

**TOWN OF OLD ORCHARD BEACH
TOWN HALL CHAMBERS
TOWN COUNCIL MEETING
Tuesday, July 21, 2020**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, July 21, 2020. Vice Chair O'Neill opened the meeting at 6:32 p.m.

The following were in attendance:

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: Chair Joseph Thornton
(resigned from the Council - effective 7/21/20)

CHAIR: There is an Emergency Item for the Agenda this evening:

EMERGENCY ITEM:

EMERGENCY MOTION

CHAIR: I am asking that we note a change on the Agenda under Business Licenses and Approval for David Douglass/Virginie Stanley (206-28-7), 37 Summit Street, from one year round rental to five year round rentals; and

CHAIR: I am asking that we add to Public Hearing – Amusement Permits and Approval – Robert T. Greenlaw /Kelly G. Greenlaw dba/GFB Scottish Pub LLC (205-3-1). 32Old Orchard Street – amplified/acoustic music with karaoke – 12:00 p.m. to 12:30 a.m.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to add to Public Hearing - Business Licenses for David Douglass/Virginie Stanley (206-28-7), 37 Summit Street, for a five year round rentals; and Public hearing – Amusement Permits and Approval - Robert T. Greenlaw /Kelly G. Greenlaw dba/GFB Scottish Pub LLC (205-3-1). 32Old Orchard Street – amplified/acoustic music with karaoke – 12:00 p.m. to 12:30 a.m.

VOTE: Unanimous.

CHAIR: I would like to add Agenda Item # 7252 following Agenda Item # 7249.

AGENDA ITEM: Discussion with Action: Approve the Special Event Permit application for the Ocean Park Association to hold a sand sculpture contest on the beach between Randall Avenue and Winona Avenue on Friday, July 31st, 2020 from 2 p.m. to 5 p.m., including set-up and takedown.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Add Agenda Item 7252 following Agenda Item # 7249 - Approve the Special Event Permit application for the Ocean Park Association to hold a sand sculpture contest on the beach between Randall Avenue and Winona Avenue on Friday, July 31st, 2020 from 2 p.m. to 5 p.m., including set-up and takedown.

VOTE: Unanimous.

ACCEPTANCE OF MINUTES: Accept the Town Council Meeting Minutes of July 7, 2020, 2020; and Town Council Budget Workshop Minutes of June 23, 2020.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Accept the Town Council Minutes of July 7, 2020 and the Town Council Budget Workshop Minutes of June 23, 2020.

VOTE: Unanimous.

PRESENTATION:

**Dedication of
2019 Annual Report
to
ADELBERT M. JAKEMAN, JR.**



Adelbert M. Jakeman, Jr., passed away on May 16, 2019. The only child of Adelbert M. and Lillian Stevens Jakeman graduated from Old Orchard Beach High School in 1947 and Boston University School of Communications in 1957; passed away on May 16, 2019. He also attended Bates College for two years and Northeastern Business College in Portland before serving in the U.S. Navy during the Korean War. His early schooling was in Westfield, Massachusetts, where he resided with his parents from 1930 to 1946. His father was head of the English Department at Westfield High School. Married to Jillian Suzanne Carle after a short courtship while both were attending schools in Boston. Their identical twin sons, Jeffrey Carle and Jonathan Morrow Jakeman, were born February 19, 1958 and died of muscular dystrophy at ages 20 and 21 in 1978 and 1979.

“Del” (as he was known) served in the U. S. Navy from 1951 to 1954 as a machine accountant, stationed at Ninth Naval Headquarters, Great Lakes, and Illinois. He was later a Reporter and Copy Editor for the former Biddeford Daily Journal from 1957 to 1959, after which he joined his father in the family real estate business, Jakeman Realty, established in Ocean Park in 1946. He became owner of Jakeman Realty in 1972 on the semi-retirement of his father. He retired from brokerage in April 2001 and specialized in summer cottage rentals. He closed the agency, sold the family property and retired in 2004. His parents both died in 1983.

Del was Old Orchard Beach's Correspondent for the Portland Newspapers from 1960 to 1965 and was awarded a Gold Press Card for excellence in reporting. He was also active in the Old Orchard Beach Town Government for several years in the 1960's. He was moderator of the Town's last Town Meeting in 1966 and was a Member of the Town Council for four years, serving as Chair in 1969; and served on the New School Building Committee in 1960. He was a member of the former Old Orchard Beach Kiwanis Club, serving as President twice and Lieutenant Governor of the New England District in 1967. He was also a former Director and Vice President of the Webber Hospital Association, parent corporation of the former Southern Maine Medical Center, now Southern Maine Health Care. He was a former Advisory Board Member of Key Bank and a former Corporator of the Saco and Biddeford Savings Bank.

He and Mrs. Jakeman donated the ten-acre Jordan Park Marsh on West Grand Avenue to the Ocean Park Association on 1984 as a Wildlife Sanctuary. In 1985 they donated Memorial Park, next to the Tennis Courts on Temple Avenue to the Association in memory of those who devoted their lives in Service to Ocean Park. They donated a third park area along the northern border of Ocean Park in 2002, completing a long-term Conservation Project. A triangular lot next to their long-time home at the north end of Free Street is designated as Jakeman Memorial Park, a property once owned by Benjamin C. Jordan, one of the founders of Ocean Park, and three generations of Jakemans.

Del was president four times over for more than 20 years of the Maine Chapter of the Muscular Dystrophy Association, a National Corporate Member, and a National Vice President for more than ten years. He was the author of "Wednesday's Child" based on the lives of his sons, which was published nationally by the Muscular Dystrophy Association. It was originally delivered as a speech before the last national MDA conference "My Burden Light," the memoirs of the late Right Reverend Robert J. White, Rear Admiral Retired, U. S. Navy, a prominent summer resident of the Grand Beach section of Old Orchard Beach. A copy of the unpublished 350 page manuscript is in the Law Library of Catholic University, Washington, D.C., and can be referenced on the internet. He was co-editor, with his cousin, Gladys Miller, of Acton, of a biographical history based on the Civil War diary of their ancestor, First Lt. John H. Stevens, of Acton, a member of the Fifth Maine Regiment. He also researched and illustrated the 1881 "Centennial History of Ocean Park," written by his father.

Del is a 12th generation descendant of Alexander Shapleigh on his mother's side of the family. Shapleigh, of Kingsweare, England, landed at Kittery on his merchant ship "Golden Cat" in 1629, and at one time owned a large portion of York County, including the Town of Shapleigh, which was named for him.

Over the years Del enjoyed two newspapers a day, several magazines, watching television, enjoying the internet, taking day trips, traveling the entire State of Maine, and spending time with his wife, Jill, at their year-round octagonal hilltop home on the West Road in Waterboro for thirty years. He also had a long-time interest in theater organ music from when his paternal grandfather took him to

theaters with Wurlitzer pipe organs in Boston. Del had been a member of the American Theatre Organ Society for more than 40 years. Del also was a movie projectionist at the Temple in Ocean Park and in several movie theaters in his younger years.

PRESENTATION:

**CENSUS UPDATE
Sterling Roop – Partnership Specialist
Southern Maine/New York Regional Census Center
Field Division – U.S. Census Bureau**

Shape
your future
START HERE >

United States®
**Census
2020**

Partnership Specialist
New York Regional Census Center

2020CENSUS.GOV

U.S. Census Bureau

Largest statistical agency in the U.S.

Leading source of quality data about the nation's people, places and economy conducting more than 130 Census Bureau Surveys and Programs

- Demographic Programs
 - Decennial Census
 - American Community Survey
 - Current Population Survey
 - American Housing Survey
- Economic Programs
 - Economic Census (Years ending in 2 & 7)
 - Census of Governments (Years ending in 2 & 7)

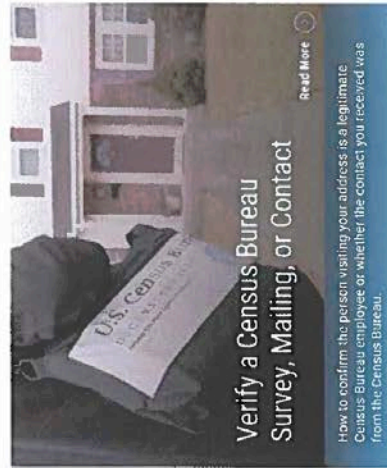
2020CENSUS.GOV

Shape
your future
START HERE >

United States
Census
2020

Survey Awareness

- Are you in a Census Bureau Survey?
 - <https://census.gov/programs-surveys/surveyhelp.html>
- Report Suspected Fraud to 1-800-923-8282
 - You can also visit: <https://2020census.gov/en/avoiding-fraud.html>



How to verify a mailing is from the Census Bureau

If you receive a survey or a letter in the mail from the Census Bureau, the envelope contains certain information that will help you verify its legitimacy.

How to identify a Census Bureau field representative

If you are visited by someone from the Census Bureau, here are some ways to verify the individual is a Census Bureau employee.

How to identify a phone call from the Census Bureau

If your address was selected to be in a survey, we may call you to participate.

The 2020 Census

Count everyone once, only once and in the right place.

- Increasingly diverse and growing population
 - 330 million people
 - Over 140 million housing units
- Mandated by Article 1, Section 2 of the U.S. Constitution
- Conducted every 10 years ending in zero since 1790
- Representation and Funding

The Census is Safe, Easy, & Important!

