purchased the beach tractor, sidewalk plows and the Case loader from them and most times they respond to us at Public Works in less than 24 hours. For this reasons they Public Works Department would like to move forward with the purchase of the Case Tractor from Beauregard Equipment. This item was part of the Budget process.

MOTION: Councilor Blow motioned and Councilor Tousignant seconded to Approve the Purchase from Beauregard Equipment of a 2019 Case 590 SN Loader Backhoe in the amount of \$74,900 for the Public Works Department; and Approve the financing through a Lease Purchase Agreement through Androscoggin Bank at 3.15%; with five (5) annual installments in the amount of \$15,923.28; from Account Number 20197-50330 – Debt Service Lease Purchase, with a balance of \$155,817.92.

VOTE: Unanimous.

7597 Discussion with Action: Approve the purchase of thirteen (13) Dell Computers and Software for the Town, in the amount of \$13,991.90; from Account Number 51002-50903 – IT Equipment Replacement, with a balance of \$16,587.73. This item was part of the budget process.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to: Approve the purchase of thirteen (13) Dell Computers and Software for the Town, in the amount of \$13,991.90; from Account Number 51002-50903 – IT Equipment Replacement, with a balance of \$16,587.73.

VOTE: Unanimous.



Town of Old Orchard Beach

Treasurer - Finance Director

OOB Town Hall
1 Portland Avenue
OOB, ME 04064

Diana H. Asanza

Telephone: (207) 937-5622
Fax: (207) 937-5722
Email: dasanza@oobmaine.com

November 26, 2019

TO: Larry S. Mead, Town Manager
FROM: Diana H. Asanza, Treasurer – Finance Director
RE: Dell Purchase

Larry,

Attached is the quote from Dell for the purchase of 13 new Optiplex 5070 computers and software for a total of \$13,991.90. These computers are part of the ongoing upgrade of pc workstations and was included in the FY 20 CIP Budget.

Sincerely,

Diana H. Asanza

7598 Discussion with Action: Appoint Lori Shelton as a Regular Member of the Ballpark Commission, term to end 12/31/2021.

BACKGROUND: Lori Shelton has been attending meetings and activities of the Ballpark Commission and the Commission members recognize that she can bring a great source of assistance to the Commission.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Appoint Lori Shelton as a Regular Member of the Ballpark Commission, term to end 12/31/2021.

VOTE: Unanimous.

7599 Discussion with Action: Authorize the Town Manager to execute a three (3) year contract with EnviroClean for Seasonal Downtown Maintenance, in the amount of \$221,500, for year one with 3% increases year two and three.

BACKGROUND:

Agreement between The Town of Old Orchard Beach
and
Defining Lines Landscaping

THIS AGREEMENT is dated as of the ____ day of December 2019 between the Town of Old Orchard Beach, Maine hereafter referred to as TOWN, and Defining Lines, Inc., dba Enviro Solutions, with a mailing address of 29 Fengler Road, Scarborough, Maine 04074, hereafter referred to as CONTRACTOR. The contract term shall be for a period of three service years in 2020, 2021 and 2022. The contract shall expire on October 14, 2022, except that the Agreement may be cancelled by either party in contract year two and contract year three by written notice at least 60 days prior to the anniversary date of the contract.

ARTICLE 1. SCOPE OF SERVICES

The CONTRACTOR shall provide seasonal maintenance, trash removal and cleaning services for the Municipal Restrooms, Downtown and Beachfront areas including Memorial Park and Ocean Park village center (hereinafter Contract Area) in Town as specified in the Request for Proposals dated October 20, 2017 a copy of which is attached as Exhibit A and made a part hereof, and also in accordance with the Contractor's Proposal, a copy of which is a copy of which is attached as Exhibit B and made a part hereof.

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

and its attachments shall be construed to be supplemental to one another to the extent possible.

