



Regular Town Council Meeting and Special Meeting Minutes
Tuesday, July 20th, 2021 @ 6:30pm*
Town Council Chambers
www.oobmaine.com/town-council

**Members of the public interested in attending the meeting will need to follow all covid-19 protocols; including the use of face masks. Members of the public wishing to view the meeting from home may tune into Local Access TV or by logging onto https://townhallstreams.com/towns/oob_maine. FMI click on the Communications Tab @ www.oobmaine.com.*

There was a regular meeting of the Old Orchard Beach Town Council on Tuesday, July 20th, 2021. The meeting was opened @ 6:30pm. After the pledge of allegiance, roll was taken. The following individuals were present:

ROLL CALL

- Shawn O’Neill, Chair
- Michael Tousignant, Vice-Chair
- V. Louise Reid, Councilor
- Jay Kelley, Councilor
- Kenny Blow, Councilor
- Diana Asanza, Interim Town Manager
- Jen Hayes, Town Council Secretary

A motion was made by Councilor Blow and seconded by both Councilor Kelley and Councilor Tousignant to have the following emergency agenda items read into the record:

PUBLIC HEARING – BUSINESS LICENSES & APPROVALS
Timothy Swenson: Estates Bay View, LLC., (202-2-2), 211 E. Grand Ave., one year round rental.

NEW BUSINESS:
Agenda Item #7487 - Discussion with Action: Emergency exemption to special event permit process referencing Joseph’s-by-the-Sea.

Chair O’Neill noted that the addition of the emergency agenda item pertaining to Timothy Swenson was a complication with in house processing and not a reflection of Mr. Swenson getting an item into the Council too late. Moreover, the emergency exemption to special event permit referencing Joseph’s-by-the-Sea was in response to the recent building fire at Joseph’s that will render the business closed for the near future.

ACKNOWLEDGEMENTS

Councilor Reid recognized the passing of Walter Douglas, Salvation Army Officer & OOB Fire Department Chaplin for many years. Councilor Reid also recognized the birthday of Sonia Gardiner.

Chair O'Neill recognized the hard work and dedication of the OOB Police Department in their recent drug arrest and to OOB Fire Department for quickly responding to the Joseph's-by-the-Sea building fire.

GOOD & WELFARE

Nancy Frisco – 4 Graham Street: Ms. Frisco spoke to several issues within Town that needed to be addressed. She opened her talking points by complimenting the beach cleaners for “doing a great job” to keep OOB clean. Her talking points are as follows:

- 1.) *Lifeguards*: need binoculars to increase the ability to see beyond the shoreline
- 2.) *Yard Waste*: requesting that yard waste be picked up twice year by Casella. Noting that elderly residents (such as herself) are not physically capable of getting the waste to the transfer station
- 3.) *Beach Name Signs*: Require solar lights for evening viewing. She requested that each beach entrance and exit be outfitted with a solar light and street name sign.
- 4.) *Library Phone System*: the phone system is difficult to navigate. She requested that a live operator be brought back online.
- 5.) *Additional Staff in Tax Dept.*: Nancy noted there are not enough individuals in the Tax Dept to handle the needs of the residents. She is requesting another person be added.
- 6.) *Free parking on Sundays*: Nancy stated that it is a disgrace that the Town charges for parking. “Keep holy the Sabbath.”
- 7.) *Councilors*: Nancy requested that each Councilor walk the beach once every two weeks to observe activities and take note of any changes, maintenance updates, etc.

ACCEPTANCE OF MINUTES

Accept the meeting minutes of the Regular Town Council Meeting from Tuesday, June 15th, 2021 **and** Town Council Workshops from Tuesday, July 13th & Wednesday, July 14th, 2021.

Motioned by: Councilor Tousignant

Seconded by: Councilor Blow

Vote: 5-0

PRESENTATION

Old Orchard Beach Swear In – Patrol Officer, Patrolman William Blackwell

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Meagan McWilliams, (206-27-5-11), 5 Sunset Dr. #11, one year round rental.

Rachael Creisher, (208-1-1-21), 180 Saco Ave. #21, one year round rental.

James & Jennifer Richmond, (306-6-1-605), 191 E. Grand Ave. #605, one year round rental.

Jeremy Benn: 3 Brisson, LLC, (305-5-2), 3 Brisson St., twenty-six year round rentals.

Alex Eljade, (309-6-6), 9A & 9B Westland Ave., two year round rentals.

Cynthia & David Oatis, (320-8-1), 66 Winona Ave., one seasonal rental.

Laura Lynch, (315-18-7), 69 Union Ave., one seasonal rental.

Michael & Deb Karantonis, (304-1-13), 59 E. Grand Ave., one seasonal rental.

Daniel & Barbara Aube, (104-2-7), 48 Walnut St Apt. #1, one year round rental.

David & Kristin Fournier, (204-2-4), 5 Birch Ln., one year round rental.

JoEllen Kuhlman, (305-4-1-507), 1 Cleaves St. #507), one year round rental.

Richard Rogers, (316-11-2), 3 Union Ave., one year round rental. *

Chair O'Neill noted an amendment that the item should read, one **seasonal rental.*

Robert Noble d/b/a Tide on Tunis, (319-5-3), 15 Tunis Ave., two year round rentals.

Mary Ann Beaulieu: T&T Leasing, LLC, (208-1-9-21), 13 Trinity Way, one year round rental.

Ironsides Old Orchard Beach, LLC, (206-31-8), 39 Old Orchard St., seven year round rentals.

Maria Lysen, (308-4-1), 2 Washington Ave., one year round rental.

Kenneth & Carla Lafayette: Lafayette Old Orchard, LLC d/b/a The Gull Motel, (313-4-9), 2 Camp Comfort Ave., fifteen seasonal rentals.

Kenneth & Carla Lafayette: Lafayette Old Orchard, LLC d/b/a The Gull Motel, (313-4-2), 89 W. Grand Ave., twenty-five seasonal rentals.

Sally Baillargeon: Bigsal's Smoke Shop Corp d/b/a Bigsal's Smoke Shop,

(205-3-4-C), 50 Old Orchard St #5, victualers without prep, with beer, wine, and/or liquor (off premises). **adding victualers to current retail license*

Timothy Swenson: Estates Bay View, LLC., (202-2-2), 211 E. Grand Ave., one year round rental.

Chair opened the public hearing @ 6:45pm

Discussion:

In terms of the business license @ 316-11-2 an abutting neighbor requested follow up via email when the license shifts from seasonal to year round; as it pertains to issues with parking along a private roadway.

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0

Chair closed the public hearing @ 6:47pm

PUBLIC HEARING – SPECIAL AMUSEMENT PERMIT & APPROVALS:

Frederick Kennedy: Alouette OOB Oceanfront Resort, Inc. d/b/a The Alouette Beach Café, (303-1-11), inside & outside music/guitar/assorted variety noontime to 7:00pm. **note: change from 2019 of noontime to 9:00pm*

John Cloutier: The Beachwood Corp d/b/a The Beachwood, (307-1-4), 29 W. Grand Ave., outside DJ, guitar, karaoke 11:00am to 10:00pm.

Chair opened the public hearing @ 6:47pm

Discussion: hearing none

Motioned by: Councilor Kelley

Seconded by: Councilor Blow

Vote: 5-0

Chair closed the public hearing @ 6:47pm

Town Manager's Report July 20, 2021

I would like to thank the Fire Chief and the Firefighters that were contained and extinguished the fire at Joseph's by the Sea, along with surrounding Towns that came to Old Orchard Beach's aid - Saco, Scarborough, Biddeford and Goodwin Mills. I was there and they did a great job keeping everyone safe and securing the scene. Our heartfelt concern goes to the new owners Scott and Barbara McCrum, and if there is anything the Town can do they know they can call on us.

Last night the Committee to review the ordinance allowing animals on the beach met for the first time. It was held here at Town Hall and they will continue to meet on a regular basis until they have a working document to present to Council. This group is comprised of Councilor Blow, Councilor Kelley, Missy Mans the Towns Plover Monitor, Lisa Wilson, the Public Works Operations Manager who manages the weekly plover reports for the Town, Barry Jackman, Conservation Commission member and Ocean Park resident and two community representatives, Samantha Wadhams, and Suzan Morris. They will continue to meet weekly with the goal of coming up with changes to the current ordinance to address all concerns.

Public Works has been working to improve the beach entrances to make them safe and accessible for all. They installed a new ADA compliant beach mat on Colby Ave. and this has received positive comments from citizens regarding the ease of walking and entering the beach. Public Works will continue to work on the beach entrances by priority and I wanted to extend my thanks to Joe Cooper and his crew for getting this done.

I have a prototype for the new beach signs that will be installed at each beach entrance so that if you are walking on the beach you can easily identify where you're at by road name. There will be approximately 40 - 45 signs made and Public Works will help to have these installed and secured. I would like to

thank Councilor Tousignant for his help with this effort and a thoughtful resident Nancy Friscoe for bringing this to Council's attention.

Community Concerts at the Ballpark have started up again and the next concert is scheduled for Thursday July 22nd at 6:30 with a Tribute to Elton John by Yellow Brick Road. It starts at 6:30 to 8:00 pm. You can go to the Town website for the Recreation Department for other upcoming concerts.

NEW BUSINESS

Agenda Item #7468

Discussion with Action: Approve the liquor license renewals for the following:

Frederick Kennedy: Alouette OOB Oceanfront Resort, Inc. d/b/a The Alouette Beach Café, (303-1-11), 91 E. Grand Ave., m-v in a hotel.

John Cloutier: The Beachwood Corp d/b/a The Beachwood, (307-1-4), 29 W. Grand Ave., m-s-v in a hotel-food optional.

King Weinstein: OOB Inn, LLC d/b/a/ The Old Orchard Beach Inn, (205-1-23), 6 Portland Ave., m-s-v in a Class V Bed & Breakfast.

Motioned by: Councilor Blow

Seconded by: Councilor Reid

Vote: 5-0

Agenda Item #7469

Discussion with Action: Amend the Town of Old Orchard Beach Code of Ordinances, Section 54-187, Traffic and Vehicles, York Street, designating the first two parking spaces on the left-hand side of York Street as handicap parking.

Background:

NOTICE OF PUBLIC HEARING
MUNICIPAL OFFICERS OF THE TOWN OF
OLD ORCHARD BEACH

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on June 15th, 2021 at 6:30 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, amending Section 54-187, York Street, designating a handicap parking space, by adopting the underscored language as follows:

York Street. No vehicle shall be parked on the southwesterly side of York Street (right side facing the ocean). The first two parking spaces on the left side facing the ocean, from East Grand Avenue, shall be designated handicap parking.

Per Order of the Municipal Officers this 1st day of June, 2021.

A True Copy

Attest:

s/Kim M. McLaughlin
Kim M. McLaughlin, Town Clerk

Motioned by: Councilor Tousignant

Seconded by: Councilor Blow

Vote: 5-0

Agenda Item #7470

Discussion with Action: Accept the quote from Quirk Ford of Augusta in for the purchase of one 2021 Ford Explorer Police Interceptor Utility, in the amount of \$33,346.00 dollars, from account number 52002-50849 with a balance of \$69,213.53.

Background: *(see attached quotes)*

This price is the State bid and this is a budgeted CIP 2021-2022 item.