2020CENSUS.GOV

4

Shape
your future
START HERE >

United States
Census
2020

2020 Census – It Is Important

- Determines the number of seats each state has in the U.S. House of Representatives
- Defines congressional and state legislative districts, school districts and voting precincts
- Determines the annual allocation of **\$675 billion dollars in federal funding**
- Medicaid, SNAP, Hwy Planning, Section 8 Housing, Special Education Grants, S-CHIP, Title I Grants, National School Lunch Program, WIC, Head Start, Foster Care, Health Center Programs
- Provides insight to governments, business and community planning groups for planning purposes

Provides population benchmarks for nearly every other United States survey

2020CENSUS.GOV

5

Shape
your future
START HERE >

United States
Census
2020

2020 Census – It Is Safe

- Private information is never published, including names, addresses (including GPS coordinates), Social Security Numbers, and telephone numbers.
- The Census Bureau collects information to produce statistics. Personal information collected by the Census Bureau cannot be used against respondents by any government agency or court.
- Census Bureau employees are sworn to protect confidentiality for life.
- Violating Title 13 is a serious federal crime. **Violators are subject to severe penalties, including a federal prison sentence of up to five years, a fine of up to \$250,000, or both.**

2020CENSUS.GOV

6

Shape
your future
START HERE >

United States
Census
2020

Responding to the 2020 Census

- Four ways to respond in 2020
 - Online
 - Phone
 - Paper
 - Personal Visit by Census Employee
- Name, age, DOB, race and origin, Hispanic origin, relationship, gender, tenure, operational questions (pop count, name, phone number, overcount, undercount)

We will never ask for:

- Your social security number.
- Money or donations.
- Anything on behalf of a political party.
- Your bank or credit card account numbers.

The image shows a portion of the 2020 Census questionnaire. It includes the following sections:

- Question 5:** "Please provide information for each person living here. If there is someone living here who pays the rent or owns this residence, start by listing this or her as Person 1. If the person who pays the rent or owns this residence does not live here, start by listing any adult living here as Person 1." It includes fields for First Name, Last Name, and Sex (Male/Female).
- Question 6:** "What is Person 1's sex?" with checkboxes for Male and Female.
- Question 7:** "What is Person 1's age and what is Person 1's date of birth?" It includes fields for Age on April 1, 2020 (years), and Date of Birth (Month, Day, Year).
- Question 9:** "What is Person 1's race?" It includes checkboxes for various racial and ethnic groups such as White, Black or African American, American Indian or Alaska Native, etc.

[Click HERE](#)----> 2020 Census Questionnaire

Language Support – Online at 2020Census.gov

LANGUAGE SUPPORT ONLINE, BY PHONE, BY MAIL, AS WELL AS ADVERTISING

**12 languages
(in addition to English):**

- Spanish
- Chinese
- Vietnamese
- Korean
- Russian
- Arabic
- Tagalog
- Polish
- French
- Haitian Creole
- Portuguese
- Japanese

99%

English plus these 12 languages cover 99% of all U.S. households.



Completing the Census by Phone

Beginning March 1, 2020, the English and Spanish language lines will be available to provide general information about the 2020 Census, including answers to frequently asked questions (FAQs), via an automated Interactive Voice Response (IVR) system.

Callers to these lines will also be advised to call back starting March 9, 2020 to speak with a live customer service representative (CSR). Callers to all other language lines will hear the message to call back starting March 9, 2020, to speak with a live CSR.

Beginning March 9, 2020, all lines will begin live CSR support providing information about the 2020 Census and assistance with the questionnaire.

Callers to the English and Spanish language lines will be routed through the IVR system prior to being transferred to a CSR. Callers to all other language lines will be greeted in that language by a CSR.

LANGUAGE LINE	TOLL-FREE NUMBER
English	844-330-2020
Spanish	844-468-2020
Chinese (Mandarin)	844-391-2020
Chinese (Cantonese)	844-398-2020
Vietnamese	844-461-2020
Korean	844-392-2020
Russian	844-417-2020
Arabic	844-416-2020
Tagalog	844-478-2020
Polish	844-479-2020
French	844-494-2020
Haitian Creole	844-477-2020
Portuguese	844-474-2020
Japanese	844-460-2020
English (Puerto Rico residents)	844-418-2020
Spanish (Puerto Rico residents)	844-426-2020
Telephone Display Device (TDD)	844-467-2020

Overview of Non-English Language Support

To view the 2020Census.gov landing page in any of the non-English 59 languages click [here](#).

Language Guides

<https://www.census.gov/programs-surveys/decennial-census/2020-census/planning-management/language-resources/language-guides.html>

Language Guides (Video and Print) Language Glossaries Language Identification Card	Paper Questionnaire & Mailing Materials																																																												
<p>59 Non-English Languages</p> <p>Video and print language guides will be available online. Glossaries provide key terminology to bilingual staff. Language Identification Card expanded to 59 languages (50 in 2010). <i>Language listed below are in order of need (top to bottom, left to right).</i></p> <table border="0"> <tr> <td>Spanish</td> <td>Italian</td> <td>Khmer</td> <td>Tamil</td> <td>Croatian</td> </tr> <tr> <td>Chinese</td> <td>Farsi</td> <td>Nepali</td> <td>Navajo</td> <td>Bulgarian</td> </tr> <tr> <td>Vietnamese</td> <td>German</td> <td>Urdu</td> <td>Hungarian</td> <td>Twi</td> </tr> <tr> <td>Korean</td> <td>Armenian</td> <td>Romanian</td> <td>Hebrew</td> <td>Lithuanian</td> </tr> <tr> <td>Russian</td> <td>Hindi</td> <td>Telugu</td> <td>Malayalam</td> <td>Yoruba</td> </tr> <tr> <td>Arabic</td> <td>Ukrainian</td> <td>Burmese</td> <td>Swahili</td> <td>Czech</td> </tr> <tr> <td>Tagalog</td> <td>Bengali</td> <td>Punjabi</td> <td>Yiddish</td> <td>Igbo</td> </tr> <tr> <td>Polish</td> <td>Greek</td> <td>Lao</td> <td>Indonesian</td> <td>Marathi</td> </tr> <tr> <td>French</td> <td>Amharic</td> <td>Hmong</td> <td>Serbian</td> <td>Sinhala</td> </tr> <tr> <td>Haitian</td> <td>Somali</td> <td>Albanian</td> <td>Tigrinya</td> <td>Slovak</td> </tr> <tr> <td>Creole</td> <td>Thai</td> <td>Turkish</td> <td>Ilocano</td> <td>American</td> </tr> <tr> <td>Portuguese</td> <td>Japanese</td> <td>Gujarati</td> <td>Dutch</td> <td>Sign Language</td> </tr> </table>	Spanish	Italian	Khmer	Tamil	Croatian	Chinese	Farsi	Nepali	Navajo	Bulgarian	Vietnamese	German	Urdu	Hungarian	Twi	Korean	Armenian	Romanian	Hebrew	Lithuanian	Russian	Hindi	Telugu	Malayalam	Yoruba	Arabic	Ukrainian	Burmese	Swahili	Czech	Tagalog	Bengali	Punjabi	Yiddish	Igbo	Polish	Greek	Lao	Indonesian	Marathi	French	Amharic	Hmong	Serbian	Sinhala	Haitian	Somali	Albanian	Tigrinya	Slovak	Creole	Thai	Turkish	Ilocano	American	Portuguese	Japanese	Gujarati	Dutch	Sign Language	<p>Spanish</p> <p>Bilingual mailing materials and questionnaires will be sent to addresses in bilingual tracts.</p> <p>Mailings will include instructions on responding via Internet or phone in 12 non-English languages.</p> <p>During Nonresponse Followup enumerators use:</p> <ul style="list-style-type: none"> • A bilingual handheld instrument (English/Spanish) • Bilingual materials (English/Spanish) • Instructions to respond online or by phone in 12 non-English languages • Language Identification Card
Spanish	Italian	Khmer	Tamil	Croatian																																																									
Chinese	Farsi	Nepali	Navajo	Bulgarian																																																									
Vietnamese	German	Urdu	Hungarian	Twi																																																									
Korean	Armenian	Romanian	Hebrew	Lithuanian																																																									
Russian	Hindi	Telugu	Malayalam	Yoruba																																																									
Arabic	Ukrainian	Burmese	Swahili	Czech																																																									
Tagalog	Bengali	Punjabi	Yiddish	Igbo																																																									
Polish	Greek	Lao	Indonesian	Marathi																																																									
French	Amharic	Hmong	Serbian	Sinhala																																																									
Haitian	Somali	Albanian	Tigrinya	Slovak																																																									
Creole	Thai	Turkish	Ilocano	American																																																									
Portuguese	Japanese	Gujarati	Dutch	Sign Language																																																									

2020 Census Jobs

Earn extra income while helping your community.

