TOWN OF OLD ORCHARD BEACH TOWN COUNCIL MEETING Tuesday, June 5, 2018 TOWN HALL CHAMBERS 6:30 p.m.

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, June 5, 2018. Chair Thornton opened the meeting at 6:30p.m.

The following were in attendance:

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

Absent:

CHAIR: We have the addition of two business license permits this evening to be considered under PUBLIC HEARING – BUSINESS LICENSES AND APPROVAL.

MOTION: Councilor Blow motion and Councilor Kelley seconded to add the following to Public Hearing – Business Licenses and Approval.

<u>East Grand Resorts LLC</u> (304-2-5-67-69), 67-69 East Grand Avenue, two (2) seasonal and two (2) year round rentals; and <u>DEC Investments LLC</u> (308-2-9), 28 Washington Avenue, five (5) year round rentals.

VOTE: Unanimous.

ASSISTANT TOWN MANAGER:

In connection with the June 16th Community Friendly Event scheduled from 11:00 a.m. to 4:00 p.m. on Old Orchard Street to which we hope all residents and visitors will visit – let me particularly thank Alan and Albert Mosseri of Brooklyn, New York and owners of 33 Old Orchard Street, for willingly allowing us to use their parking lot for this great event. Our sincere thanks to the Town Clerk, Kim McLaughlin, and all those who supported the Memorial Parade, one of the best in the State of Maine as noted on the news. The enormous amount of participants and the enormous approval of residents and visitors indicate the support that Kim has for this enormous event. Congratulations to OOB365 for another successful Scottish Festival in Memorial Park. Thanks to the Memorial Park Committee and its Chair, Marybeth Robillard, for the work done in the Park and also for the inspiring Illumination Night.

GOOD & WELFARE:

ATTORNEY KEITH RICHARDS_spoke on behalf of Walter and Sharri Murphy of 184 Portland Avenue. He indicated that the business operation of Everlasting & More – 169 Portland Avenue (Debbie MacDonald) is operating in some areas unlicensed and unlawful. He indicated on behalf of his clients he wanted it understood that this is not personal but rather but rather the issue of failure to uphold and apply the rules to all citizens. He asked that enforcement of the unlawful uses be addressed immediately and that a Public Hearing be held by the Town Council as soon

as possible to directly address the issue of due diligence and the enforcement issues that are not being addressed. He indicated that the Murphy's are not the only individuals concerned about the illegal spot zoning. He continued to discuss the non-conforming uses and the need not to give special treatment to some and not to all.

ACCEPTANCE OF MINUTES:

Accept the Town Council Meeting Minutes of May 15, 2018; the Town Council Workshop Minutes of May 15, 2018; and the Town Council Workshop Minutes of May 16, 2018.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Accept the Minutes as read.

VOTE: Unanimous.

PUBLIC HEARING: Handicapped Parking – Pine Avenue

CHAIR: I open the Public Hearing at 6:40 p.m.

Shall we Amend the Town of Old Orchard Beach Code of Ordinances, Section 54-187, Restrictions and Prohibitions, adding a handicap parking spot in front of 12 Pine Avenue?

CHAIR: I close the Public Hearing at 6:40 p.m.

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 5th, 2018 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, Restrictions and Prohibitions, adding Pine Avenue, by adopting the underscored language as follows:

Pine Avenue. There shall be one handicap parking space in front of 12 Pine Avenue (308-1-15).

BUSINESS LICENSES AND APPROVAL:

CHAIR: I open this Public Hearing at 6:45 p.m.

Feghali Homes LLC/Valerie Feghali (104-3-1), 16 Walnut Street, two (2) seasonal rentals; Scott Dickman (207-2-13-408), 161 Saco Avenue, #408, one (1) year round rental; Rita Costa & Robert Perlstein (105A-2-3-15), 15 Pine Valley Drive, one (1) year round rental; Tusharkumar Patel dba/Potvins Quick Stop LLC (211-9-12), 211 Saco Avenue Victualers without Preparation with beer, Wine and/or Liquor – Off Premises; Gehad Badran dba/Cobblestone Grille (306-1-2-4 &5), 1 East Grand Avenue, Units 4 & 5, Victualers with Preparation and No Alcohol Sales; Palace Playland Associates, LLC, (307-1-2), 25 West Grand Avenue, Parking Lot; Las Concessions Inc./Steven Gonthier dba/Slush Factory (307-2-1-L), 1 Old Orchard Street- Palace Playland, Victualers with Preparation and No Alcohol Sales; Margaret Bushey (308-2-7), 86 Atlantic Avenue, one (1) year round rental; Normand G. Trottier (312-5-9) 21 West Old Orchard Avenue, one (1) year round rental; Elaine Kahaner (318-8-6-45), 146 West Grand Avenue, #45, one (1) seasonal