Motioned by: Councilor Blow
Seconded by: Councilor Kelley
Vote: 5-0

QUIRK FORD OF AUGUSTA
 7 WATER ST
 HALLOWELL ME 04347
 PHONE: (207)430-1600 FAX: (207)991-5519

DEAL# 910788
 CUST# 242816

MEMBER OF



DATE 07/07/2021
 STOCK # AF11542 APPROX. PFL. DATE 07/07/2021
 SALES PERSON CHICOINE JR

PURCHASER: TOWN OF OLD ORCHARD BEACH

PURCHASER(S):

ADDRESS: 1 PORTLAND AVE

CITY OLD ORCHARD BEACH

STATE: ME

ZIP: 040642245

Email:

TELEPHONE (H): (207)934-4911

TELEPHONE (B): (207)934-5714

TELEPHONE (C):

XX I hereby agree to purchase from you under the terms and conditions specified below and on the reverse side hereof, the following:

<input type="checkbox"/> NEW	YEAR 2021	MAKE FORD	MODEL TRUCK	MODEL EXPLORER	TYPE INTER UTIL
<input type="checkbox"/> DEMO	VIN NO. 1FM5K8AB4MGA19108	MILEAGE 9		COLOR AGATE BLK MET	
<input type="checkbox"/> USED					

PURCHASER(S) DISCLOSURE

USED CAR TRADE-IN: #1
 MAKE MODEL YEAR
 MILEAGE TYPE COLOR
 VIN NO.
 PRINCIPAL USE OF VEHICLE
 MECHANICAL DEFECTS KNOWN:

TYPE OF DAMAGE IF ANY KNOWN, INCLUDING ANY THAT WAS REPAIRED

HAS THE AIRBAG BEEN DEACTIVATED? YES NO

BALANCE OWED TO:

ADDRESS

USED VEHICLE ALLOWANCE	\$	N/A
PAY OFF OWED ON VEHICLE	\$	N/A
OTHER LICENSE/ENCUMBRANCES	\$	N/A
NET ALLOWANCE	\$	N/A

USED CAR TRADE-IN: #2
 MAKE MODEL YEAR
 MILEAGE TYPE COLOR
 VIN NO.
 PRINCIPAL USE OF VEHICLE
 MECHANICAL DEFECTS KNOWN:

TYPE OF DAMAGE IF ANY KNOWN, INCLUDING ANY THAT WAS REPAIRED

HAS THE AIRBAG BEEN DEACTIVATED? YES NO

BALANCE OWED TO:

ADDRESS

USED VEHICLE ALLOWANCE	\$	N/A
PAY OFF OWED ON VEHICLE	\$	N/A
OTHER LICENSE/ENCUMBRANCES	\$	N/A
NET ALLOWANCE	\$	N/A

XX The vehicle has been inspected in accordance with Title 29-A, Section 1751 of Maine law, and is in the condition and meets the standards required by the statute and the rules and regulation promulgated thereunder.

Unsafe Motor Vehicle

Key 1284X

RETAIL PRICE	\$	33345.00
Taxable Accessories & Products:		
		N/A
		N/A
2 KEY FOBS		0.00
		N/A
		N/A
		N/A
		N/A
		N/A
ADMINISTRATIVE/DOCUMENT FEES		N/A
TOTAL PRICE	\$	33345.00
LESS: Trade-in Allowance		N/A
NET TRADE DIFF. (Taxable Amount)		33345.00
	SUB TOTAL	\$ 33345.00
STATE SALES TAX	\$	N/A
STATE TITLE FEE	\$	N/A
STATE ARBITRATION FEE	\$	1.00
STATE INSPECTION FEE	\$	N/A
STATE TEMPORARY PLATE FEE	\$	N/A
	\$	N/A
BALANCE DUE ON TRADE	\$	N/A
	TOTAL	\$ 33346.00
		N/A
DEPOSIT <input type="checkbox"/> Cash <input type="checkbox"/> Check	\$	N/A
FACTORY INCENTIVES		N/A
		N/A
		N/A
AMOUNT DUE UPON DELIVERY:		33346.00

Purchaser(s) hereby certifies and guarantees that the above information regarding the used car trade-in is true and complete, has disclosed any and all liens on the vehicle, and further states that title to the vehicle trade-in is NOT a salvage, rebuilt or not actual mileage title.

Purchaser (s) Signature

33346.00

DEALER'S DISCLOSURE (USED VEHICLE OR DEMONSTRATOR SALE)

ON REQUEST:

PREVIOUS OWNER'S NAME

STREET ADDRESS

CITY, STATE, ZIP

PRINCIPAL USE OF VEHICLE N/A

How Acquired

Trade In

Reacquisition

USED CAR WARRANTY

DEALER HEREBY DOES

DEALER HEREBY DOES NOT

DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY

Agenda Item #7471

Discussion with Action: Accept the quote from New England Vehicle Outfitters (NEVO) for the purchase and installation into a 2021 Ford Explorer Police Interceptor Utility, equipment including, lighting, siren, radar, radio install and other interior equipment in the amount of \$7,700.00 dollars from account number 52002-50849 with a balance of \$69,215.33.

Background: *(see attached quotes)*

This is a budgeted 2021-2022 CIP item.

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0

2-Way Communications Service, Inc.
 19 Durham Street
 Portsmouth, NH 03801



Proposal
46031
 Date: 5/26/2021

Name / Address:

Phone : 603-436-2954

Old Orchard Beach Police
 16 E Emerson Cummings Blvd
 Old Orchard Beach, ME
 04064

E-mail us : automotivetallors@ne-vo.com

P.O. No.:	Terms	Rep:
D. Hemingway		753

2-Way Communications Service, Inc. Fleet Division is now doing business as New England Vehicle Outfitters!

Qty	Item	Description	Total
		(SOME PARTS PURCHASED IN 2020)2021 Ford Interceptor Utility: Provide & Install Public Safety Equipment	
1	SSFPOS	Front Lighting Solid State Headlight/Grille Light Flasher, 2 Outlet, 160 Watts Per Outlet, 7 Flash Patterns	80.00
2	IONB	Side / Intersection Lighting ION™ Series Super-LED Universal Light , w/Universal Mount, Scan-Lock™ Flash Patterns and a 4-wire Pig Tail (BLUE) Black Housing	250.00
1	TAD8 Blue	Rear Lighting Whelen Dominator Series Traffic Advisor. BLUE	575.00
2	VTX609B	Vertex™ Super-LED® HAW Lamp. Self Contained. Blue (Single Unit)	180.00
1	CCSRNTS	Lighting / Siren Controller & Speaker System Amplifier Control Module with CANport™ OBDII Interface Module with Traffic Advisor™ Module	1,350.00
1	SA315P	123dB Siren Speaker, Nylon Composite.	240.00
1	SAK1	SA315P Universal Mounting Bracket.	40.00
1	Radar System	Interior Accessories Stalker Dual 2 Antenna Radar System With CAN/VSS Cable For 2020 Ford Utility	2,500.00
1	Santa Cruz SC-917-D-...	Weapon Lock Santa Cruz Model SC-917-D-5-5-A Dual Rapid-Adjust Universal Gun Rack With Hand Cuff Key Override	475.00
2	Timer	Adjustable Gun Lock Timer	80.00
1	Distro	Installation & Materials Blue Sea Systems S032 ST Blade Split Bus Fuse Block, 12 Circuits, 30A-100A - Bulk Packaging	100.00
1	HP8	Hardware Package, Wire, Loom, ZipTies, Fuses, Fuse Holders, Fasteners, etc.	300.00
1	SUV Upfit - Mid Size	Labor Frontline Mid Size SUV Upfit	1,350.00
1	Add WatchGuard	Installation Of WatchGuard Camera System / Axon Camera System At Time Of Original Vehicle Build	250.00

Thank you for taking the time to review my proposal.
 Sign and return to accept. Valid for 30 days.

Subtotal \$7,770.00

Sales Tax (0.0%) \$0.00

Total \$7,770.00

Authorized Signature _____

Agenda Item #7472

Discussion with Action: Accept the quote from Advanced Electronic Design Inc. in the amount of \$6110.50 for one Rhino Tab Patrol PC Tablet from account number 52002-50849 with a balance of, \$69,215.33.

Background: *(see attached quotes)*

This is a 2021-2022 budgeted CIP item. Vendor is proprietary due to item being specialized and unavailable through other vendors.

Motioned by: Councilor Tousignant

Seconded by: Councilor Reid

Vote: 5-0



Advanced Electronic Design Inc
 344 John Dietsch Blvd, Unit 2
 North Attleboro, MA, US 02763
 (508) 699-0458



QUOTE

QUO-3557
 2021-06-08

Sales Agent: Tasha Lusardi
 Email: tlusardi@patrolpc.com
 Phone: (508)699-0458 x103

DRAFT

Attention		
David Hemingway	dhemingway@oobmaine.com	(207) 937-5803

Bill To	Ship To
ME - TOWN OF OLD ORCHARD BEACH 1 PORTLAND AVE OLD ORCHARD BEACH, ME - 04064	ME - TOWN OF OLD ORCHARD BEACH PD 16 EAST EMERSON CUMMINGS BLVD OLD ORCHARD BEACH, ME - 04064

Expiry Date	Shipping Rate	Payment Terms
2021-08-07	GROUND	NET 30

Item	Description	Type	Unit Price	Qty	Line Total
RH-M1	RhinoTab M1 (12.1" Sunlight Readable Display - 1200 NITS+, Projected Capacitive Touch Screen, Internal Battery, Ambient Light Sensor, WIFI 802.11 2.4GHz 802.11n, BlueTooth, GPS, Front 2MP Camera, Rear 5MP Camera w/ Flash, Dual Digital Microphones, Stereo Speakers)	SALE	\$3,199.00	1	\$3,199.00
MotherBoard: MB-I7-RH-M1	Motherboard (I7): Intel Core i7-5650U Processor (2.2GHz/3.1GHz, 4MB Cache, 2 Core, HD6000 Graphics, 2 USB 3.0 ports, 2 mPCIe half card slots, TPM v2.0)		\$225.00		\$225.00
RAM: RAM-8GB-DDR3	8GB DDR3-1600 RAM	INCLUDED			INCLUDED
Hard-Drive: SSD-240GB-MSATA	240GB mSATA 6GB/sec SSD	INCLUDED			INCLUDED
Operating System: OS-W10E64-RH-M1	Windows 10 IoT Enterprise 64 Bit Operating System for RH-M1 w/ CBB License.		\$209.00		\$209.00
Overlay: OVR-S-RH-M1	Standard RhinoTab Bezel Overlay Package	INCLUDED			INCLUDED
Cellular: CELL-VER-URC1-FN-RH-M1	Embedded URC-1 Verizon 4G LTE Cellular Modem (w/ Internal Antenna), Dual SIM capable. Band 14 Certified		\$545.00		\$545.00
Scanner: 2DS-RH-M1	Embedded 2D Imaging Scanner		\$353.00		\$353.00
Carrying Method: ACC-HANDLE-RH-M1	RhinoTab Side-Mount Rhino Handle		\$30.00		\$30.00
Warranty: WRNT-3YR-RH-M1	3 Year RhinoTab Computer Warranty (Tablet Only)	INCLUDED			INCLUDED
RD-V-1	RhinoTab Value Dock (1 10/100/1G Ethernet, 4 USB 3.0, 4 RF Pass-Thru, 2 Ports for External Power Control and Ignition Sense)	SALE	\$499.00	1	\$499.00
Power Cable: CBL-PWR-6FT	6 FT Fused Power Cable	INCLUDED			INCLUDED
Warranty: WRNT-3YR-RD-V-1	3 Year RhinoTab Dock Warranty (RD-V-1 Dock Only)	INCLUDED			INCLUDED
KBD-TG3-BLT-X3818	Rugged Backlit Keyboard - TG3 KBA-BLT-X3818 82 Backlit Red Illuminated Keyboard with Touchpad / Coiled Cord - 3 Year manufacturer's warranty. (KBA-BLT-SRBUVS-8KC)	SALE	\$259.00	1	\$259.00
ANT-AP-MMF-CC-Q-S22-BL	Antenna Plus - MULTIMAX FV: MIMOx2 Cell/LTE antenna. Threaded bolt mount. 15 feet coax with all SMA male connectors, Black - 1 year manufacturer's warranty.	SALE	\$160.00	1	\$160.00
MNT-VEH-TM-5126-PIU-20	HINT On-Dash Tablet and Keyboard Mount for Ford POLICE INTERCEPTOR UTILITY (2020+). Adapter Plate sold	SALE	\$515.00	1	\$515.00

	separately. (Specify Year of Vehicle)				
MNT-AP-5120-PPC	Adaptor Plate for TM-512x series mounts.	SALE	\$49.00	1	\$49.00
PWR-AC-15V-90W-NC	90W AC Power Adapter US Plug (100-250VAC In, 15VDC Out, 1 Year Manufacturer's Warranty) Included with Computer Purchase.	SALE		1	

I have read and understood the following terms and conditions.