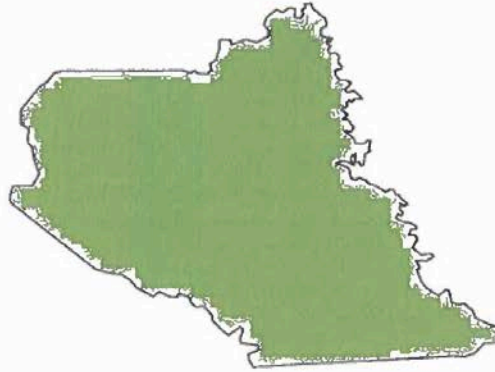
Positions

Enumerators
Recruiting Assistants
Census Field Supervisors
Office Operations Supervisor

Apply now at <https://2020census.gov/jobs>

There are a limited number of office manager positions remaining in our field offices. Interested applicants should apply through www.USAJobs.gov

2020 Maine Recruiting
Goal: 14,000



Shape
your future
START HERE >

United States
Census
2020

11 2020CENSUS.GOV

2020 Census Operational Adjustments Due to COVID-19

Activity/Operation	Original Schedule	Proposed New Schedule
Self-Response Phase Online, phone, and mailed self-responses continue throughout the data collection process.	March 12-July 31, 2020	March 12-October 31, 2020
Nonresponse Follow-up (NRFU)	May 13-July 31, 2020	August 11-October 31, 2020

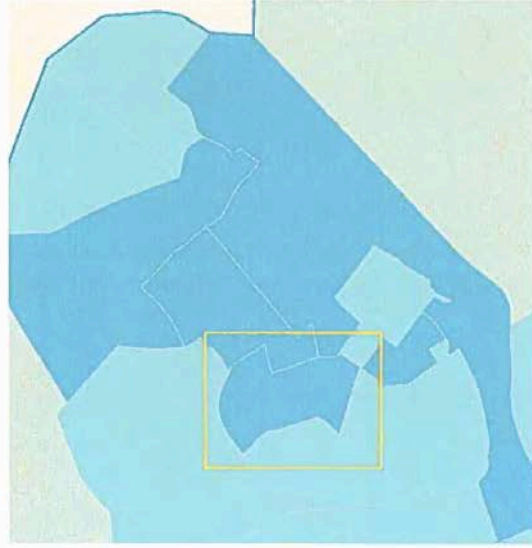
Click here → [Operational Adjustments](#)

Response Outreach Area Mapper (ROAM)

www.census.gov/roam

Portland ME: Census Tract 10, Cumberland County

- Low Response Score (%): 29.7
- ACS Self-Response Rate: 59.8
- Total Population: 2,730
- Median Household Income (\$): 30,365
- Median Age: 29.2
- Persons Below Poverty Level (%): 32.77
- Children Under 18 Living in Poverty (%): 41.82
- Non-Hispanic, Black (%): 19.41
- Non-Hispanic, White (%): 72.34
- Hispanic (%): 4.25
- Foreign Born (%): 21.06
- Renter Occupied Housing Units (%): 90.71
- Married Couple Households with Child Under 18 (%): 33.94
- Family Occupied Housing Units with Related Children Under 6 (%): 26.67
- Population 1+ Who Moved From Another Residence Within the Last Year (%): 47.88
- Multi-Unit (10+) Housing (%): 42.67



Shape
YOUR future
START HERE >

United States
Census
2020

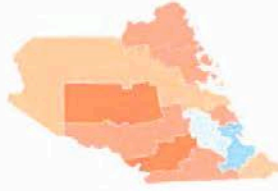
2020CENSUS.GOV

13

Self-Response Rate Map

Name
Self-Response
47.1%

Antrozoggin
Self-Response
55.5%



Select Date
5/27/21

Select Mode
Full

Select State
Maine

Select County
(All)

Geographies
Return to State
County
Census Tract
City
Congressional District
Town and Township
Tract Area



United States
Census 2020

Shape
your future
START HERE >

Data Dissemination Program

- Free Resource to YOU
- Opportunities to teach the public how to access our data
 - Data Presentations
 - Data Access Workshops and Training Sessions
 - Webinars
 - Data and Survey Inquiries
- All tools and data available at www.census.gov
 - Explore Census Data → data.census.gov
 - Census Business Builder
 - My Congressional District
 - OnTheMap

Subscribe and learn more:
www.census.gov/academy

Connect With Us

www.2020census.gov

OR



facebook.com/uscensusbureau



twitter.com/uscensusbureau



youtube.com/user/uscensusbureau



instagram.com/uscensusbureau

2020CENSUS.GOV

Shape
your future
START HERE >

United States
Census
2020

Contact Us

Partnership Program

Phone: (212) 882-2130

Email: new.york.rcc.partnership@2020census.gov

Website: <https://www.census.gov/partners/2020.html>

Data Dissemination Program

Email: census.askdata@census.gov

Phone: 1-844-ASK-DATA

Website: www.census.gov/data/training-workshops.html

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

CHAIR: I open the Public Hearing at 6:58 p.m.

Cheryl Sullivan (206-12-2), 12 Ivy Avenue, one year round rental; David Douglass/Virginie Stanley (206-28-7), 37 Summit Street, one year round rental; Louise & Joseph Loblundo (313-3-6), 8 Bay Avenue, one year round rental; John Soucy (315-17-4), 35 Union Avenue, one year round rental; Matthew & Anne Bowles (205-11-7A), 8A & 8B Carll Avenue, two year round rentals; and David Douglass/Virginie Stanley (206-28-7), 37 Summit Street, for a five year round rentals.

CHAIR: I close the Public Hearing at 6:59 p.m.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the Business Licenses as read.

VOTE: Unanimous.

PUBLIC HEARING AMUSEMENT PERMITS AND APPROVAL:

CHAIR: I open the Public Hearing at 7:01 p.m.

Paul Dussault/Louise Lesperance dba/Joseph's by the Sea (310-3-3), 55 West Grand Avenue, DJ (Weddings), background live acoustics, inside/outside- 12:00 p.m. to 11:00 p.m.; and John Cloutier/Shannon Cloutier dba/The Beachwood (307-1-4), 29 West Grand Avenue, DJ, guitar, karaoke – 11 a.m. to 10:00 p.m. – outside; and Robert T. Greenlaw /Kelly G. Greenlaw dba/GFB Scottish Pub LLC (205-3-1). 32Old Orchard Street – amplified/acoustic music with karaoke – 12:00 p.m. to 12:30 a.m.

CHAIR: I close the Public Hearing at 7:02 p.m.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Approve the Amusement Permits and Approval as read.

VOTE: Unanimous.

PUBLIC HEARING LIQUOR LICENSE PERMITS AND APPROVAL:

CHAIR: I open this Public Hearing at 7:02 p.m.

Brian Macsuga/Tanya Morgan dba/Mainely Lobster Cafe (205-5-5), 16 Old Orchard Street, m-v in a Restaurant.

CHAIR: I close the Public Hearing at 7:03 p.m.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the Liquor License Permit as read.

VOTE: Unanimous.

TOWN MANAGER'S REPORT:

Traffic Study is being conducted at Half-Way. The Maine Department of Transportation, with the Consultant, Gorrill Palmer, is conducting a Feasibility Study of a Rotary or Roundabout alternatives for the Intersection. There will be scheduled two Public Hearings in the next six months. Town Hall has changed its appointment hours which only be the last hour of each business day. There is a new Housing Development at 36 Portland Avenue – a 55 plus Housing Development. They have changed their proposal to the Planning Board to request a contract zone to address parking, height, density, setbacks, etc. The Planning Board will review this in August and September. The Town Council will review the project if the Planning Board approves sometime in September and October. The Recreation Department is hosting a Ribbon Cutting at the Ballpark (Thursday at 11:00 a.m.) to celebrate the opening of the ½ mile trail loop around the small pond behind the Stadium.



TOWN OF

Old Orchard Beach

A FOUR SEASON COMMUNITY



July 21, 2010

Assistant City Manager Louise Reid

Dear Louise:

It is with mixed emotions that I acknowledge your letter of July 13 announcing your intention to retire as Assistant Town Manager effective November 13. While you certainly have earned the opportunity to retire, this community will feel a great loss at your departure from Town Hall. You have been, in the best sense of the phrase, a true public servant, as recognized three years ago when the Old Orchard Beach Chamber of Commerce honored you with its Hall of Fame designation.

Throughout your 17 years as Assistant Town Manager you were invariably the first to arrive at Town Hall each morning and frequently the last to depart. On those days when I was still at my desk at the end of the day when you were getting ready to leave you always would ask whether there was anything else you could do for me, even if it was 10:00 at night after a long Council meeting. I knew that your offer was genuine because doing for others is one of your defining qualities.

On a personal note I thank you for your loyalty, kind words, thoughtfulness and prayers over the past seven years working together. I will certainly miss your good humor and infectious laughter (there's nothing quite like your laugh once you get going!). You have a gift for lifting peoples' spirits and making each person feel better about themselves. I am grateful for our time working together.

Warm regards,

Larry S. Mead
Town Manager

cc: Members of the Town Council

One Portland Avenue • Old Orchard Beach, ME 04064 • Phone (207) 934-5714

NEW BUSINESS:

7234 Discussion with Action: Accept, with regret, the resignation of Town Council Chair Joseph Thornton, effective immediately.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Accept, with regret, the resignation of Town Council Chair Joseph Thornton, effective immediately.

VOTE: Unanimous.

7235 Discussion with Action: Elect a Town Council Chair and Vice-Chair until November 16, 2020.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to nominate for Town Council Chair, Shawn O'Neil, and for Town Council Vice Chair, Michael Tousignant.

VOTE: Unanimous.

7236 Discussion with Action: Accept, with regret, the resignation of Marc Bourassa from the Business License Administrative Board; W. Victor Gould, Jr. from the Ballpark Commission; John Gallo from the Ballpark Commission; and Patricia Griffin from the Finance Committee.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Accept, with regret, the resignation of Marc Bourassa from the Business License Administrative Board; W. Victor Gould, Jr. from the Ballpark Commission; John Gallo from the Ballpark Commission; and Patricia Griffin from the Finance Committee.

VOTE: Unanimous.