ARTICLE 2: RESTROOMS

2.1 Contractor Responsibilities

In addition to the responsibilities outlined in the Scope of Services, the CONTRACTOR will be responsible for:

- a) the employment of bathroom attendants at the West Grand Bathroom to assist in the reduction of vandalism while they are open to the public. CONTRACTOR shall provide a single attendant at the West Grand Bathroom (20 hours a day – 6:00 a.m. through 2:00 a.m.) for the Summer Season. Any deviation from required hours of coverage by an attendant must be approved in writing by the Public Works Director. The CONTRACTOR, after agreeing that they received the facilities in proper working order is responsible for the repair of any and all vandalism related damages that occur to the interior of the facilities during the contract period; not to include normal wear and tear (i.e., hand dryer stops working because it is 20 years old).
- b) The cleaning of the modular rest room located at Union Avenue adjacent to the rail line, or at any other address in the Contract Area that this modular rest room may be located by TOWN. It is understood that cleaning of the modular rest room will follow the same schedule and standards of service as provided for other rest room facilities as outlined in the Scope of Services.

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

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

2.2 Contractor Remuneration

The CONTRACTOR has the right to charge an admission fee up to fifty cents (\$.50) per person for access to the West Grand Bathroom and retains the receipts of the fee. The CONTRACTOR has the right to determine who must pay and who does not. Town employees with identification credentials and workers such as Lifeguards, Police, Fire, Public Works, Recreation, including seasonal workers, shall not be charged to use any of the restrooms.

Contractor shall, upon request, provide Town an accounting report detailing the daily revenue collection for West Grand bathroom.

2.3 Expansion of Hours:

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

ARTICLE 3: TRASH AND CLEANING

3.1 Trash

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

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

3.2 Cleaning

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

CONTRACTOR shall empty, when full as needed, TOWN supplied cigarette butt receptacles located within the Contract Area, including at beach entrances.

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

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

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

3.3 Recycling of Returnable Bottles and Cans

CONTRACTOR shall collect returnable bottles and cans for redemption and may retain the redemption receipts.

ARTICLE 4: CONTRACTOR'S REPRESENTATIONS

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

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

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

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

ARTICLE 5: RESPONSIBILITIES OF THE TOWN

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

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

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

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

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

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

ARTICLE 6: INSURANCE, INDEMNITY, AND PERFORMANCE BOND

6.1 Insurance

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

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

b. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) per occurrence for bodily injury, death and property damage, or such

other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect CONTRACTOR, any subcontractor performing work covered by this Agreement, and TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR, or by anyone or any subcontractor directly or indirectly employed by CONTRACTOR.

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

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

6.2 Indemnification

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

6.3 Damages

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

ARTICLE 7: CONTRACT PRICE

7.1 Total Contract Price: The TOWN agrees to pay the CONTRACTOR a total sum of:

Contract year one: \$221,500 (two hundred twenty one thousand five hundred dollars)

Contract year two: \$228,000 (two hundred twenty eight thousand dollars)

Contract year three: \$235,000 (two hundred thirty five thousand five hundred dollars)

7.2 Payment Schedule: In consideration of services provided by the CONTRACTOR under the terms of this Agreement, the TOWN agrees to pay the CONTRACTOR, upon receipt of invoice, twenty five thousand dollars (\$25,000) by the last Monday in April in each of the contract years. Subsequently, the Town will pay CONTRACTOR the balance of annual compensation due in equal bi-weekly installments through the service period in each contract year.

ARTICLE 8: ENTIRE AGREEMENT

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

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Authorize the Town Manager to execute a three (3) year contract with EnviroClean for Seasonal Downtown Maintenance, in the amount of \$221,500, for year one with 3% increases year two and three.

VOTE: Unanimous.

7600 Discussion with Action: Approve the Special Event Permit application for 5k Sports Race Management to hold a road race on Saturday, March 21st, 2020, from 6 a.m. to Noon. Two Old Orchard Beach police officers are required, and must be booked at least two weeks prior to the event; any cancellation of the event must be at least one week prior to the event.

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

VOTE: Unanimous.

7601 Discussion with Action: Approve the Special Event Permit application for Sheldon Gregoire, on behalf of the Portland Firefighters Children's Burn Foundation and Oceanwood, to have horseback riding on the beach on Saturday, January 18th, 2020, 8 a.m. to 1 p.m. Insurance listing the Town of Old Orchard Beach as additionally insured to be provided to the Clerk's Office at least one week before the event.

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

VOTE: Unanimous.

ADJOURNMENT:

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Adjourn the meeting at 6:50 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 fourteen (14) pages is a copy of the original Minutes of the Town Council Meeting of December 3, 2019.

V. Louise Reid