Will a matching PO be issued for this order? YES NO

Printed Name: _____

Date of Approval: _____

Signature of Approval

Subtotal: \$6,043.00
Shipping Cost: \$67.50
Total: \$6,110.50

Terms & Conditions:

Sales tax, if applicable, will be invoiced in accordance with purchaser's tax rate. Unpaid balances accrue 1.5% interest per month.

Agenda Item #7473

Discussion with Action: Accept the quote from 2-Way Communication Services Inc., doing business as New England Vehicle Outfitters (NEVO), for the purchase and installation of 10 E-Citation printers in the amount of \$11,720.00 to be funded from Maine Bureau of Highway Safety NHTA Federal Grant in the amount of \$6,000.00 and \$5,572.00 from account number 20131-50501 Police Department Operating Supplies with a balance of \$60,700.00.

Background: *(see attached quotes)*

This is a budgeted 2021-2022 CIP item.

Motioned by: Councilor Blow

Seconded by: Councilor Reid

Vote: 5-0

Quote #1

2-Way Communications Service, Inc.
 19 Durham Street
 Portsmouth, NH 03801



Proposal
45440
 Date: 2/26/2021

Name / Address:

Phone : 603-436-2954

Old Orchard Beach Police
 16 E Emerson Cummings Blvd
 Old Orchard Beach, ME
 04064

E-mail us : automotivetallors@ne-vo.com

P.O. No.:	Terms	Rep:
D. Hemmingway	Net 30	753

2-Way Communications Service, Inc. Fleet Division is now doing business as New England Vehicle Outfitters!

Qty	Item	Description	Total
		Provide & Install E-Ticketing System In Multiple Vehicles	
10	Computer	Brother PJ7 Vehicle Kit Includes: PJ723 Printer, DC Vehicle Adapter, Battery Cavity Mounting Block, USB Cable, Drivers and Configuration Software, Premium Paper Roll and Special Configuration (Auto Power On, No Auto Shut Off)	5,500.00
10	Computer	Brother Printer Headrest Mount	4,250.00
2	Computer	Brother Mobile Solutions LB3663 Weatherproof Perforated Roll - 20 Year Archiveability - 6 Rolls Per Pack (100 pages per roll)	160.00
10	HP1	Hardware Package, Wire, Loom, ZipTies, Fuses, Fuse Holders, Fasteners, etc.	150.00
15	NEVO Labor	NEVO Service Labor	1,500.00
2	Fuel/Mileage	Fuel and Mileage fee for on-site service at customer location: \$80 per hour	160.00

Thank you for taking the time to review my proposal.
 Sign and return to accept. Valid for 30 days.

Subtotal \$11,720.00

Sales Tax (0.0%) \$0.00

Total \$11,720.00

Authorized Signature _____

Quote #2
 Installation not included,



Advanced Electronic Design Inc
 344 John Dietsch Blvd, Unit 2
 North Attleboro, MA, US 02763
 (508) 699-0458

QUOTE

QUO-2449
 2021-01-28

Sales Agent: Tasha Lusardi
 Email: tlusardi@patrolpc.com
 Phone: (508)699-0458 x103

SENT

Attention		
David Hemingway	dhemingway@oobmaine.com	(207) 937-5803

Bill To	Ship To
ME - Town of Old Orchard Beach PD 16 East Emerson Cummings Blvd Old Orchard Beach, ME - 04064	ME - Town of Old Orchard Beach PD 16 East Emerson Cummings Blvd Old Orchard Beach, ME - 04064

Expiry Date	Shipping Rate	Payment Terms
2021-03-29	GROUND	NET 30

Item	Description	Type	Unit Price	Qty	Line Total
PRN-PJ762	PocketJet 7 200dpi Thermal Printer with Bluetooth & USB (Only includes the printer. Requires power, USB cable, and printing supplies)	SALE	\$412.00	10	\$4,120.00
CBL-PRN-LB3692	Brother PocketJet Series Power Cable - 14 FT, Right Angle	SALE	\$27.00	10	\$270.00
CBL-PRN-USB-10FT-LA	10 FT USB 2.0 Male to Mini B Male Left Angle Cable.	SALE	\$24.00	10	\$240.00
ACC-PRN-LB3787	Premium Roll Paper - 20 Year Archivalability 8 Rolls Per Pack (100 pages per roll)	SALE	\$64.00	5	\$320.00
MNT-PRN-UR-AP-PJ	URPM Printer Adapter Plate with Integrated Paper Carrier for Brother 6" Printers (PJ722 & PJ723)	SALE	\$295.00	10	\$2,950.00
MNT-PRN-UR-HAB-F150	URPM Horizontal Attachment Bar for F150	SALE	\$145.00	2	\$290.00
MNT-PRN-UR-HAB-PI	URPM Horizontal Attachment Bar for Ford PIU & Ford PIS (model years 2019 or older).	SALE	\$125.00	7	\$875.00
MNT-PRN-UR-HAB-PI-20	URPM Horizontal Attachment Bar for Ford PIU & Ford PIS (model years 2020 or newer).	SALE	\$125.00	1	\$125.00

I have read and understood the following terms and conditions.

Will a matching PO be issued for this order? YES NO

Subtotal: \$9,180.00
 Shipping Cost: \$289.02
 Total: \$9,479.02

Printed Name: _____

Date of Approval: _____

Signature of Approval

Terms & Conditions:

Sales tax, if applicable, will be invoiced in accordance with purchaser's tax rate. Unpaid balances accrue 1.5% interest per month.



FFY2021 Maine Bureau of Highway Safety Law Enforcement Grant Opportunities



2021 eCitation Printer Purchase-Reimbursement

Grant Description

This application is intended for Law Enforcement E-Citation Equipment Grant applicants who wish to apply for reimbursement under this Maine Highway Safety E-Citation grant project.

The State of Maine electronic citation (eCitation) system was developed to ensure timely and accurate collection of citation data. Traffic records projects are also intended to increase accessibility. While the submission of the citation to the Violations Bureau is electronic, for Maine law enforcement to transition from a paper-based citation to the eCitation system, agencies must have the necessary equipment, supplies and resources, including in-cruiser printers to print a copy of the citation to present to the violator.

The purpose of this project is to reimburse agencies for the purchase of in-cruiser printers (up to \$600 per unit) that meet required specifications. Reimbursement is contingent upon installation and implementation of the eCitation system as described below and is limited to vehicles used primarily by officers conducting routine traffic enforcement.

Project Period

Reimbursement will be made to successful applicants through a subgrant award. Applications for reimbursement can be submitted beginning on February 1, 2021 and ending no later than March 15, 2021. Successful agencies are required to obligate awarded funds to the purchase of the equipment by July 30, 2021 and must agree to installation and use of the eCitation System before September 30th in order to be eligible for reimbursement. Agencies unable to meet this required timeline, may wish to delay submission of an application until an announcement in Federal Fiscal Year 2022.

Agencies Eligible to Apply

This grant opportunity is available only to Maine law enforcement agencies that conduct and prioritize traffic safety and traffic safety patrols. Grant awards will only be awarded to agencies committed to purchasing, installing and using the eCitation system following the above requirements. Applicants that have not attended a Bureau of Highway Safety Grant Training Workshop must sign up for one of the trainings in February (see letter for dates and times).

Use of Funds

Eligible budget items are: Printers, necessary required connector cables, ink, and one roll of paper (per unit) at actual cost not to exceed a maximum reimbursement of \$600 per unit. Batteries will not be reimbursed under this grant. Successful agencies must agree to provide any and all necessary supplies, repairs, paper, ink, etc. required to continue using the item for its intended use for its useful life after this one-time purchase. Agencies must also agree to the terms set forth in the grant application applicable to equipment purchases.



FFY2021 Maine Bureau of Highway Safety Law Enforcement Grant Opportunities



Maine eCitation – Agency Adoption Requirements

These requirements are the recommended minimum requirements and agency configurations required for successful deployment of the Maine eCitation system within your agency.

eCitation Mobile Data Terminal Requirements

- **Operating System:** Windows 8.1, Windows 10, Version 1709 or higher.
- **Processor:** 1 gigahertz (GHz) or faster processor.
- **RAM:** 4 gigabyte (GB) minimum with 8 GB or higher recommended.
- **Mass Storage:** 1 GB disk space available.
- **Display:** Minimum Resolution of 1024x768.
- **Printer Requirements:** Printer capable of printing 8.5"x11" printouts.
- **Wireless Access with network access to Maine eCitation web server (available on the Internet) at <https://ecitation.maine.gov>.**
- **Supported Browsers:** Chrome, Edge, Internet Explorer V9 or higher. **Firefox is not supported.**

Agency IT Infrastructure Requirements

- **Wireless data access in vehicles with access to Maine eCitation at <https://ecitation.maine.gov>.**
- **Recommend domain-based logins available in vehicle to allow for eCitation certificate roaming.**
- **Each officer is required to have an email address.**
- **Maine eCitation digital certificates required for use of the Maine eCitation client will be provided by MaineIT.**

David Hemingway

From: Stewart, Lauren V. <Lauren.V.Stewart@Maine.Gov>
Sent: Thursday, March 11, 2021 1:38 PM
To: David Hemingway
Cc: Dionne, Jamie; Reagan, Thomas J
Subject: RE: eCitation
Attachments: OOB PD eCitation Grant Application-Signed.pdf; TRC21-040 OOB PD Contract.pdf; TRC21-040 OOB PD Award Letter.pdf; TRC21-040 OOB PD Subgrant Record.pdf; FFY2021 Subgrant Progress Report (blank).pdf; 2021 eCitation Printer Reimbursement Request.xlsx

EXTERNAL

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

Captain,

Attached is your approved 2021 eCitation printer grant application and award documents. Please have the contract signed as soon as possible and return to me. I will then sign and provide you with a copy.

As a reminder, only printers, necessary cables, ink, paper and necessary mounts will be approved for reimbursement up to \$600.00.

Thank you for partnering with us on this project.

Lauren

Lauren V. Stewart

Lauren V. Stewart, Director Bureau of Highway Safety

Maine Department of Public Safety

lauren.v.stewart@maine.gov

Cell: 207-592-0258

www.maine.gov/dps/bhs

"When you're driving – Just Drive! Everything else can wait."



Help us spread the highway safety message. Become our fan on Facebook
www.facebook.com/MaineBureauOfHighwaySafety



BHS System Type: Highway Safety

SUBGRANT RECORD

SUBGRANTEE: Old Orchard Beach Police Department
 PROJECT TITLE: 2021 eCitation Printer Reimbursement

SUBGRANT #: TRC21-040
 COORDINATOR: Lauren Stewart

	Subgrantee	Project Director	Fiscal Officer
Name	Old Orchard Beach Police Department	David M Hemingway	Diana Asanza
Address 1	18 E Emerson Cummings Blvd	18 E Emerson Cummings Blvd	1 Portland Ave
Address 2			
City	Old Orchard Beach	Old Orchard Beach	Old Orchard Beach
State & Zip Code	ME 04064	ME 04064-	ME 04064-
Phone Number			(207) 934-5714
Fax Number			(207) 934-7967
E-Mail Address		dhemingway@oobmaine.com	dasanza@oobmaine.com

Approved: 03/11/2021 Start: 02/01/2021 End: 09/30/2021 Last Monitored: Audited: Closed:

AWARD INFORMATION

yr	prog# / psp# / task#	federal funds	match funds	award total	p/t %	pass thru \$	federal spent	match spent	funds drawn	federal disb.
2018	FLXE / 2021-FLXE / 4	\$6,000.00	\$5,400.00	\$11,400.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total	\$6,000.00	\$5,400.00	\$11,400.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Original Federal Amount: \$6,000.00

Report Category: TRC040

Latest Federal Voucher:

Continuation? Prior Subgrant #:

Voucher Date: Period: to

	Budget		Cumulative Exp. Thru		Balance Remaining	
	Federal	Match	Federal	Match	Federal	Match
Personal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$6,000.00	\$5,400.00	\$0.00	\$0.00	\$6,000.00	\$5,400.00
Total	\$6,000.00	\$5,400.00	\$0.00	\$0.00	\$6,000.00	\$5,400.00

Thursday, March 11, 2021

Agenda Item #7474

Discussion with Action: Accept the funds from the Edward Byrne Justice Assistance Grant (JAG) in the amount of \$10,623.00 for the purchase of two Wireless Security Cameras to be installed and integrated into the current Town-wide security system.