7237 Discussion with Action: Approve the Professional Service Agreement from CAI Technologies for Geographical Information System Consulting and Technical Support Services on a time and materials cost basis not to exceed \$50,000 from Account Number 20102-50809 - GIS Program Expense, with a balance of \$35,000 and from Account Number 20151-50300 Public Works Professional Engineering Expense, with a balance of \$15,000.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the Professional Service Agreement from CAI Technologies for Geographical Information System Consulting and Technical Support Services on a time and materials cost basis not to exceed \$50,000 from Account Number 20102-50809 - GIS Program Expense, with a balance of \$35,000 and from Account Number 20151-50300 Public Works Professional Engineering Expense, with a balance of \$15,000.

VOTE: Unanimous.

**PROFESSIONAL SERVICES AGREEMENT
FOR THE
TOWN OF OLD ORCHARD BEACH, MAINE**
For time period 7/1/2020 through 6/30/2021

June 8, 2020

This Agreement made this 8th day of June, 2020 between Cartographic Associates, Inc., doing business as CAI Technologies, a New Hampshire corporation with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Old Orchard Beach located at 1 Portland Avenue, Old Orchard Beach, ME, 04064, hereinafter called the CLIENT, to provide professional GIS services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

I. SCOPE OF SERVICES

Geographic Information System (GIS) Consulting and Technical Support Services

- A. CAI shall provide general GIS consulting, data development and technical support services to the CLIENT. With the exception of on-site meetings/training or required field work that may include GPS data collection, said services shall be performed off-site using telephone, email and remote desktop communication. These services shall include, but not necessarily be limited to, general GIS system consulting, GIS data layer/application development and conversion, and overall GIS data management services as directed by the CLIENT.
- B. CAI shall utilize the most current version of ESRI ArcGIS software to perform all services and shall deliver all data developed and/or modified as part of this agreement to the CLIENT in a manner consistent with professional GIS consulting standards.
- C. Any GIS data developed as part of this agreement shall be owned by the CLIENT. CAI shall not release or distribute data without prior written consent from the CLIENT.
- D. This agreement is valid for remote consulting and technical support services provided to the CLIENT for the above referenced time period.

II. CLIENT RESPONSIBILITIES

The CLIENT shall appoint a contact person to serve as project liaison between the CLIENT and CAI.

III. COST

CAI recognizes that the total annual GIS budget for the CLIENT shall not exceed \$35,000.00. With the exception of fixed fee services such as CAI's AxisGIS platform annual hosting fees and any related add-on services, CAI shall perform the services described in this agreement on a time and materials cost basis using the following rate schedule. All time shall be invoiced in quarter hour increments. Invoicing shall be done monthly based on work completed.

TIME & MATERIALS RATE SCHEDULE	
Position / Title	Standard Hourly Rate
Project Manager	\$185
Solutions Architect	\$225
Senior GIS Programmer	\$155
GIS Programmer	\$130

Note fee per issue minimum (\$7,500) as per Fee Schedule will be split among note issues. Balance of fees will be calculated according to fee schedule, plus expenses. Total combined minimum fee - \$7,500.

Fees for multiple issues sold on the same day are subject to negotiation with final approval by UFASI Principal.

Other Professional Consulting Services:

Charged on a fee-for-service basis at the rate of \$200 per hour with a minimum ¼ hour and maximum subject to negotiation.

Such services may include, but are not limited to:

- Credit rating presentations separate from a debt issuance such as surveillance rating assistance or a confidential rating;
- Municipal advisory services for US Rural Development loans;
- Preparation of and/or assistance with Statement of Indebtedness;
- Preparation of and/or assistance with Form DE-1;
- Support in procurements of an audit firm, water and sewer rates consultant, a consulting engineer, and other potential members of a finance or project team;
- Review of internal financial management and implementation of financial controls;
- Development of finance policies;
- Preparation of revenue and expenditure projections;
- Assistance in the early stages of project feasibility and evaluation;
- Assistance in the development of capital improvement programs.

Continuing Disclosure:

Full continuing disclosure preparation and filing: \$2,000 per filing

Limited continuing disclosure preparation and filing: \$500 per filing

Filing of a recent official statement or CAFR: \$500 per filing

Preparation of audit confirmations: as applicable, not to exceed \$250 per confirm

Administrative fee for public offering of securities:

Includes coordination of DTC closings, bond and note document photocopying, preparation of preliminary and final official statements for printer.

Bond issues: \$75.00

Note issues: \$37.50

Expenses Reimbursed by Issuer:

Out of pocket expenses as applicable, including overnight mailing charges and travel outside of Massachusetts.

Accepted: _____

Date: _____

7238 Discussion with Action: Accept the bid from Interboro Packaging Corp., Montgomery, New York, for Trash Disposal Bags at a cost of \$0.3492 per bag for Fiscal Year 2021; \$0.383 per bag for Fiscal Year 2022; and \$0.4213 per bag for Fiscal Year 2023 from Account Number 10011-10302 – Inventory Trash Bags, with a balance of \$11,975.11.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Accept the bid from Interboro Packaging Corp., Montgomery, New York, for Trash Disposal Bags at a cost of \$0.3492 per bag or Fiscal Year 2021; \$0.383 per bag for Fiscal Year 2022; and \$0.4213 per bag for Fiscal Year 2023 from Account Number 10011-10302 – Inventory Trash Bags, with a balance of \$11,975.11.

VOTE: Unanimous.

7239 Discussion with Action: Approve the purchase from Watch Guard of ten (10) Body Cameras and one (1) Docking Station for the Police Department in the amount of \$11,815.00 from Account Number 30167-50311 – Drug Seizure and Donations, with a balance of \$19,204.64.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the purchase from Watch Guard of ten (10) Body Cameras and one (1) Docking Station for the Police Department in the amount of \$11,815.00 from Account Number 30167-50311 – Drug Seizure and Donations, with a balance of \$19,204.64.

VOTE: Unanimous.

7240 Discussion with Action: Authorize the Town Manager to Enter into an Agreement for COVID-19 Business Support and Education Services with the Old Orchard Beach Chamber of Commerce in the amount of \$28,490 to be funded through a Grant from the Maine Department of Health and Human Services “Keep Maine Healthy Initiative.”

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Authorize the Town Manager to Enter into an Agreement for COVID-19 Business Support and Education Services with the Old Orchard Beach Chamber of Commerce in the amount of \$229,300 to be funded through a Grant from the Maine Department of Health and Human Services “Keep Maine Healthy Initiative.”

VOTE: Unanimous.

AGREEMENT BETWEEN
THE TOWN OF OLD ORCHARD BEACH AND
THE OLD ORCHARD BEACH CHAMBER OF COMMERCE.

This Agreement ("Agreement") is made and entered into this ___ day of July, 2020, between the Town of OLD ORCHARD BEACH, Maine (hereinafter called "TOWN") and the Old Orchard Beach Chamber of Commerce (hereinafter called "CHAMBER") (collectively, "the Parties"), pursuant to the following terms and conditions:

A. WHEREAS, the TOWN was awarded a grant by the State of Maine Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign to create education and prevention plans to encourage Old Orchard Beach businesses, residents and summer visitors to follow best practices to prevent the spread of the Coronavirus; and

B. WHEREAS, the CHAMBER is well positioned to communicate directly with businesses and downtown visitors to achieve the goal of limiting the spread of the Coronavirus in order to keep Old Orchard Beach for residents and visitors;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the TOWN and the CHAMBER agree to the following:

I. RESPONSIBILITIES OF THE CHAMBER

The CHAMBER will provide public education activities as well as local business awareness and assistance as detailed in the 2020 Municipal COVID-19 Awareness Campaign Application (included as Attachment A). The CHAMBER visitors' center will serve as a resource for COVID-19 information, including providing masks, restrooms for hand washing, and informational materials. The Chamber will provide businesses with information and reminders of COVID-19 best practices including guidance from the Maine Department of Economic and Community Development. The Chamber will employ individuals to function as Ambassadors to Downtown and beach visitors and patrons, and Old Orchard Beach restaurants, retail establishments, campgrounds, and lodging establishments by encouraging the practice of healthy behaviors, including: social distancing, use of face coverings, and frequent hand washing.

The CHAMBER will submit to the TOWN Finance Director on a monthly basis an invoice for payment of services outlined in Attachment A, including supporting documentation of costs as required by the TOWN.

II. RESPONSIBILITIES OF THE TOWN

The TOWN shall make payment to the CHAMBER upon invoice for services provided under Section I above.

III. TERM OF AGREEMENT

The term of the Agreement shall be from the date of execution through September 30, 2020.

IV. COMPENSATION

The TOWN shall pay the CHAMBER for the provision of services under this Agreement a total amount not to exceed \$28,490 (twenty-eight thousand four hundred ninety dollars).

V. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the CHAMBER fourteen (14) days notice, and compensating the CHAMBER equitably to the termination date.

VI. 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.

VII. INSURANCE

Except as otherwise provided by this Agreement, the CHAMBER shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of Services under this Agreement, at no expense to the Town, the following insurance coverage:

a. **General and professional liability insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) 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 CHAMBER and TOWN from claims and damages that may arise from operations under this Agreement. The insurance policy shall name the TOWN as an additional insured.

b. **Workers' Compensation Insurance** in amounts required by Maine law. In circumstances where any class of employees engaged in work under this Agreement is not protected under the Workers' Compensation Act. The CHAMBER shall, at its own expense, provide for the protection of its employees not otherwise protected.

VIII. INDEMNIFICATION

The CHAMBER will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Agreement by the CHAMBER, its officials, employees, agents and subcontractors. 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.