Background: *(see attached memorandum, proposal, quote, and allocation documents)*

The Old Orchard Police Department was notified of its eligibility for the Edward Byrne Justice Assistance Grant (Byrne JAG). The grant is awarded annually based on Uniform Crime Reporting numbers and the funds are typically used to purchase equipment and/or training.

Motioned by: Councilor Kelley

Seconded by: Councilor Blow

Vote: 5-0

Town of Old Orchard Beach, Maine



Police Department
16 E Emerson Cummings Blvd.
Old Orchard Beach, Maine 04064

Dana Kelley - Chief Of Police
Elise Chard - Captain
David Hemingway - Captain

Tel: (207) 934-4911 Fax (207) 937 5899

Memorandum

To: Town Council
Diana Asanza
From: David Hemingway - Captain
Date: July 12th, 2021
RE: Edward Byrne Justice Assistance Grant

The police department was just notified that we are eligible for the Edward Byrne Justice Assistance Grant (Byrne JAG) in the amount of \$10,623.00. This grant is awarded annually based on Uniform Crime Reporting numbers and the funds are typically used to purchase equipment and/or training.

In an effort to enhance the department's public safety efforts we have implemented a public surveillance system for crime control and prevention. This system has proven invaluable to our town with cameras being deployed in high volume public areas and major roadways leading through town. We have found the need to expand this system and provide additional coverage of other highly populated or traveled areas where we currently do not have cameras.

To assist with enhancing our system, we would like to purchase two Wireless IP PTZ Cameras to be installed and integrated into our current town-wide security system controlled by the police department. These cameras would be purchased and installed through Setronics Security Integrators with whom we currently have our system and service contracted with. The cameras

Some of the highlights of our system and the new cameras are:

- Continuous video surveillance and recording
- Pan/Tilt Zoom function cameras to allow for easy 360% seamless surveillance
- Cameras to be located in public areas to provide evidence and gather clues
- Ability to quickly identify suspects or vehicles involved in crimes.

- **Provide the public with added sense of safety while in highly populated areas such as amusement parks and the downtown area.**

The program does cost more than the grant funding would cover, but here is what I would propose:

Cost of 2 Wireless IP PTZ Cameras to be purchased and installed: \$19,072.00.

\$10,623.00 from the Edward Byrne Grant Funds

\$8,449.00 from CIP Account 52002-50865 (Police Camera Equipment account which was previously approved as part of 2022 Fiscal Budget).

**Capt. David Hemingway
Old Orchard Beach Police Department**

Town of Old Orchard Beach, Maine



Police Department
16 E Emerson Cummings Blvd.
Old Orchard Beach, Maine 04064

Dana Kelley - Chief Of Police
Elise Chard - Captain
David Hemingway - Captain

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Old Orchard Beach Police

FY 2021 Edward Byrne Memorial

Justice Assistance Grant

Application

July 9th, 2021

Town of Old Orchard Beach, Maine



Police Department
16 E Emerson Cummings Blvd.
Old Orchard Beach, Maine 04064

Dana Kelley - Chief Of Police
Elise Chard - Captain
David Hemingway - Captain

Tel: (207) 934-4911 Fax (207) 937-5899

Edward Byrne Grant 2021

Purchase of 2 Wireless IP PTZ Cameras

- 2 - 2MP IP Exterior PTZ Cameras W/32X Zoom**
- 2 - 16" X16" X8" NEMA Enclosures with Heater and Fan and Weatherproof**
- 2 - PTZ Pendant Mounts (5502431)**
- 2 - Pole Mount Adapters – 4-16 Inch Pole**
- 2- GIGABIT POE INJECTORS 802.3AT**
- 2 - Port POE Hardenedc Network Switches**
- 2- Wireless Point to Point Kit – Mini**

Cable Materials and Labor

Total Purchase \$19,072.00

Grant Award \$10,623.00

The Byrne JAG grant funds allocated \$10,623.00 will be applied along with town of Old Orchard Beach funds in the amount of \$8,449.00 to fully purchase the requested 2 Wireless IP PTZ Cameras. Without the assistance of the allocated Byrne JAG grant funds the purchase of the Wireless IP PTZ Cameras would not be possible.

Town of Old Orchard Beach, Maine



Police Department
16 E Emerson Cummings Blvd.
Old Orchard Beach, Maine 04064

Dana Kelley - Chief Of Police
Elise Chard - Captain
David Hemingway - Captain

Tel: (207) 934 4911 Fax (207) 937-5899

Town of Old Orchard Beach Police Department

07/12/2021

Disclosure of High Risk Status

The Old Orchard Beach Police Department has not been deemed a high risk entity.

Submitter: David M. Hemingway
Old Orchard Beach Police Department

Town of Old Orchard Beach, Maine



Police Department

**16 E Emerson Cummings Blvd.
Old Orchard Beach, Maine 04064**

**Dana Kelley - Chief Of Police
Elise Chard - Captain
David Hemingway - Captain**

Tel: (207) 934-4911 Fax (207) 937-5899

Old Orchard Beach Police Department JAG Application O-BJA-2021-135004

**FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
State / Local Solicitation Disclosure**

Disclosure of Pending Application

The Old Orchard Beach Police Department does not have pending applications submitted within the last twelve months for federally funded assistance that could include requests for finding identical cost items outlined in the budget narrative and worksheet in application under this solicitation.

Town of Old Orchard Beach, Maine



Police Department

**16 E Emerson Cummings Blvd.
Old Orchard Beach, Maine 04064**

**Dana Kelley - Chief Of Police
Elise Chard - Captain
David Hemingway - Captain**

Tel: (207) 934-4911 Fax (207) 937-5899

Edward Byrne Memorial Justice Assistance Grant 2021

07/09/2021

Review Narrative,

The Town of Old Orchard Beach Police Department made its Fiscal Year JAG application for review by the Old Orchard Beach town council, the governing body of the Town of Old Orchard Beach, on July 20th, 2021.

The Town of Old Orchard Beach Police Department made its Fiscal Year 2021 JAG application available for comment prior to the application submission by the following means:

- 1. Posting the application on the Town of Old Orchard Beach Website;**
- 2. Posting the application on the police department FaceBook page;**
- 3. Posting the application on the public bulletin board in the police department, public lobby area at the police facility, 16 E. Emerson Cummings Blvd, Old Orchard Beach Maine.**
- 4. Posting the application on the public bulletin board in the Old Orchard Beach Town Hall, public lobby area of Town Hall 1 Portland Avenue, Old Orchard Beach Maine 04064.**
- 5. Notifying the local print media of the grant award and the department's intention for the expenditures of funds. All enjoy a wide readership in Old Orchard Beach.**

Town of Old Orchard Beach, Maine



Police Department

**16 E Emerson Cummings Blvd.
Old Orchard Beach, Maine 04064**

**Dana Kelley - Chief Of Police
Elise Chard - Captain
David Hemingway - Captain**

Tel: (207) 934-4911 Fax (207) 937-5899

Edward Byrne Grant 2021

July 8th 2021

For Public Release:

The Old Orchard Beach Police Department will be applying for funds through the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Old Orchard Beach Police Department will be applying for \$10,623.00 towards the purchase of 2 Wireless IP PTZ Cameras.

If you have any questions or comments regarding this purchase, please contact Captain David Hemingway via e-mail dhemingway@oobmaine.com or call 207-937-5803. Below is a brief explanation about the JAG Program.

The U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance has announced that it is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Overview of the JAG Program

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Purpose Areas

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities that will improve or enhance: Law enforcement programs. Prosecution and court programs. Prevention and education programs. Corrections and community corrections programs. Drug treatment and enforcement programs. Planning, evaluation, and technology improvement programs. Crime victim and witness programs (other than compensation)

Town of Old Orchard Beach, Maine



Police Department

**16 E Emerson Cummings Blvd.
Old Orchard Beach, Maine 04064**

**Dana Kelley - Chief Of Police
Elise Chard - Captain
David Hemingway - Captain**

Tel: (207) 934-4911 Fax (207) 937 5899

Program Narrative

Old Orchard Beach Police Department

2 Wireless IP PTZ Surveillance Cameras to provide Police surveillance in high crime and highly populated tourist areas.

The overall goal of this request is to provide public video surveillance in highly populated areas and high crime areas in order to improve public safety by increasing the apprehension of criminals, reducing the crime rate thereby providing additional security for the public.

Statement of the Problem

The Old Orchard Beach Police Department serves a year round population of 9,000 and a seasonal influx of approximately 75,000. We currently have areas of high population and increased crime rates particularly during the summer season. In an effort to enhance the department's public safety efforts we have implemented a public surveillance system for crime control and prevention. This system has proven invaluable to our town with cameras being deployed in high volume public areas and major roadways leading through town. We have found the need to expand this system and provide additional coverage of other highly populated or traveled areas where we currently do not have cameras.

To assist with enhancing our system, we would like to purchase two Wireless IP PTZ Cameras to be installed and integrated into our current town-wide security system controlled by the police department. These cameras would be purchased and installed through Setronics Security Integrators with whom we currently have our system and service contracted with. Some of the highlights of our system and the new cameras are:

Continuous video surveillance and recording

Pan/Tilt Zoom function cameras to allow for easy 360% seamless surveillance

Cameras to be located in public areas to provide evidence and gather clues
Ability to quickly identify suspects or vehicles involved in crimes
Provide the public with added sense of safety while in highly populated areas such as amusement parks and downtown area.

Timeline

The 2 Wireless IP PTZ Cameras will be purchased as soon as the funds are received and in conjunction with the Town Old Orchard Beach funding the difference in the cost of the cameras to be purchased. These Wireless IP PTZ Cameras will be installed and or put into service immediately thereafter.

Budget Narrative

Town of Old Orchard Beach

The Old Orchard Beach Police Department will be using grant funds to purchase two 2MP IP Exterior PTZ Cameras W/32X Zoom, 2) 16" X16" X8" NEMA Enclosures with Heater and Fan and Weatherproof, 2) PTZ Pendant Mounts (5502431), 2) Pole Mount Adapters – 4-16 Inch Pole, 2) 2-GIGABIT POE INJECTORS 802.3AT, 2) Port POE Hardened Network Switches, 2) Wireless Point to Point Kit – Mini, Cable Materials and Labor.

- 2 - 2MP IP Exterior PTZ Cameras W/32X Zoom
 - 2 -16" X16" X8" NEMA Enclosures with Heater and Fan and Weatherproof
 - 2 - PTZ Pendant Mounts (5502431)
 - 2 - Pole Mount Adapters – 4-16 Inch Pole
 - 2- GIGABIT POE INJECTORS 802.3AT
 - 2 - Port POE Hardened Network Switches
 - 2- Wireless Point to Point Kit – Mini
 - Cable Materials and Labor -
- Total Cost \$ 19,072.00**

The Byrne JAG grant funds allocated \$10,623.00 will be applied along with Town of Old Orchard Beach funds in the amount of \$8,449.00 to fully purchase the requested Wireless PTZ surveillance Cameras. Without the assistance of the allocated Byrne JAG grant funds the purchase of the Wireless PTZ Surveillance Cameras would not be possible.

Town of Old Orchard Beach, Maine



Police Department
16 E Emerson Cummings Blvd.
Old Orchard Beach, Maine 04064

Dana Kelley - Chief Of Police
Elise Chard - Captain
David Hemingway - Captain

Tel: (207) 934-4911 Fax (207) 937-5899

Town of Old Orchard Beach Police Department

Project Abstract

Applicant: Town of Old Orchard Beach Police Department

Project Title: Public Safety Enhancement – Purchase and Installation of Wireless IP PTZ Cameras

Project Identifiers: Equipment, Public Safety, Procurement.

The overall purpose of this purchase is to provide increased crime control, crime prevention and collection of evidence with the addition of cameras that will provide continuous video surveillance and recording of public areas.

This project will be coordinated under the auspices of the Town of Old Orchard Beach purchasing policy and overseen by the Captain of the Police Department.



Installation of Wireless IP PTZ Camera

Prepared for:

Old Orchard Beach Police Department

David Hemingway
dhemingway@oobmaine.com

Prepared by:

setronics
..... security integrators

Andy Wilder
awilder@setronics.com

Monday, February 08, 2021

Old Orchard Beach Police Department
David Hemingway
16 E. Emerson Cummings Blvd.
Old Orchard Beach, ME 04064
dhemingway@oobmaine.com

Dear David,

Thank you for the opportunity to present the following Proposal # 20-000902.

The following detail outlines the scope of work for the sale and installation of (1) Axis Q-Series IP PTZ camera.

Scope of Work:

- Provide and install (1) Axis Q-Series IP PTZ camera with pole mount
- Provide and install (1) Comnet point to point wireless ethernet bridge kit (client transmitter on the pole, access point receiver on the building)
- Provide and install (1) NEMA enclosure on the pole to house the power accessories
- Provide and install (1) Exacq IP Professional camera license

Customer Responsibilities:

- Provide and install (1) 120VAC power receptacle on the pole with constant power
- Provide available network port for the new camera

Sincerely,



Andy Wilder
Sales Executive
Setronics Corp.

COVID-19 & Other Hazardous Conditions

■ COVID-19 & Other Hazardous Conditions

In response to the COVID-19 pandemic, Setronics has implemented certain protocols to better protect the safety of our employees, customers, and others with whom we come in contact while performing installations and service at customer locations. Following guidelines issued as by the US CDC and other state regulatory authorities, all Setronics employees will arrive at customer locations wearing masks and gloves (as required).

In addition, all equipment and tooling will be sanitized for use. All Setronics employees have been directed to maintain social distancing and to monitor their personal health. Setronics employees will excuse themselves from work should they be exposed to COVID-19, develop a temperature, or experience any flu-like symptoms. Setronics is prepared to review and implement additional safety processes in response to specific customer requirements.

For the safety of all, Setronics encourages and expects all customers to require their staff and others visiting their locations to adapt these safety procedures as outlined above.

Please see Section 1.8.2. of our Terms and Conditions for information on identification of any other potentially hazardous job site conditions.

setronics

..... security integrators

Setronics Corp.
5 Executive Park Drive | Billerica MA 01802
48 Caspell Lane | Portland ME 04106
P 800-670-4550
www.setronics.com

Payment Terms

■ No Deposit - NET 30 Days

This proposal is valid for thirty days. Labor charges assume regular weekday labor rates. Applicable shipping charges are not included. Customer has advised Setronics, in writing, of any special circumstances associated with completing the proposed work (e.g. hazardous materials, presence of asbestos, etc.), if applicable.

Any changes to project scope or unplanned project delays may result in additional charges for which you will be notified in advance.

Setronics shall invoice 100% of this proposal upon project completion. Terms for the final project invoice are net 30 days.

The terms and conditions of this proposal are as outlined on Exhibit A.

Signed approval of this proposal and applicable purchase order is required by Setronics to purchase materials and schedule installation resources.

setronics

..... security integrating

Setronics Corp.

4100 Center Park Drive | Bldg 100 | Dallas TX 75242

4800 Rosswood Lane | Building 07 | Dallas TX 75240

P: 800.640.4550

www.setronics.com

Project Price

Qty	Description
1	2MP IP Exterior PTZ Camera w/32x Zoom
1	16" X 16" X 8" NEMA Enclosure with Heater and Fan and Weatherproof
1	PTZ Pendant Mount (5502431)
1	Pole Mount Adapter - 4-16 Inch Pole
1	GIGABIT POE INJECTOR 802.3AT
1	4 Port PoE Hardened Network Switch
1	Wireless Point to Point Kit - Mini
1	Cable, Materials and Labor

Subtotal: **\$9,536.00**

Installation of Wireless IP PTZ Camera

Prepared by:

Setronics Corp.
 Andy Wilder
 Main Office: 978-671-5450
 Mobile: 978-835-9571
 Fax 978-671-5448
 awilder@setronics.com

Prepared for:

Old Orchard Beach Police Department
 16 E. Emerson Cummings Blvd.
 Old Orchard Beach, ME 04064
 David Hemingway
 (207) 937-5803
 dhemingway@oobmaine.com

Quote Information:

Quote #: 20-000902
 Version: 1
 Delivery Date: 02/08/2021
 Expiration Date: 03/07/2021


Quote Summary

Description	Amount
Project Price	\$9,536.00
Total:	\$9,536.00

The information contained herein may be privileged and confidential and protected from disclosure by any parties other than the recipients of this document. If the reader of this document is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication to any vendor, supplier or any other party is strictly prohibited.

Setronics Corp.

Old Orchard Beach Police Department

Signature: 
 Name: Andy Wilder
 Title: Sales Executive
 Date: 02/08/2021

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Terms and Conditions

I. SERVICES

- A. Setronics, Inc. shall provide the following services under the Proposal.
1. Supply all materials required for performance of the proposal, purchase order, or other form of the parties' agreement(s) in compliance with all terms therein;
 2. Install products in accordance with the proposal, purchase order, or other form of agreement(s) in accordance with the scope of same, in a good and workmanlike fashion, using Setronics personnel or persons who may be arranged by Setronics on an as-needed basis;
 3. Test any systems installed and ensure that all operate in accordance with industry standards for the purposes agreed upon by the parties;
 4. Maintain a reasonably clean and safe working environment at all times, removing all debris from the job site upon completion of the work and keeping all areas reasonably neat/clean during the performance of the work.
- B. Customer shall provide the following services under the Proposal.
1. Cooperate fully with all planning and performance of the work, ensuring that Setronics and its personnel have appropriate access to all areas where work is to be performed during times and on schedules as may be reasonably agreed by Setronics for performance of work;
 2. Prior to the start of any work, inform Setronics of any and all known hazards or potential hazards in the work area that may be relevant to Setronics' performance under the Proposal, along with any other conditions that might materially affect Setronics in the performance of agreed work, wherever located and of any nature whatsoever, including but not limited to conditions of construction and orders of any local or other governmental authority.

II. PAYMENTS

Timing of invoices and related terms are as outlined in the proposal cover letter. Any invoice that is not timely paid shall be subject to interest at the rate 12% per annum, compounded monthly. Setronics reserves the right to cease all work in the event any invoice is not timely paid. If invoices for work performed or products purchased are not paid on time and in full, Setronics may institute legal proceedings to collect same, in which case Customer shall pay, in addition to prior assessments, interest at the statutory rate along with all costs and legal fees Setronics may incur to collect any amount owed.

III. INDEMNIFICATION

The Customer shall indemnify, defend and hold Setronics harmless from any claim, suit, cause of action or legal action that arises from Customer's negligent conduct; from any hazardous condition that may exist at property where services are performed by Setronics; from the failure to inform Setronics about material or hazardous conditions that it will or may encounter during performance of work; and from any breach of any condition agreed upon by the parties. This indemnification shall include but not be limited to all financial losses suffered by Setronics along with any and all costs or legal fees it may incur in connection with any matter covered by this indemnification.

IV. TERM AND TERMINATION

Work shall commence on the date and under terms agreed by the Parties as same may be specified in the proposal, purchase order, or other agreement(s), written or oral, between the parties. Work shall continue for so long as all conditions of same and of these terms/conditions are complied with.

V. VENUE AND ENFORCEMENT

Any agreement between the parties shall be subject to and enforceable under the laws of the Commonwealth of Massachusetts. All disputes under any agreement or these terms/conditions shall be settled by binding arbitration in accordance with the rules and procedures of JAMS in Boston, Massachusetts. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached by him or her and shall deliver same to each party to this Agreement along with a signed copy of the award. Costs of arbitration shall be shared equally by the parties and shall be subject to reasonable reapportionment by the arbitrator who, in the event he/she finds that Customer breached any substantive term of its agreement(s) with Setronics or the terms/conditions herein, shall require that Customer reimburse Setronics for all arbitration fees along with all costs and legal fees it may incur during the arbitration process. Nothing in this paragraph shall preclude Setronics from applying to a court of competent jurisdiction for injunctive relief in the event Setronics deems such relief necessary or appropriate.

VI. ADDITIONAL TERMS

- Failure by Setronics at any time or from time to time to enforce any of the provisions of the parties agreement(s) or these terms/conditions shall not be construed to be a waiver of such provision or of its right to thereafter enforce same.
- 6.1 Setronics shall at all times retain complete discretion and control over its business operations; workforce; and decisions as to implementation of the terms of the parties' agreement(s) and these terms/conditions.
 - 6.2 These terms and conditions shall form an integral part of the parties' agreement(s) and they along with such agreement(s) represent the entire agreement between the parties. No term, condition or agreement shall be amended, altered or changed except by written agreement signed by both parties.
 - 6.3 In the event any condition encountered during the work requires an expansion of the scope of work agreed to by the parties, or if Customer opts during the work to expand the scope, any such additional work required or desired shall be agreed upon by written change order that specifies the agreed additional work, time for performance, and price to be paid by Customer. Setronics shall not be obligated to perform any work or provide any service that is not included in the proposal, purchase order or other agreement(s) except by written change order. If any such condition makes continued performance by Setronics impracticable, or if same occurs due to a force majeure, Setronics may terminate this agreement by delivering written notice. Any amounts then owed to Setronics shall be paid upon delivery of the final invoice by Setronics.
 - 6.4 Any and all notices and other communications permitted or required to be given hereunder shall be validly given or made in writing if (a) personally delivered, (b) delivered and confirmed by telecopies or like instantaneous transmission service, (c) delivered by reputable overnight courier delivery service or (d) deposited in the United States mail, first class, postage prepaid, addressed to the Customer at the address set forth in the proposal, purchase order, or other form of agreement between the parties.
 - 6.5 Customer represents that it has read these terms/condition and fully understands all terms. It recognizes and agrees that all terms herein shall form an integral part of any and all agreement(s) between the parties, regardless of form. Customer materially represents that it will comply in good faith with all terms and conditions stated herein.

Statement from Brian LaCroix, President - Setronics Corp.

To Our Customers:

In response to the critical importance of providing security services during the COVID-19 pandemic, Setronics is classified as an essential business and has remained open during the entire period of government-enforced business closures. Setronics is committed to remaining open and supporting our customers with uninterrupted access to system sale, installation and service. Setronics has advised all employees of CDC recommended personal health and hygiene protocols and adopted CDC and other regulatory authority recommended practices to best ensure the health and safety of our employees, customers and their clients.

These practices, among others, include:

- Frequent sanitizing of all equipment and work tools
- Maintaining social distancing while performing all work
- Wearing mask & gloves at all customer locations

As guidance from the CDC and other regulatory authorities regarding best practices continues to evolve, Setronics will monitor and adopt such practices to ensure our employees perform our work safely.

Sincerely,

Brian LaCroix
President of Setronics Corp.