IX. ENTIRE 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.

Date: _____ OLD ORCHARD BEACH CHAMBER OF
COMMERCE

By: _____
Kimberly Howard, Executive Director

Title: _____

Date: _____ INHABITANTS OF THE
TOWN OF OLD ORCHARD BEACH

By: _____
Larry S. Mead, Town Manager

Finance Use Only

Department: _____ Account Number: _____

Purchase Order Number: _____

Total Contract Price: _____

Town Council Agenda #: _____

I certify that appropriated funds are available for this contract:

Treasurer – Finance Director

Date:

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner



Maine Department of Health and Human Services
Division of Contract Management
11 State House Station
109 Capitol Street
Augusta, Maine 04333-0011
Tel: (207) 287-5707; Fax: (207) 287-5031
TTY: Dial 711 (Maine Relay)

6/30/2020

Dear Provider,

The Department is starting the contract process at this time to ensure the agreement will be approved and funds will be encumbered as soon as possible. Allocation for proposed agreement(s) with your agency is shown below; requiring your agency to complete budget pages for inclusion in the contract. Current **updated budget forms** and instructions can be found on our website at <https://www.maine.gov/dhhs/about/financial-management/contract-management>. Please note that your budget pages should be emailed to Contract-Budgets.DHHS@maine.gov no later than close of business **10 days from this date**. Only budgets should be sent to this email address. All other correspondence regarding your proposed agreement should be sent to me.

Note that for each Service and contract year line listed in table below a separate component/service/program should be completed in the cost-settled budget. Complete a separate column for each Service line below on Budget Forms 1 & 2. For Cost-sharing settlement (CS) components, also complete separate Forms 3, 5 and CS F-1 ASF pro forma. All revenues and expenses of the CS components must be included in the budget (see budget instructions).

The services in this agreement that are CS will require you to submit a monthly invoice and a monthly financial report. Additional information will be contained in the contract documents being sent to you in separate email.

Agency Name :	OLD ORCHARD BEACH TOWN OF	Start Date:	End Date:	DHHS Agreement Number:
		6/8/2020	10/31/2020	COM-20-3052

				Funding Amount	
			022		
Service	CS or FFS	Year1 or 2 or 3	Amount	Total for Service	
Municipal COVID19 Awareness	CS	YEAR 1	\$213,640.00	\$213,640.00	
Total Agreement Amount				\$213,640.00	

As your single point of contact for your contracts with DHHS, I am available to answer any questions you may have about the process using the contact information provided below. Thank you for your continued collaboration in providing quality services to the people of Maine.

Sincerely,

Lora Blackwell
109 Capitol St., SHS #11
Augusta, Maine 04333-0011
(207)287-8607 lora.l.blackwell@maine.gov

2020 Municipal COVID-19 Awareness Campaign APPLICATION

Please complete this form and return to the CDC no later than **June 22, 2020**. Applications received after this date will not be eligible for funding.

Contact Information for Municipality or Tribe		
Name of Municipality or Tribe: Town of Old Orchard Beach	County: York	
Population (Year-round): 9,000	Estimated Summer Peak Population: 36,000	
Municipal or Tribal Representative, Name: Larry S. Mead	Title: Town Manager	
Mailing Address (Street or Box #): 1 Portland Ave		
City: Old Orchard Beach	State: ME	Zip Code: 04064
Phone: 207-937-5628	Email: lmead@oobmaine.com	

Municipality or Tribe public health protection plan will include the following activities (check all boxes that apply):

Public Education

- Print and post COVID-19 Educational Signs
- Create and distribute COVID-19 Informational Brochures
- Provide educational campaign on local social media platforms
- Develop training events for local businesses (online or in person)
- Develop educational pages on Municipality or Tribe website
- Other similar items (please describe in one sentence or less):

Develop related video.

Physical Distancing and Public Health Support

- ☑ Post signs and install physical barriers to limit congregation, encourage social distancing
- ☑ Close streets to expand outdoor dining and pedestrian opportunities
- ☑ Provide staff to control congregations in front of restaurants, bars, at beaches and parks
- ☑ Provide personal protective equipment (PPE) and hand sanitizer for staff and public use
- ☑ Increase sanitization of public spaces, including benches, picnic tables, public restrooms
- ☑ Other similar items (please describe in one sentence or less):

Augment trolley transportation service for beach/downtown visitors; now COVID limited 50%.

Local Business Assistance

- ☑ Provide Local Health Officer, Code Enforcement Officer and/or other designee of Municipality or Tribe to act as contact for educating local businesses and individuals on best practices. Duties to include the following:
 - Provide proactive education and training to areas businesses on compliance with best public health practices and DECD check-list guidance
 - Follow up on complaints received by Municipality, Tribe or State licensing agency. This will include contacting or visiting the business or individual and educating them on COVID-19 guidance
 - Report public health violations to appropriate State licensing agency
 - Refer criminal activity to local law enforcement.

Resource Name and Contact Information (include phone number and email address):

Fred LaMontagne: 207-937-5858. flamontagne@oobmaine.com. Emergency Management Dir

-
- ☑ Other similar items (please describe in one sentence or less):

Contract with OOB Chamber of Commerce to provide Ambassadors for business assistance.

One Page Narrative

Keep Maine Healthy Narrative

Old Orchard Beach experiences a large population increase during the summer months with a year round population of 9,000, seasonal daily summer occupancy population of 36,000, and an additional daily visitor population that expands the total service population to well in excess of 50,000 per day. Typically throngs of people crowd the Town's beach (5 miles long, dozens of public access points), campgrounds and downtown, including the Palace Playland amusement park and the historic Pier. When people think of summer fun in Maine they often think of OOB. The crowds are present throughout the day and continue late into the night, especially in July and August. At this time, with each new level of business re-opening approved by the State, the Town is experiencing growing numbers of people at the beach, restaurants and downtown shops.

The Town's Emergency Management Director has, throughout the COVID pandemic, served as the municipal point of contact for local business assistance, with daily interactions both on site and through email and telephone.

Part 1:

The Town will subcontract with the OOB Chamber of Commerce to carry out public education activities as well as local business awareness and assistance. The Chamber visitors' center will serve as an information hub, including providing masks, restrooms for hand washing, and informational materials. The Chamber will provide businesses with information and reminders of best practices and DECDC check-list guidance, including a best practices "one-sheet" by business sector.

The Chamber will assign three people as Ambassadors for COVID awareness to work with restaurants, retail, and lodging establishments on best practices, including campgrounds. Two will cover the downtown area and can walk. One will need transportation to visit campgrounds and motels. The grant includes the cost of a road approved low speed vehicle for transportation (leased low speed vehicles are not available). The Chamber provided the cost estimate for Ambassadors and the low speed vehicle estimate is from a vendor. The OOB Chamber of Commerce will invoice the Town with documented expenses.

Part 2:

The Town will subcontract with Biddeford, Saco, OOB Transit to augment the seasonal Trolley service (140,000 passengers in 2019) in order to achieve social distancing on the trolley. This service transports visitors between campgrounds, motels and the beach and downtown area. COVID restrictions have reduced capacity by 50%. Cost estimate developed by the Transit agency can be provided. The Transit service will invoice the Town with documented hours of service.

Part 3:

The Town will utilize a variety of methods to provide highly visible messaging regarding social distancing, masks and hand washing targeted at beach visitors, downtown visitors, and Ocean Park visitors by placing a variety of messaging

Keep Maine Healthy Narrative

devices along our 5 miles of beach, high traffic shopping areas, public parks and key roadways:

- 4 mobile Electronic message boards and 1 fixed message board
- 30 “banana” shaped message flags (10’ x 2’)
- Daily use of “fly-by” signs along beachfront using airplane
- Targeted geofencing social-media messaging.

The Town will acquire 20 concrete and 10 HDP (Plastic) barriers to safely separate outdoor dining areas on public spaces from vehicular traffic and to provide room for queuing at take-out restaurant windows downtown as well as more room on downtown sidewalks for people walking, eating or gathering. Vendor quotes used for cost estimate.

Part 4:

The Town will institute modifications for the July 14 and November elections to support physical distancing, including direct mail communication to voters encouraging absentee balloting, as well as sanitizing and cleaning of the July 14 polling location in the high school gymnasium.