2021 Maine Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2021 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
ME	ANDROSCOGGIN COUNTY	County	*	
ME	AUBURN CITY	Municipal	\$15,676	
ME	LEWISTON CITY	Municipal	\$37,959	\$53,635
ME	AROOSTOOK COUNTY	County	*	
ME	PRESQUE ISLE CITY	Municipal	\$10,235	\$10,235
ME	CUMBERLAND COUNTY	County	*	
ME	PORTLAND CITY	Municipal	\$69,829	
ME	SOUTH PORTLAND CITY	Municipal	\$18,137	
ME	WESTBROOK CITY	Municipal	\$13,214	\$101,180
ME	KENNEBEC COUNTY	County	*	
ME	AUGUSTA CITY	Municipal	\$21,376	
ME	WATERVILLE CITY	Municipal	\$12,955	\$34,331
ME	PENOBSCOT COUNTY	County	*	
ME	BANGOR CITY	Municipal	\$18,008	\$18,008
ME	YORK COUNTY	County	*	
ME	BIDDEFORD CITY	Municipal	\$29,668	
ME	SANFORD CITY	Municipal	\$19,044	
ME	OLD ORCHARD BEACH TOWN	Township	\$10,623	\$59,335
ME	LINCOLN COUNTY	County	\$10,623	
ME	SOMERSET COUNTY	County	\$11,660	

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ME	BANGOR CITY	Municipal	\$18,008	\$18,008
ME	YORK COUNTY	County	*	
ME	BIDDEFORD CITY	Municipal	\$29,668	
ME	SANFORD CITY	Municipal	\$19,044	
ME	OLD ORCHARD BEACH TOWN	Township	\$10,623	\$59,335
ME	LINCOLN COUNTY	County	\$10,623	
ME	SOMERSET COUNTY	County	\$11,660	

Agenda Item #7475

Discussion with Action: Accept the quote for the purchase of two Wireless IP PTZ Surveillance Cameras from Setronics Security Integrators in the amount of \$19,072.00 to be funded from the Edward Byrne Justice Assistance Grant (JAG) in the amount of \$10,623.00 and the balance of \$8,449.00 from Account number 52002-50865 CIP Account Police Security Camera Equipment with a balance of 21,304.36.

Background:

\$19,072, to be funded with proceeds from the Byrne Grant Award in the amount of \$10,623.00, account number 30192-50798 and \$8,449.00 from account number 52002-50865 CIP Police Security Camera with a balance of \$21,304.36.

Motioned by: Councilor Blow
Seconded by: Councilor Kelley
Vote: 5-0

Agenda Item #7476

Discussion with Action: Approve the line item transfer for the Police Department in the amount of \$50,100.00 from account number 20131-50104 Seasonal Reserve Wage Expense with a balance of \$50,210.25, and \$5,500.00 from account number 20131-50128 Physical Fitness Wage Expense with a balance of \$5,500.00, and \$7,796.38 from 20119-50115 Separation Pay with a balance of \$50,000.00 to account number 20131-50106 Full Time Wage Expense with a balance of (\$7,796.38).

Background: *(see explanation from Agenda Item 7477)*

Motioned by: Councilor Tousignant

Seconded by: Councilor Kelley

Vote: 5-0

Resident: Nancy Friscoe questioned where the cameras were to be placed? Chief Kelley stated @ the Pier, Temple Ave, and Walnut Street.

***Note:** at the close of the meeting, Chief Kelley stated that a camera was also to be placed at corner of E.Emerson Cummings Blvd and Save Ave.

Agenda Item #7477

Discussion with Action: Approve to carry forward from FY 21 to FY 22 Police Department Operating Budget account number 20131-50106 the amount of \$55,600.00 to reimburse the Town of Buxton for the Maine Criminal Justice Academy Training and other employment costs for the newly hired Police Officer.

Background: *(see attached State Statute)*

Whenever a fulltime officer, trained at the Maine Criminal Justice Academy, at the expense of a particular agency is hired by another agency fulltime, within five years of graduation from the Academy, that agency is required to reimburse the first agency based on a formula developed by the Maine Criminal Justice Academy's Board of Trustees. Currently the reimbursement for an Academy graduate is, \$8,120.00 per year. A five year reimbursement would be \$40,600.00 dollars. We hired Patrolman William Blackwell from Buxton PD. He was in his first year of fulltime employment with them since graduating from the Academy; therefore his reimbursement cost is for the full amount of \$40,600.00. If the Town had hired a candidate who was not Academy certified it would cost the Town at least \$40,600.00 to send the officer to the Academy for 18 weeks* (**most likely more due to overtime costs to replace them while they are away at training*). Moreover, in order to attract qualified candidates, the Town has been offering a \$15,000.00 sign on bonus for the last couple of years. Qualified candidates receive \$7,500.00 on signing and the remainder of the bonus after one year. The officer that Patrolman Blackwell is replacing was hired by the Falmouth Police Department. The Falmouth Police Department will be reimbursing the Town \$24,000.00.

Motioned by: Councilor Blow

Seconded by: Councilor Reid & Councilor Tousignant

Vote: 5-0

Title 25: INTERNAL SECURITY AND PUBLIC SAFETY
Part B: MAINE CRIMINAL JUSTICE ACADEMY
Chapter 341: THE MAINE CRIMINAL JUSTICE ACADEMY

§2808. Sharing of training costs

1 Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

A. "Governmental entity" means the State or any city, town, plantation or county. [PL 1985, c. 506, Pt. A, §50 (NEW).]

B. "Training" means the basic training provided to a full-time law enforcement officer by the Maine Criminal Justice Academy, as described in section 2804-C ([./25/title25sec2804-C.html](#)). [PL 2005, c. 331, §29 (AMD).]

C. "Training costs" means a fixed dollar amount determined by the board. In making the determination, the board shall include the following costs:

- (1) The full cost of the salary, including fringe benefits, paid to the officer while in training;
- (2) The full cost of the tuition charged by the Maine Criminal Justice Academy;
- (3) The full cost of uniforms for training and graduation provided to the officer in training; and
- (4) The full cost of the salary, inclusive of overtime, paid to officers to provide police protection that would otherwise have been lost during the absence of the officer in training.

The board shall review the determination of training costs annually, make any necessary adjustments and provide that determination to all law enforcement agencies in the State. [PL 2005, c. 331, §30 (RPR).]

[PL 2005, c. 331, §§29, 30 (AMD).]

2. Reimbursement for training costs.

[PL 2005, c. 331, §31 (RP).]

3. Reimbursement for training costs. Whenever a full-time law enforcement officer, trained at the Maine Criminal Justice Academy at the expense of a particular governmental entity, is subsequently hired by another governmental entity as a full-time law enforcement officer within 5 years of graduation from the academy, the governmental entity shall reimburse the first governmental entity according to the following formula, unless a mutual agreement is reached.

A. If the officer is hired by the other governmental entity during the first year after graduation, that governmental entity shall reimburse the first governmental entity the full cost of the training costs. [PL 1989, c. 521, §13 (NEW).]

B. If the officer is hired by the other governmental entity during the 2nd year after graduation, that governmental entity shall reimburse the first governmental entity 80% of the training costs. [PL 1989, c. 521, §13 (NEW).]

C. If the officer is hired by the other governmental entity during the 3rd year after graduation, that governmental entity shall reimburse the first governmental entity 60% of the training costs. [PL 1989, c. 521, §13 (NEW).]

D. If the officer is hired by the other governmental entity during the 4th year after graduation, that governmental entity shall reimburse the first governmental entity 40% of the training costs. [PL 1989, c. 521, §13 (NEW).]

E. If the officer is hired by the other governmental entity during the 5th year after graduation, that governmental entity shall reimburse the first governmental entity 20% of the training costs. [PL 1989, c. 521, §13 (NEW).]

F. If the officer graduated more than 5 years before subsequently being hired by the other governmental entity, that governmental entity is not obligated to reimburse the first governmental entity. [PL 2005, c. 331, §32 (AMD).]

If the officer is subsequently hired by additional governmental entities within 5 years of graduation from the academy, each of those governmental entities is liable to the governmental employer immediately preceding it for the training costs paid by that governmental entity under this subsection. The extent of financial liability must be determined according to the formula established by this subsection.

[PL 2013, c. 147, §41 (AMD).]

SECTION HISTORY

PL 1985, c. 506, §A50 (NEW). PL 1989, c. 454 (AMD). PL 1989, c. 521, §§11-13, 17 (AMD). PL 1991, c. 581 (AMD). PL 2005, c. 331, §§29-32 (AMD). PL 2013, c. 147, §41 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public
If you need legal advice, please consult a qualified attorney.

Office of the Revisor of Statutes (mailto:webmaster_mso@legis.maine.gov) 7 State House Station, State House Room 108, Augusta, Maine 04333-0007

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Agenda Item #7478

Discussion with Action: Approve the line item transfer for the Police Department in the amount of \$12,900.00 from account number 20131-50230 Clothing Expense with a balance of \$12,912.12, and \$6800.00 from account number 20131-50501 Operating Supplies Expense with a balance of \$6,808.33, and 2,541.15 from 20131-50400 Electricity Expense with a balance of \$6,881.99 to account number 20131-50111 Police Department Overtime Expense with a balance of (\$22,241.15).

Motioned by: Councilor Blow

Seconded by: Councilor Reid

Vote: 5-0

Agenda Item # 7479

Discussion with Action: Approve the line item transfer for Veterans Memorial Park in the amount of \$13,364.00 to account number 20152-50511 Grounds Maintenance Expense with a balance of (\$10,449.78).

Background:

The purpose for the line item transfer is to meet the needs for additional ground maintenance that was not done in FY'20 due to the pandemic. Maintenance has been scheduled for this year.

Motioned by: Councilor Tousignant

Seconded by: Councilor Kelley

Vote: 5-0

Agenda Item #7480

Discussion with Action: Appoint Mark Koenigs as a regular member of the Conservation Commission, term to expire 12/31/2022.

Background: *(application on file in Town Clerk's Office)*

Motioned by: Councilor Blow

Seconded by: Councilor Reid

Vote: 5-0

Agenda Item #7481

Discussion with Action: Approve the proposal from Wright-Pierce to provide professional engineering services for the New Salt Road Saltmarsh monitoring as required by DEP and the MS4 permit, in the amount of \$5,350.00 from account number 20151-50300 with a balance of \$86,750.00.

Background: *(see attached proposal)*

The proposal from Wright-Pierce is to assess the salt marsh on New Salt Road. This is part of the MS4 permitting requirement to monitor and assess vegetation within the marsh and to document any changes. The Town is required to monitor and report the assessment every 5 years to Maine DEP. The last cycle of monitoring was done in 2016, therefore this next cycle must be completed in 2021. Wright Pierce assist with the reporting and subcontract with Stantec Consulting to schedule and conduct the saltmarsh assessment. This will be completed in late August and they will document the dominant species within the marsh and any changes within the saltmarsh.

Motioned by: Councilor Kelley

Seconded by: Councilor Tousignant

Vote: 5-0

June 17, 2021
WP Project No. MCVME21

Ms. Diana Asanza, Interim Town Manager
Town of Old Orchard Beach
One Portland Ave
Old Orchard Beach, Maine 04064

**SUBJECT: Proposal for Design and Engineering Services
2021 New Salt Road Marsh Monitoring**

Dear Diana,

We appreciate the opportunity to provide you with this proposal for professional engineering services associated with the 2021 New Salt Road Marsh Monitoring.

In 1997, the Town completed installation of a tide gate beneath New Salt Road. As part of the permitting conditions, the Town was required to complete long-term monitoring of the approximate 2-acre saltmarsh area located east of West Grand Ave and north of New Salt Road. This monitoring is completed to assess vegetation with the marsh and document any changes. Based on this previous modeling, in 2016 Wright-Pierce working with the Town, requested a reduction in the annual monitoring requirement to allow for monitoring to be completed every 5-years. This request was approved with the next cycle of monitoring required in 2021.

SCOPE OF SERVICES

1. Wright-Pierce will coordinate with Stantec to schedule and conduct the saltmarsh assessment. It is anticipated this assessment will be completed in late August, with the intent of documenting dominant species within the marsh and any changes in the saltmarsh community. Stantec will compare these results to 1997 monitoring baseline data and previous monitoring and summarize the results in a narrative report.
2. Upon receipt of the report, Wright-Pierce will review for concurrence with MaineDEP permit requirements. We will review any changes observed and recommendations with the Town.
3. Wright-Pierce will communicate and transmit results of the assessment to MaineDEP on behalf of the Town.

PROPOSED FEE and SCHEDULE

For the scope of services, including subcontractor services by Stantec, we anticipate being able to complete this work at the lump sum fee of \$5,350.

6/17/2021

Ms. Diana Asanza, Interim Town Manager

Page 2 of 2


The above budget includes our labor and reimbursable expenses and subconsultant expenses (Stantec). Any additional services performed at the Client's request and authorization will be billed on a time and materials basis on our standard labor rates, plus any applicable reimbursable expenses. Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A - copy attached).

It is anticipated, based on coordination with Stantec, the on-site monitoring would be completed end of August 2021. We would anticipate the report to be submitted within 45-days of the monitoring. Wright-Pierce will review and coordinate with the Town within two-weeks of receipt of the report.

If this proposal is acceptable, please have an authorized agent sign below and return a copy for our files. We appreciate this opportunity to be of service to you and look forward to this opportunity to work with you on this project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-798-3770.

Sincerely,

WRIGHT-PIERCE



Stephanie Hubbard, PE

Senior Project Manager

stephanie.hubbard@wright-pierce.com

Seen and agreed to by:

Town of Old Orchard Beach

By: _____

Name: _____

Title: _____

Date: _____

Wright-Pierce

By:  _____

Ryan T. Wingard, PE

Vice President

June 17, 2021

WRIGHT-PIERCE 
Engineering a Better Environment

**SCHEDULE OF TERMS AND CONDITIONS
FOR
AGREEMENT BETWEEN
TOWN OF OLD ORCHARD BEACH
AND
WRIGHT-PIERCE**

**EXHIBIT A
SCHEDULE OF TERMS AND CONDITIONS
(CLIENT IS OWNER)
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- 2.0 Client's Responsibilities**
- 3.0 Reuse of Documents, Records**
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 - 3.2 Records Retention/Access to Records
 - 3.3 Electronic Transmittals
- 4.0 Third Party Information**
- 5.0 Estimates of Cost**
- 6.0 Allocation of Risks**
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 - 6.2 CLIENT shall Indemnify ENGINEER
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**EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS
(CLIENT IS OWNER)**

1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1 Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2 Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6 Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

3.0 Reuse of Documents, Records

3.1 Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the

Project by CLIENT. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2 Records Retention Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3 Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity, or an agent or employee of CLIENT.

5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

6.0 Allocation of Risks

6.1. ENGINEER shall indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2 CLIENT shall indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. CLIENT shall indemnify ENGINEER from Claims caused by Hazardous Waste

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

FOR PROJECTS PERFORMED IN THE STATE OF FLORIDA, PERUSANT TO FLORIDA STATUTE 558.0035, EMPLOYEES OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

7.0 Insurance

7.1 ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's Commercial General and Commercial Auto Liability
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate

7.2 CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

7.3 Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and

recommendations, but neither shall be responsible for the interpretation by others of the information developed.

8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER, and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

10.0 Compensation

10.1 Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

10.2 Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

10.3 Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

10.4 Invoices Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date, and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

10.5 Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

16.0 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party

of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

19.0 Termination

The obligation to provide further services under this Agreement may be terminated.

19.1 For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

19.2 By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional, or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3 For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

19.4 ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

20.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former

patient of a state institution except where based on a bona fide occupational qualification

Agenda Item #7482

Discussion with Action: Approve the Special Event Permit application for David Berlin to hold his wedding on the beach, to include two small fire pits, in front of his family's home at 20 Puffin Street on Saturday, August 21st, 2021 from 3 p.m. to 11:30 p.m., including set up and takedown. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least two weeks prior to the event.

Background: *(application on file in Town Clerk's Office)*

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0

Agenda Item #7483

Discussion with Action: Approve the Special Event Permit application for the Ocean Park Association to hold Illumination Night in Ocean Park, to include closing the section of Temple Avenue between West Grand Avenue and Seaside Avenue, on Saturday, August 7th, 2021 from 2 p.m. to 10:30 p.m.

Background: *(application on file in Town Clerk's Office)*

Motioned by: Councilor Tousignant

Seconded by: Councilor Reid

Vote: 5-0

Agenda Item #7484

Discussion with Action: Adopt the Remote Participation Policy, as authorized by the Legislature on June 21, 2021 as an emergency measure for the participation via remote methods, for members of the Town Council and the public in the public proceedings or meetings of the Town Council. This policy meets the requirements of the Town Charter, per the Town Attorney.

Background:

During the recent pandemic remote methods of meeting participation were put into practice and approved by the State on an emergency level. With a return to normal procedures and routines the State has adopted the remote methods of meeting allowing Town Councils to govern participation, via remote methods. The Town's attorney reviewed the Charter and the remote policy and deemed it to be "consistent with the provisions in Section 404 which require meetings to be open to the public in accordance with 1 M.R.S. § 401 et seq (i.e. FOAA), as amended. The new remote meetings law is part of FOAA" (Maine's Freedom of Access Act).

Discussion: Councilor Tousignant requested an explanation to this policy. Interim Town Manager Asanza stated that this remote policy would make permanent of holding remote meetings in case of an emergency.

Motioned by: Councilor Tousignant

Seconded by: Councilor Kelley

Vote: 5-0

REMOTE PARTICIPATION POLICY

(Town of Old Orchard Beach)

Pursuant to 1 M.R.S. § 403-B, and after public notice and hearing, the above-named Town Council adopts the following policy to govern the participation, via remote methods, of members of the Town Council and the public in the public proceedings or meetings of the Town Council.

Members of the Town Council are expected to be physically present for meetings except when not practicable, such as in the case of an emergency or urgent issue that requires the Town Council to meet via remote methods, or an illness or temporary absence of a member that causes significant difficulty traveling to the meeting location. The chair of the Town Council, in consultation with other members if appropriate and possible, will make a determination that remote methods of participation are necessary in as timely a manner as possible under the circumstances. A member who is unable to attend a meeting in person will notify the chair of the Town Council as far in advance as possible.

Remote methods of participation may include telephonic or video technology allowing simultaneous reception of information and may include other means necessary to accommodate disabled persons. Remote participation will not be by text-only means such as e-mail, text messages, or chat functions.

The public will be provided a meaningful opportunity to attend via remote methods when any member of the Town Council participates via remote methods. If public input is allowed or required at the meeting, an effective means of communication between the Town Council and the public will also be provided. The public will also be provided an opportunity to attend the meeting in person unless there is an emergency or urgent issue that requires the entire Town Council to meet using remote methods.

Notice of all meetings will be provided in accordance with 1 M.R.S. § 406 and any applicable charter, ordinance, policy, or bylaw. When the public may attend via remote methods, notice will include the means by which the public may access the meeting remotely and will provide a method for disabled persons to request necessary accommodation to access the meeting. Notice will also identify a location where the public may attend the meeting in person. The Town Council will not restrict public attendance to remote methods except in the case of an emergency or urgent issue that requires the Town Council to meet using remote methods of attendance.

The Town Council will make all documents and materials to be considered by the Town Council available, electronically or otherwise, to the public who attend remotely to the same extent customarily available to the public who attend in person, provided no additional costs are incurred by the Town.

All votes taken during a meeting using remote methods will be by roll call vote that can be seen and heard if using video technology, or heard if using audio technology only, by other members of the Town Council and the public. A member of the Town Council who participates remotely will be considered present for purposes of a quorum and voting.

This policy will remain in force indefinitely unless amended or rescinded.

Dated: _____

Signed: _____

From: [Kim McLaughlin](#)
To: [Diana Asanza](#); [Jennifer Hayes](#)
Subject: Fwd: Town of Old Orchard Beach remote meetings
Date: Monday, July 12, 2021 11:46:16 AM

Diana and Jen,

Can we place this on the next agenda?

Thank you.

Kim

Sent from my iPhone

Begin forwarded message:

From: Philip Saucier <psaucier@bernsteinshur.com>
Date: July 12, 2021 at 11:33:22 AM EDT
To: Kim McLaughlin <kmclaughlin@oobmaine.com>
Subject: RE: Town of Old Orchard Beach remote meetings

*****EXTERNAL*****

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe.

If in doubt, please use an alternate method to the individual who claims to be sending the email.

Hi Kim,

Sorry I am just now getting back to you- I was on vacation last week but am almost done digging through my emails! I have reviewed the MMA template policy (and had previously spoken with their legal services department about this) and in mind it will work well for OOB's purposes. We also had drafted a template prior to MMA circulating this version, but this version works great and I have no edits. I have also reviewed the Charter, and it is consistent with the provisions in Section 404 which require meetings to be open to the public in accordance with 1 M.R.S. § 401 et seq (i.e. FOAA), as amended – and the new remote meetings law is part of FOAA.

Take care and let me know if you have any further questions,
Phil

Philip Saucier

Shareholder
Municipal & Governmental Services Practice Group Leader
207 228-7160 direct
207 774-1200 main
[My Bio](#) | [LinkedIn](#) | [Twitter](#)

BERNSTEIN SHUR

[Portland, ME](#) | [Manchester, NH](#) | [Augusta, ME](#) | [bernsteinshur.com](#)

Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

From: Kim McLaughlin <kmclaughlin@oobmaine.com>
Sent: Friday, July 9, 2021 3:12 PM
To: Philip Saucier <psaucier@bernsteinshur.com>
Subject: FW: Town of Old Orchard Beach remote meetings

EXTERNAL EMAIL

Phil,

I left a message in your voice mail. Could you please review the attached Remote Participation Policy that MMA drew up (and I just wordsmithed to OOB). I just want to make sure it doesn't conflict with the Charter.

Thank you

Kim

From: Legal Services Department <legal@memun.org>
Sent: Friday, July 9, 2021 10:05 AM
To: Kim McLaughlin <kmclaughlin@oobmaine.com>
Subject: RE: Town of Old Orchard Beach remote meetings

*****EXTERNAL*****

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If in doubt, please use an alternate method to the individual who claims to be sending the email.

Dear Kim,

A sample policy and additional guidance on the new law can be found at the following links:

Guidance on Remote Meetings:

https://memun.org/DesktopModules/Bring2mind/DMX/Download.aspx?Command=Core_Download&EntryId=14939&language=en-US&PortalId=0&TabId=204

Sample Policy:

https://memun.org/DesktopModules/Bring2mind/DMX/Download.aspx?Command=Core_Download&EntryId=14940&language=en-US&PortalId=0&TabId=204

I hope this helps. Please let me know if you have any questions.

Best,
Rebecca

Rebecca McMahon, Staff Attorney
Legal Services Department
Maine Municipal Association
60 Community Drive, Augusta, ME 04330
Phone: 207-623-8428
1-800-452-8786 (in state)
FAX: 207-624-0187
legal@memun.org

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From: Kim McLaughlin <kmclaughlin@oobmaine.com>
Sent: Friday, July 9, 2021 9:25 AM
To: Legal Services Department <legal@memun.org>
Subject: remote meetings

I know this is soon after the law is passed, but do you happen to have a draft policy for remote meetings? I understand it has to be adopted by July 30th, and I want to present it to the Town Council but I'm not sure what is required in the policy.

Thank you.

Kim McLaughlin
Town Clerk
Old Orchard Beach

Agenda Item #7485

Discussion with Action: Approve the pole permit from Central Maine Power at the intersection of Heath and First Streets.

Background: *(see attached pole permit)*

This permit is to approve a telephone pole in preparation for wire service required for the Town's public electric vehicle stations.

Motioned by: Councilor Blow

Seconded by: Councilor Reid

Vote: 5-0



Pole Permit Request

Date:

CHECK REQUEST:

Check Payable to:

Town of Old Orchard Beach
Attn: Town Clerk
1 Portland Avenue
Old Orchard Beach, ME 04064
Amount \$10.00
PO# 4700359498

**Permit documents to be
attached with payment.**

RE: Notification #

City/Town Representative:

Enclosed please find a pole permit application and required payment; please fax or email signed pole permit to: lineclerknewservice@cmpco.com

Fax: 629-4752

Internal Use

CENTRAL MAINE POWER COMPANY
APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of Old Orchard Beach, Maine

To the: City
 Town
 County of Cumberland, Maine

Central Maine Power hereby applies for permission to:

- Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.
- Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.