Maine Department of Health and Human Services		AGENCY NAME: Town of Old Orchard Beach			
PROGRAM NAME:		Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign			
AGREEMENT START DATE:		6/8/2020			
AGREEMENT END DATE:		10/31/2020			
DHHS AGREEMENT #:					
EXPENSE SUMMARY					
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
	EXPENSES	TOTAL PROGRAMS (this agreement)	Public Education	Physical Distancing and Public Health Support	Local Business Assistance
3	PERSONNEL EXPENSES				
4	SALARIES/WAGES	21,600			21,600
5	FRINGE BENEFITS	2,800			2,800
6	THIRD PARTY IN-KIND (Match Only)				
7	TOTAL PERSONNEL EXPENSES	24,400			24,400
8	CAPITAL EQUIPMENT PURCHASES	104,000		90,000	14,000
9	SUB-RECIPIENT AWARDS				
10	ALL OTHER EXPENSES				
11	OCCUPANCY - DEPRECIATION				
12	OCCUPANCY - INTEREST				
13	OCCUPANCY - RENT				
14	UTILITIES/HEAT				
15	TELEPHONE				
16	MAINTENANCE/MINOR REPAIRS				
17	BONDING/INSURANCE				
18	EQUIPMENT RENTAL/LEASE				
19	MATERIALS/SUPPLIES	24,650	2,000	21,150	1,500
20	DEPRECIATION (Non-Occupancy)				
21	CLIENT-RELATED TRAVEL				
22	OTHER TRAVEL	46,539		46,539	
23	CONSULTANTS - DIRECT SERVICE				
24	CONSULTANTS - OTHER				
25	INDEPENDENT PUBLIC ACCOUNTANTS				
26	TECHNOLOGY SERVICES/SOFTWARE				
27	THIRD PARTY IN-KIND (Match Only)				
28	SERVICE PROVIDER TAX	2,900	2,900		
29	TRAINING/EDUCATION	5,000		5,000	
30	MISCELLANEOUS				
31					
32	SUBTOTAL - ALL OTHER EXPENSES	79,089	4,900	72,689	1,500
33	INDIRECT Costs	6,151		3,561	2,590
34	TOTAL ALL OTHER EXPENSES (Lines 32, 33)	85,240	4,900	76,250	4,090
35	TOTAL EXPENSES (Lines 7, 8, 9, 34)	213,640	4,900	166,250	42,490

Old Orchard Beach Keep Maine Healthy Sub-Contract OOB Chamber of Commerce Budget

EXPENSES	TOTAL PROGRAMS	Public Education	Physical Distancing and Public Support	Local Business Assistance
Wages 3 people @ 10 wks@ 40hrs @ \$18/hr	21600			21600
Fringe	2800			2800
Materials/Supplies	1500			1500
Clothing \$1,500				
Education (video)	900	900		
SUBTOTAL: Expenses	26800	900		25900
INDIRECT costs	2590			2590
TOTAL EXPENSES	29390	900		28490

7241 Discussion with Action: Authorize the Town Manager to Enter into an Agreement for Trolley Transportation Services with Biddeford Saco Old Orchard Beach Transit in the amount of \$33,000 to be funded through a Grant from the Maine Department of Health and Human Services “Keep Maine Healthy Initiative.”

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Authorize the Town Manager to Enter into an Agreement for Trolley Transportation Services with Biddeford Saco Old Orchard Beach Transit in the amount of \$33,000 to be funded through a Grant from the Maine Department of Health and Human Services “Keep Maine Healthy Initiative.”

VOTE: Unanimous.

AGREEMENT BETWEEN
THE TOWN OF OLD ORCHARD BEACH AND
BIDDEFORD, SACO, OLD ORCHARD BEACH TRANSIT.

This Agreement ("Agreement") is made and entered into this ___ day of July, 2020, between the Town of OLD ORCHARD BEACH, Maine (hereinafter called "TOWN") and the Biddeford, Saco, Old Orchard Beach Transit (hereinafter called "TRANSIT") (collectively, "the Parties"), pursuant to the following terms and conditions:

WHEREAS, the TOWN was awarded a grant by the State of Maine Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign to create education and prevention plans to encourage Old Orchard Beach businesses, residents and summer visitors to follow best practices to prevent the spread of the Coronavirus; and

WHEREAS, the TRANSIT operates a Trolley transportation service that transports thousands of Summer visitors from campgrounds and lodging establishments to the downtown and beach areas; and

WHEREAS, COVID-19 best practices necessitate that social distancing be implemented while transporting passengers by Trolley, reducing substantially the maximum occupancy permitted on each Trolley run; and

WHEREAS, the use of additional Trolleys will support the implementation of social distancing,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the TOWN and the TRANSIT agree to the following:

I. RESPONSIBILITIES OF THE TRANSIT

The TRANSIT will provide public education activities as well as local business awareness and assistance as detailed in the 2020 Municipal COVID-19 Awareness Campaign Application (included as Attachment A). The CHAMBER visitors' center will serve as a resource for COVID-19 information, including providing masks, restrooms for hand washing, and informational materials. The Chamber will provide businesses with information and reminders of COVID-19 best practices including guidance from the Maine Department of Economic and

Community Development. The Chamber will employ individuals to function as Ambassadors to Downtown and beach visitors and patrons, and Old Orchard Beach restaurants, retail establishments, campgrounds, and lodging establishments by encouraging the practice of healthy behaviors, including; social distancing, use of face coverings, and frequent hand washing.

The CHAMBER will submit to the TOWN Finance Director on a monthly basis an invoice for payment of services outlined in Attachment A, including supporting documentation of costs as required by the TOWN.

II. RESPONSIBILITIES OF THE TOWN

The TOWN shall make payment to the CHAMBER upon invoice for services provided under Section I above.

III. TERM OF AGREEMENT

The term of the Agreement shall be from the date of execution through September 30, 2020.

IV. COMPENSATION

The TOWN shall pay the CHAMBER for the provision of services under this Agreement a total amount not to exceed \$28,490 (twenty-eight thousand four hundred ninety dollars).

V. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Contractor fourteen (14) days notice, and compensating the CHAMBER equitably to the termination date.

VI. 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.

VII. INSURANCE

Except as otherwise provided by this Agreement, the CHAMBER shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of Services under this Agreement, at no expense to the Town, the following insurance coverage:

a. **General and professional liability insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) 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 CHAMBER and TOWN from claims and damages that may arise from operations under this Agreement. The insurance policy shall name the TOWN as an additional insured.

b. **Workers' Compensation Insurance** in amounts required by Maine law. In circumstances where any class of employees engaged in work under this Agreement is not protected under the Workers' Compensation Act. The CHAMBER shall, at its own expense, provide for the protection of its employees not otherwise protected.

VIII. INDEMNIFICATION

The CHAMBER will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Agreement by the CHAMBER, its officials, employees, agents and subcontractors. 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.

IX. ENTIRE 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.

Date: _____ **OLD ORCHARD BEACH CHAMBER OF COMMERCE**

7242 Discussion with Action: Approve the Employment Agreement with Fred LaMontagne to serve as Fire Chief and Emergency Management Director for the Town of Old Orchard Beach.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the Employment Agreement with Fred LaMontagne to serve as Fire Chief and Emergency Management Director for the Town of Old Orchard Beach.

VOTE: Unanimous.

EMPLOYMENT AGREEMENT BETWEEN TOWN OF OLD ORCHARD BEACH AND FREDERICK J. LaMONTAGNE, JR.

THIS Employment Agreement ("Agreement") is made and entered into this ___ day of July, 2020, between the Town of OLD ORCHARD BEACH, Maine (hereinafter called "TOWN") and Frederick J. LaMontagne, Jr. (hereinafter called "EMPLOYEE") (collectively, "the Parties"), pursuant to the following terms and conditions:

- A. WHEREAS, the parties entered into an employment agreement dated June 19, 2019; and
- B. WHEREAS, the Parties desire to (1) extend the expiration date of the June 19, 2019 agreement by an additional year; (2) continue the services of EMPLOYEE as the Fire Chief and Emergency Management Director of the TOWN; (3) define the benefits and

working conditions of EMPLOYEE's employment with the TOWN; and (4) provide a just means for terminating EMPLOYEE's contract of employment at such time as he may be unable to discharge the duties of Fire Chief of the TOWN due to disability, resignation or termination by the TOWN;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the TOWN and EMPLOYEE agree to the following:

1. DUTIES

The TOWN hereby agrees to employ EMPLOYEE as the Fire Chief and the Emergency Management Director of the TOWN, effective beginning July 1, 2020 (hereinafter called the Employment Date). EMPLOYEE agrees to perform the functions and duties so specified and to perform such other legally permissible and proper duties and functions as may be set forth in the Statutes of the State of Maine, the Old Orchard Beach Town Municipal Ordinances, any job description (as may be amended from time to time), or as the Old Orchard Beach Town Manager (hereinafter "Town Manager") shall from time to time assign. EMPLOYEE shall report to and be supervised by the Town Manager. The current job description for the position of Old Orchard Beach Fire Chief is attached hereto as Exhibit A, and incorporated by reference.

EMPLOYEE acknowledges that the position of Fire Chief is a salaried position and not subject to overtime pay, fixed hours or schedule. EMPLOYEE acknowledges the importance of the Chief's availability during normal Town business hours and attendance at meetings as needed, and after normal Town business hours as the needs of the Fire Department may dictate and as determined by the Town Manager.

2. COMPENSATION AND EVALUATION

- (a) The TOWN agrees to pay EMPLOYEE the salary of Ninety-Two Thousand Nine Hundred Thirty Four Dollars (\$92,934.00) annually, payable in such installments as the TOWN may from time to time determine for all management employees. Salary payments will occur on regular Town pay dates, and will be made by direct deposit to a financial institution of EMPLOYEE's choosing. EMPLOYEE's salary will increase by any Cost of Living Adjustment approved by Town Council for non-union employees. EMPLOYEE'S salary may be increased as authorized by the Town Manager and the Town Council.
- (b) As compensation for services related to responsibilities as Emergency Management Director EMPLOYEE shall be paid an annual stipend of Five Thousand Dollars (\$5,000). The stipend may be increased as authorized by the Town Manager.
- (c) **The Town Manager will establish performance goals in consultation with EMPLOYEE. The Town Manager will meet with EMPLOYEE and complete a written progress evaluation of the EMPLOYEE'S performance. This evaluation process will help define goals and performance objectives for the EMPLOYEE'S management of the Fire Department, The failure or inability of the Town Manager to conduct such an evaluation due to circumstances or timing shall not constitute a breach of this Agreement or be construed as an endorsement or criticism of EMPLOYEE's performance.**

3. TERM OF EMPLOYMENT

- (a) **Agreement Term.** The term shall commence on July 1, 2020, and expire on June 30, 2022, (the "Expiration Date") subject to annual reappointment by the Town Manager.
- (b) **If no later than sixty (60) days prior to the Expiration Date the TOWN notifies EMPLOYEE in writing that it will not extend this Agreement beyond the initial term set forth in this Section 3(a), the severance provisions described in Section 9(c) of the Agreement will not apply, and this Agreement and EMPLOYEE'S employment will terminate on the Expiration Date.**
- (c) **Extension Period.** If the TOWN wishes to enter into an agreement extending EMPLOYEE'S employment beyond the Expiration Date, the Town will provide EMPLOYEE with notice of such intent no later than sixty (60) days prior to the Expiration Date. If EMPLOYEE agrees to enter into an extended agreement, the Parties will thereafter negotiate a successor agreement, and this Agreement will terminate on the Expiration Date.
- (d) **Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the EMPLOYEE to resign at any time from his position with the TOWN, subject only to the provisions set forth in Section 9 (b) of this Agreement.**
- (e) **Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the TOWN, upon receipt of written notice from the EMPLOYEE that he does not wish to extend the Agreement beyond the Initial Term set forth in Section 3(a), from either (1) paying the EMPLOYEE's remaining notice period in lieu of work; or, alternatively (2) invoking and utilizing the severance provisions set forth in Section 10 (c) herein.**

4. RETIREMENT PLAN

The TOWN will contribute an amount equal to five percent (5%) of the EMPLOYEE's salary to the International City Manager's Association Retirement Corporation's (ICMA-RC) retirement fund.