Central Maine Power Company and Consolidated Communications of Northern New England Company LLC jointly apply for permission to construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

- 1 Starting Point: Intersection of Heath and First Street
2. Road (State & CMP): First Street
- 3 Direction: Northeasterly
4. Distance. 96 feet
5. Number of Poles: 1

- Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code.
- Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

Any person, firm, or corporation to be adversely affected by this proposed location shall file a written objection with the State Department of Transportation, City, Town or County stating the cause of said objection within fourteen (14) days after the publication of this notice or ninety (90) days after installation of facilities without publication.

Public Notice of this application has been given by publishing the text of the same Not Published

In: _____
On: _____

CENTRAL MAINE POWER COMPANY

Consolidated Communications of Northern New England Company LLC

By: Chris Turgeon

Date: May 27, 2021

By: *Jessica Theriault* Date: 6/8/2021
Jessica Theriault - Right of Way

Notification: 10300755241

Work Order: 801000390769

LOCATION PERMIT

Upon the Application of Center Maine Power Company and Consolidated Communications of Northern New England Company LLC dated May 27, 2021, asking for permission, in accordance with law, to construct and maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances over, under, along or across certain highways and public roads in the location described in said application, permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location, said facilities and appurtenances in the City / Town of Old Orchard Beach approximately located as follows:

- 1. Starting Point: Intersection of Heath and First Street
2. Road (State & CMP): First Street
3. Direction: Northeasterly
4. Distance: 96 feet
5. Number of Poles: 1

Facilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 feet over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 inches under pavement and 30 inches elsewhere, all in a manner conforming to the National Electric Safety Code.

By: _____

By _____

By _____

By: _____

By: _____

Municipal Officers

Office of the _____

Received and Recorded in Book _____, Page _____

Attest: _____

Clerk

CENTRAL MAINE POWER COMPANY

SKETCH TO ACCOMPANY APPLICATION FOR POLE OR UNDERGROUND LOCATIONS

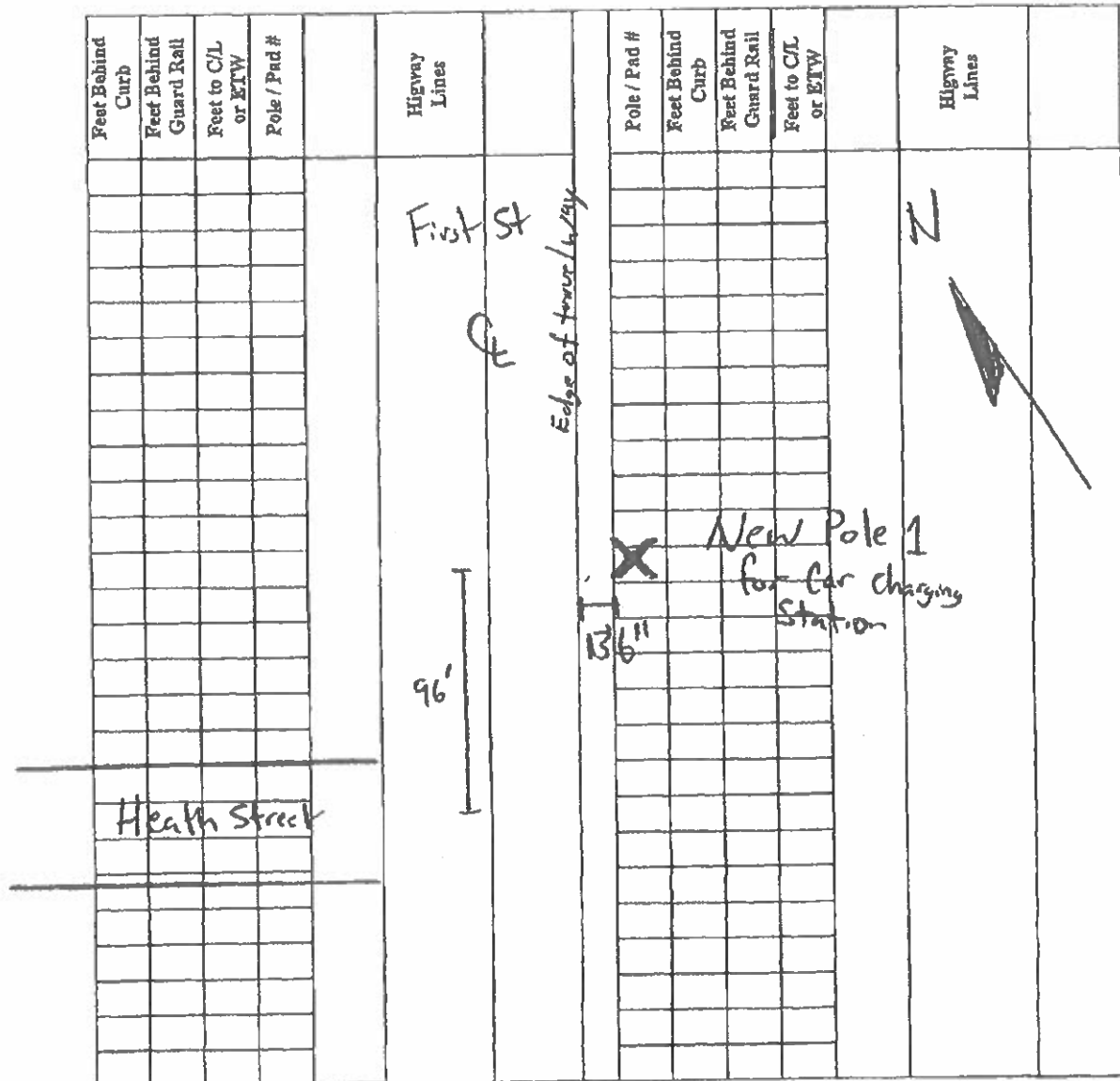
City / Town: Old Orchard Beach

Date: May 27, 2021

Street: First Street

By: Chris Turgeon

Facilities to consist of wood poles and appurtenances with a minimum clearance of wire and cables not less than 21 feet over the public highway, and/or underground facilities to consist of buried cables, conduits, transformers and manholes for operation at 7200 volts to ground single phase. Construction to be suitable for future operation at a voltage not to exceed 22KV to ground single phase. Right-of-way limits indicated are based on the best field information available. Poles/ Pads are staked. For further information call: Chris Turgeon at Central Maine Power Company tel: 207-530-1261 Pole/Pad spans shown are approximate.



Agenda Item #7486

Discussion with Action: Set the public hearing date of August 3, 2021, on proposed Charter amendments to Sections 301: Petition for Overrule of Action of Council and 303: Referendum on Certain Expenditures.

Background:

The reason for these Charter amendments presented are to reflect the current costs for capital projects or construction costs, which can easily exceed \$500,000. The amendment to Section 303 will increase the amount from \$500,000 to \$1,000,000 (Section 303) that will require voter approval. The amendment to Section 301 will increase the amount from \$250,000 to \$500,000 that is subject to overrule of action of the Town Council by petition.

Discussion: Councilor Tousignant requested an explanation for the public. Interim Town Manager explained that this item would be bringing costs up-to-date with capital costs and construction.

Motioned by: Councilor Tousignant

Seconded by: Councilor Kelley

Vote: 5-0

Text of proposed Town of Old Orchard Beach Charter amendments to be placed on the November 2, 2021 election:

1. Shall the municipality approve the charter amendment reprinted below?

Sec. 301. Petition for Overrule of Action of Council.

The following shall be subject to overrule by referendum as follows:

- (A.) All ordinances;
- (B.) Orders or resolves appropriating ~~\$250,000.00~~ 500,000.00 or more for a single capital improvement or piece of capital equipment;
- (C.) Orders or resolves authorizing the issuance of general obligation bonds or notes of ~~\$250,000.00~~ 500,000.00 or more, other than tax anticipation notes, bond anticipation notes and grant anticipation notes.
- ~~(D.) Orders or resolves appropriating \$250,000.00 or more from the Capital Improvement Fund.~~

If within thirty (30) days after the enactment of any such ordinance, order or resolve, on the written petition of a number of voters equal to at least 10% of the number of votes cast in the town at the last gubernatorial election of the Town of Old Orchard Beach is filed with the Town Clerk requesting its reference to a referendum, the Council shall call a public hearing to be held within thirty (30) days from the date of the filing of such petition with the Town Clerk, and shall within fourteen (14) days after said public hearing call a special Town election for the purpose of submitting to a referendum vote the question of adopting such ordinance, order or resolve.

Pending action by the voters of the Town, the referred ordinance, order or resolve shall be suspended from operation until it has received a vote of the majority of the voters voting on said question. An ordinance, order, or resolve defeated at a referendum, shall not be reintroduced for a period of three hundred and sixty-five (365) days from the date of the referendum.

2. Shall the municipality approve the charter amendment reprinted below?

Sec. 303. Referendum on Certain Expenditures.

The Town Council shall submit ~~the following actions~~ to the voters at a regular or special election following one or more public hearings:

- ~~(i) any order or resolve appropriating \$500,000.00 or more for a single capital improvement or for a single item of equipment;~~
- ~~(ii) any order, resolve or ordinance authorizing general obligation bond issues of \$500,000.00~~ 1,000,000.00 or more except for tax anticipation notes, bond anticipation notes and grant anticipation notes.

~~These provisions shall apply whether or not payment for the capital improvements or single item of equipment is to be made in more than one fiscal year.~~

The questions shall be submitted to the voters at the next regular municipal election held not less than thirty-five (35) days after the order, resolve or ordinance is passed, or the Town Council may order that the question be submitted to the voters at a special election to be held not less than thirty (30) days from the date of the order, resolve or ordinance.

Agenda Item #7487

Discussion with Action: Emergency exemption to special event permit process referencing Joseph's-by-the-Sea.

Background:

EMERGENCY EXEMPTION TO THE SPECIAL EVENT PERMIT PROCESS, DIVISION 5 OF THE TOWN OF OLD ORCHARD BEACH CODE OF ORDINANCES

WHEREAS, the Town of Old Orchard Beach has a Special Event permit process, allowing for events on public property, including the beach, per Division 5 of the Code of Ordinances.

WHEREAS, the Special Event Permit process for functions over 25 people requires a 30-day processing time, and permission from the Town Council.

WHEREAS, Joseph's by the Sea had a tragic fire on Monday, July 19th, 2021, and their facilities are unusable for the functions scheduled there.

WHEREAS, the Town Council wishes to assist Joseph's By the Sea and their patrons with Current contracts that were cancelled due to the fire;

WHEREAS, the Town Council wishes to grant administrative approval to the Fire Department, Police Department and the Town Manager to process Special Event Permit applications for any contracts that are currently on the books with Joseph's by the Sea.

WHEREAS, these functions will be allowed on the beach in front of Joseph's by the Sea, with restrictions and permissions as authorized by the Police Chief, Fire Chief, and the Town Manager, or their designees.

WHEREAS, this permission extends to October 31st, 2021.

Motioned by: Councilor Reid

Seconded by: Councilor Blow

Vote: 5-0

ADJOURNMENT @ 7:23pm

Motioned by: Councilor Tousignant

Seconded by: Councilor Blow

Vote: 5-0

EXECUTIVE SESSION

AFSCME Union Contract: Executive Session is to provide guidance to the Town Manager regarding entering into Collective Bargaining Agreements with AFSCME representing Department of Public Works Laborers. (Note: This item discusses labor contract issues related to the AFSCME 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).

Wastewater Employee's Association Union Contract: Executive Session is to provide guidance to the Town Manager regarding entering into Collective Bargaining Agreements with Old Orchard Beach Waste Water Employee's Association representing Water Pollution Control Facility Laborers. (Note: This item discusses labor contract issues related to the Wastewater Employee's Association 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).

Entered into Executive Session @ 7:25pm

Motioned by: Councilor Kelley

Seconded by: Councilor Blow

Vote: 5-0

Exited out of Executive Session @ 8:04pm

Motioned by: Councilor Blow

Seconded by: Councilor Tousignant

Vote: 5-0