The TOWN will pay up to five percent (5%) of the EMPLOYEE's salary to the Maine Public Employees Retirement System (MainePERS) as required for beneficiary members under MainePERS Chapter 801, Section 14.

5. AUTOMOBILE ALLOWANCE

Employee shall have use of a Town vehicle to use for Town business, to travel between work and residence, and for limited personal use that is ancillary to travel between work and residence or to fulfilling Town responsibilities.

6. INSURANCE COVERAGE

- (a) **The TOWN will provide health insurance coverage for the EMPLOYEE or compensation in lieu of health insurance coverage in accordance with the applicable provisions of the Town's Personnel Policy.**

- (b) Should the TOWN offer access to dental and eye care insurance coverage for the EMPLOYEE, his spouse, and immediate family. The cost of Dental and eye care coverage will be shared between TOWN and EMPLOYEE in the same manner as done for other non-union employees.

7. VACATION, HOLIDAY, SICK PAY, AND OTHER FRINGE BENEFITS

- (a) EMPLOYEE is granted vacation time at the rate of four (4) weeks per year accrued on a pro-rated weekly basis, the use and scheduling of which shall be at the approval of the Town Manager, which shall not be unreasonably denied.
 - a. (a) Upon termination, whether voluntary or involuntary, the TOWN will compensate the EMPLOYEE for all accrued and unused vacation leave as of his termination date, subject to the provisions set forth in Section 9, paragraph (b) of this Agreement.
- (c) Sick leave is accumulated at the rate of one day(s) per month to a maximum of one hundred twenty (120) days (or consistent with that provided to other non-union employees).
- (d) EMPLOYEE is granted legal holidays as recognized by the TOWN and consistent with that of other non-union employees.
- (e) Bereavement days will be provided in accordance with the Town Personnel Policy and consistent with that permitted for other non-union employees.

8. BUSINESS EXPENSES and TECHNOLOGY

The TOWN shall reimburse EMPLOYEE for all town related expenses approved by the Town Manager. The TOWN will either provide a Town-owned cell phone to EMPLOYEE or compensate the EMPLOYEE six hundred dollars annually (\$600), payable at a pro-rated amount of \$11.54 each pay period, for use of EMPLOYEE's personal cell phone for Town business.

9. TERMINATION AND SEVERANCE PAY

- (a) At any time during the term of this Agreement, the Town Manager may, after written notice, an opportunity to be heard, and upon a finding of good cause, terminate the EMPLOYEE'S employment. Examples of good cause include, but are not limited to, such serious incidents as insubordination, misconduct, theft, failure or refusal to carry out the duties of Fire Chief, neglect of office, significant absences without reasonable excuse or approval, off-duty conduct that brings the Town and EMPLOYEE into disrepute, and the like. EMPLOYEE agrees and acknowledges said termination is final and is not subject to a hearing before the Town Council. Any termination of the EMPLOYEE'S employment for good cause must conform to the parameters for cause recognized under Maine law. If terminated for good cause, EMPLOYEE acknowledges that he shall not be entitled to severance pay, including the severance pay described in Sections 9(c).

- (b) In the event EMPLOYEE voluntarily resigns his position with the TOWN before the expiration of the aforesaid term of employment, then the EMPLOYEE shall give the TOWN thirty (30) days written notice in advance. In the event the EMPLOYEE fails to give the required 30-day notice, any accumulated vacation pay will be forfeited. EMPLOYEE shall not be entitled to severance pay, including the severance pay described in Section 10(c), in the event of voluntary resignation. At its discretion, the Town may elect to pay EMPLOYEE in lieu of working any notice period.
- (c) In the event EMPLOYEE'S employment with the TOWN is terminated in writing by the TOWN for any reason other than for (i) good cause or (ii) by notice of non-extension set forth in Section 3(b), he shall be paid six weeks of salaried compensation and shall be compensated for accrued but unused vacation up to the date of termination.
 - (1) By executing this Agreement, EMPLOYEE acknowledges that the severance pay set forth herein is fair, reasonable, and sufficiently compensates him in the event the Town terminates this Agreement for any reason other than for cause.
 - (2) EMPLOYEE further promises and agrees that he shall execute a comprehensive release and waiver of claims in exchange for and prior to receiving the severance pay set forth in this Agreement.

10. RESIDENCY AND OUTSIDE EMPLOYMENT

- (a) The EMPLOYEE agrees that should he, during the term of the Agreement, change his primary residence from 11 Solomon Drive, Gorham, Maine, he will then maintain a primary residence located no more than a ten mile radius from the Town of Old Orchard Beach.
- (b) The EMPLOYEE agrees that his employment with the Town is and shall be his primary employment, and that he will devote his full efforts and time to the position. During the term of this Agreement, EMPLOYEE agrees not to secure or be employed in any other employment or business, as an employee, partner or owner, without first obtaining the prior written permission of the Town Manager. In no event shall the EMPLOYEE engage in any such outside employment that interferes with his ability to fully perform any aspect of the job of Fire Chief. EMPLOYEE agrees that any violation of this provision shall constitute cause for the Town to terminate the Agreement pursuant to Section 9 (a) herein.

11. GENERAL PROVISIONS

- (a) This Agreement becomes effective as of the date of its execution.
- (b) If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, by a court of competent jurisdiction, the remainder of this Agreement is not affected and remains in full force and effect.
- (c) No term or provision of this Agreement is deemed to have been waived by either party unless such waiver is in writing and signed by both Parties.

- (d) This Agreement may be amended at any time in writing and must be duly executed by both Parties.
- (e) The subject headings of the Sections of this Agreement are included for the purpose of convenience only and do not affect the meaning, construction or interpretation of any provision of this Agreement.
- (f) This Agreement shall be governed by the laws of the State of Maine.
- (g) A copy of EMPLOYEE's State of Maine Emergency Medical Technician License will be provided to the Town prior to execution of this agreement.
- (i) EMPLOYEE shall be covered by the provisions of the TOWN'S Personnel Policy on all respects except as otherwise contained in the Agreement.
- (j) This Agreement replaces in its entirety the employment agreement between the Parties dated June 19, 2019.

12. ARBITRATION

The Parties agree that this Agreement is a contract, and that any dispute over the terms, meaning, interpretation, execution or implementation of this Agreement shall be submitted to arbitration before the American Arbitration Association (AAA). Each party agrees to equally split the cost of the arbitrator's fee, and to be individually responsible for their own costs of arbitration, including all attorney's fees, if any. Prior to arbitration, any party disputing any provision of this Agreement is required to first notify the other party in writing of the nature of the dispute, and allow the other party thirty (30) days to cure or resolve the dispute. If no resolution is in place within that period, or if the Parties have not mutually agreed in writing to extend the resolution period, then the dispute shall then be submitted to arbitration. The Parties agree that the decision of the AAA arbitrator shall be final. The Parties agree that the laws of the State of Maine shall govern said arbitration.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have, in good faith, executed this Agreement on the day and year below written.

Frederick J. LaMontagne, Jr.

Town of Old Orchard Beach

7243 Discussion with Action; Accept the quote from Quirk Auto Group of Augusta in the amount of \$34,438 for the purchase of a 2020 Ford F150 Police Responder from Account Number 52002-50849 - CIP Police Vehicle Expense Account, with a balance of \$62,682.00.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Accept the quote from Quirk Auto Group of Augusta in the amount of \$34,438 for the purchase of a 2020 Ford F150 Police Responder from Account Number 52002-50849 - CIP Police Vehicle Expense Account, with a balance of \$62,682.00.

VOTE: Unanimous.



QUIRK AUTO GROUP
LEO CHICOINE | 207-430-1621

Vehicle: [Fleet] 2020 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box MSRP: \$43,515.00

Interior: Medium Earth Gray, Cloth 40/Blank/40 Front-Seats

Exterior 1: Agate Black

Exterior 2: No color has been selected.

Engine: 3.5L V6 EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1P	[Fleet] 2020 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box	\$43,515.00
OPTIONS		
150A	Equipment Group 150A Base	\$0.00
423	California Emissions System Not Required	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
54R	Power Glass Heated Sideview Mirrors	\$305.00
57Q	Rear Window Defroster	\$220.00
595	Fog Lamps	\$140.00
59S	LED Sideview Mirror Spotlights	\$175.00
76R	Reverse Sensing System	\$275.00
924	Rear Window Fixed Privacy Glass	\$100.00
994	Engine: 3.5L V6 EcoBoost	\$0.00
PG	Medium Earth Gray, Cloth 40/Blank/40 Front-Seats	\$0.00
UM	Agate Black	\$0.00
SUBTOTAL		\$44,730.00
Adjustments Total		\$0.00
Destination Charge		\$1,695.00
TOTAL PRICE		\$46,425.00

\$134,438.00

FUEL ECONOMY

July - Incoming unit Arrived the 14th?
Leo

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 11222. Data Updated: Jun 17, 2020 10:01:00 PM PDT.

7244 Discussion with Action: Accept the quote from New England Vehicle Outfitters in the amount of \$11,764 for the purchase and installation of equipment for the 2020 Ford F150 Police Responder, from account number 52002-50849 - CIP Police Vehicle Expense Account, with a balance of \$62,682.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Accept the quote from New England Vehicle Outfitters in the amount of \$11,764 for the purchase and installation of equipment for the 2020 Ford F150 Police Responder, from account number 52002-50849 - CIP Police Vehicle Expense Account, with a balance of \$62,682.

VOTE: Unanimous.

7245 Discussion with Action: Approve the purchase of one (1) Computer Tablet from Patrol PC in the amount of \$6,050 from Account Number 52002-50849 – CIP Police Vehicle Expense, with a balance of \$62,682.00.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the purchase of one (1) Computer Tablet from Patrol PC in the amount of \$6,050 from Account Number 52002-50849 – CIP Police Vehicle Expense, with a balance of \$62,682.00.

VOTE: Unanimous.

7246 Discussion with Action: Canvass and Certify the results of the Municipal Election held July 14, 2020.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Canvass and Certify the results of the Municipal Election held July 14, 2020.

VOTE: Unanimous.

July 15th, 2020

**TO: MEMBERS OF THE TOWN COUNCIL
FROM: KIM M. MCLAUGHLIN, TOWN CLERK
SUBJECT: CERTIFY AND CANVASS ELECTION RESULTS**

The results of the Municipal Election, which was held on July 15th, 2020 as declared by the Warden, David Huntington, is as follows:

Question 1:

YES	1659****
NO	307
BLANKS	20

RSU #23 Budget Validation Referendum

Question 1:

YES	1574****
NO	397
BLANKS	0

Question 2:

YES	1391****
NO	463
BLANKS	115

Question 3:

YES	1484****
NO	366
BLANKS	121

Question 4:

YES	1590****
NO	253
BLANKS	119

******Denotes the highest number of votes for that respective question and consequently the successful vote of that question.**

OLD ORCHARD BEACH UNOFFICIAL ELECTION RESULTS
July 14th, 2020

DEMOCRAT BALLOT

U.S. Senator

Gideon	Sara	<u>981</u>
Kidman	Bre	<u>92</u>
Sweet	Elizabeth	<u>241</u>
Write-in		<u> </u>
Blanks		<u>52</u>

Representative to Congress, District 1

Pingree	Chellie	<u>1259</u>
Write-in		<u> </u>
Blanks		<u>107</u>

State Senator, District 31

Chenette	Justin	<u>1263</u>
Write-ins		<u> </u>
Blanks		<u>103</u>

Representative to the Legislature, District 13

Gramlich	Lori	<u>1258</u>
Write-ins		<u> </u>
Blanks		<u>108</u>

Judge of Probate, York County

Houde	Scott	<u>1208</u>
Write-ins		<u> </u>
Blanks		<u>158</u>

REPUBLICAN BALLOT

United States Senator

Collins	Susan	<u>348</u>
Write-Ins		<u>14</u>
Blanks		<u>31</u>

Representative to Congress, District 1

Allen	Jay	<u>303</u>
Write-Ins		<u> </u>
Blanks		<u>90</u>

State Senator, District 31

Gombar	William	<u>331</u>
Write-Ins		<u> </u>
Blanks		<u>62</u>

Representative to the Legislature, District 13

MacDonald Sharri	<u>340</u>
Write-ins	<u> </u>
Blanks	<u>53</u>

Judge of Probate, York County

Lovejoy Carol	<u>344</u>
Write-ins	<u> </u>
Blanks	<u>49</u>

STATE REFERENDUM BALLOT

QUESTION #1

YES	<u>1587</u>
NO	<u>365</u>
BLANKS	<u>37</u>

QUESTION #2

YES	<u>1678</u>
NO	<u>287</u>
BLANKS	<u>24</u>

TOWN OF OLD ORCHARD BEACH REFERENDUM ELECTION

YES	<u>1659</u>
NO	<u>307</u>
BLANKS	<u>20</u>

RSU #23 BUDGET VALIDATION REFERENDUM

QUESTION #1

YES	<u>1574</u>
NO	<u>397</u>
BLANKS	<u>0</u>

QUESTION #2

YES	<u>1391</u>
NO	<u>463</u>
BLANKS	<u>115</u>

QUESTION #3

YES	<u>1484</u>
NO	<u>366</u>
BLANKS	<u>121</u>

QUESTION #4

YES	<u>1590</u>
NO	<u>253</u>
BLANKS	<u>119</u>

7247 Discussion with Action: Approve the Liquor License Renewals for Kevin McAllister dba/The Shack 43N 70W - 27 West Grand LLC (307-1-3), 27 West Grand Avenue, m-s-v in a Restaurant; Atlantic Property Preservation Service/Jeff Corbin/Eric Monarch dba/Sohos Oceanic Inn Lounge and Café (310-6-4), 43 West Grand Avenue, m-s-v in a Hotel – Food Optional; Paul Dussault/Louise Lesperance (310-3-3), m-s-v in a Restaurant; and John Cloutier/Shannon Cloutier dba/TheBeachwood (307-1-4), 29 West Grand Avenue, m-s-v in a Hotel-Food Optional.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the Liquor License Renewals as read.

VOTE: Unanimous.

7248 Discussion with Action: Approve the purchase of a power lift stretcher from Autotronics in the amount of \$30,500 from Account Number 52002-50895 - CIP Fire Department Equipment/Gear Expense, with a balance of \$62,470.52.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the purchase of a power lift stretcher from Autotronics in the amount of \$30,500 from Account Number 52002-50895 – CIP Fire Department Equipment/Gear Expense, with a balance of \$62,470.52.

VOTE: Unanimous.

7249 Discussion with Action: Approve the purchase of (Ten) SCBA air-packs from Industrial Protective Services in the amount of \$9,250 from Account Number 52002-50895 - CIP Fire Department Equipment/Gear Expense, with a balance of \$62,470.52.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the purchase of (Ten) SCBA air-packs from Industrial Protective Services in the amount of \$9,250 from Account Number 52002-50895 - CIP Fire Department Equipment/Gear Expense, with a balance of \$62,470.52.

VOTE: Unanimous.

7252 Discussion with Action: Approve the Special Event Permit application for the Ocean Park Association to hold a sand sculpture contest on the beach between Randall Avenue and Winona Avenue on Friday, July 31st, 2020 from 2 p.m. to 5 p.m., including set-up and takedown.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the Special Event Permit application for the Ocean Park Association to hold a sand sculpture contest on the beach between Randall Avenue and Winona Avenue on Friday, July 31st, 2020 from 2 p.m. to 5 p.m., including set-up and takedown.

VOTE: Unanimous.

7250 Executive Session: Discuss Labor Contract: (Note: This item discusses labor contract issues related to the AFSCME Council 93 union contract, as defined under Title 1 M.R.S.A. Section 405(6)(D), and the Council anticipates that the discussion will be held in Executive Session). Executive Session is to provide guidance to the Town Manager regarding entering into Collective Bargaining Agreements with AFSCME Council 93, Local 481 representing Public Works Employees.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Enter into Executive Session – Discuss Labor Contract: (Note: This item discusses labor contract issues related to the AFSCME Council 93 union contract, as defined under Title 1 M.R.S.A. Section 405(6)(D), and the Council anticipates that the discussion will be held in Executive Session). Executive Session is to provide guidance to the Town Manager regarding entering into Collective Bargaining Agreements with AFSCME Council 93, Local 481 representing Public Works Employees.

VOTE: Unanimous.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Exit the Executive Session.

VOTE: Unanimous.

7251 Executive Session: Discuss Labor Contract: (Note: This item discusses labor contract issues related to the Teamsters Local Union 340 union contract, as defined under Title 1 M.R.S.A. Section 405(6)(D), and the Council anticipates that the discussion will be held in Executive Session). Executive Session is to provide guidance to the Town Manager regarding entering into Collective Bargaining Agreements with Teamsters Local Union 340 representing General Government Employees.

MOTION: Councilor Blow motioned and Councilor Tousignant seconded to Enter and Executive Session to Discuss Labor Contract: (Note: This item discusses labor contract issues related to the Teamsters Local Union 340 union contract, as defined under Title 1 M.R.S.A. Section 405(6)(D), and the Council anticipates that the discussion will be held in Executive Session). Executive Session is to provide guidance to the Town Manager regarding entering into Collective Bargaining Agreements with Teamsters Local Union 340 representing General Government Employees.

VOTE: Unanimous.

ADJOURNMENT:

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Adjourn the Town Council Meeting.

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 fifty-seven (57) pages is a copy of the original Minutes of the Town Council Meeting of July 21, 2020.

V. Louise Reid