rental; <u>Ananda LLC/Chris M. Chermerka</u> (321-4-2), 5 Ancona Avenue, ten (10) seasonal rentals; <u>Lindsay Mongeon</u> (322-3-7), 35 Massachusetts Avenue, one (1) seasonal rental; <u>H. Robert MacRae</u> (323-8-10), 43 Randall Avenue, one (1) year round rental; and <u>East Grand Resorts LLC</u> (304-2-5-67-69), 67-69 East Grand Avenue, two (2) seasonal and two (2) year round rentals; and <u>DEC Investments LLC</u> (308-2-9), 28 Washington Avenue, five (5) year round rentals.

CHAIR: I close this Public Hearing at 6:48 p.m.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the business licenses as read.

VOTE: Unanimous.

AMUSEMENT PERMITS AND APPROVAL:

CHAIR: I open this Public Hearing at 6:48 p.m.

CHAIR: We wish to consider <u>GFB Scottish Pub LLC dba/GFB Scottish Pub</u> (205-3-1B), 32 Old Orchard Street, DJ & Amplified Live Music – Inside (11:00 a.m. – 12:45 a.m. Owner requesting change in closing hours of entertainment from Midnight to 12:45 a.m.) separately.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to address separately the <u>GFB Scottish Pub LLC dba/GFB Scottish Pub</u> (205-3-1B), 32 Old Orchard Street, DJ & Amplified Live Music – Inside (11:00 a.m. – 12:45 a.m. Owner requesting change in hours of entertainment from Midnight to 12:45 a.m.;)

There was a lengthy discussion by Council of past issues relative to the establishment but it was noted by Chief Kelley that there were three last year but the owner had attempted to keep the noise level down. It was noted that the Motel owner who had appeared at the last license issuance was not in attendance which would appear that there has been a working relationship. The Council did not want to permit the 12:45 a.m. closing but did agree to allow the 12:30 midnight closing of the establishment. Both owners of the establishment spoke about their efforts to make the noise situation more possible and their cooperation with the Police Department. It was indicated by the Council that the permission to go to 12:30 a.m. will be approved with the understanding that if there is one (not three) complaint that is relative and including exceeding the noise ordinance, that the item would come back to the Council.

MOTION: Councilor Blow motioned and Councilor Tousignant seconded to authorize the special amusement permit for the hours of 11:00 a.m. to 12:30 a.m. for operation of the GFB Scottish Pub LLC dba/GFB Scottish Pub (205-3-1B), 32 Old Orchard Street, DJ & Amplified Live Music, with the condition that should there be one (not three) official and substantiated complaints, including exceeding the noise ordinance, that the license would come back to Council for consideration.

VOTE: Unanimous.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to approve Amusement Permits for <u>Duffy's Tavern & Grill OOB Inc. dba/ Duffy's Tavern & Grill-OOB</u> (208-1-6), 168 Saco Avenue, Music, Comedy Inside – 11:00 a.m. – 12:00 a.m. and <u>The Beachwood dba/The Beachwood</u> (307-1-4), 29 West Grand Avenue, DJ, Guitar, Karaoke – Outside – 11:00 a.m. – 10:00 pm.

VOTE: Unanimous.

CHAIR: I close this Public Hearing at 7:05 p.m.

TOWN MANAGER'S REPORT:

The Town Manager reported that we are having a very difficult time filling lifeguard positions for this summer. At this time we have only half of the desired number of twenty-two (22). As a result the Fire Department will be reducing the coverage areas by one-half from thirteen (13) locations to seven (7). The following locations will be staffed: Walnut – Cortland Avenue/Surf 6, Old Orchard Street/Pier, Fourth Street/Brunswick, Atlantic Avenue, Union Avenue, Temple Avenue/Ocean Park. These locations will not be staffed – Parcher Avenue/Grand Beach Inn, Friendship, Mullen Street/Alouette, Boisvent Street, Casablanca, Reggio Avenue, Tioga Avenue. Some of these have not been staff since 2017. Welcome to Mike Casasanto who has started work as a Custodian. He will work at both the Town Hall and the Police Department. Mike has really hit the ground running and we are very happy to have him. He is doing an outstanding job. We have offered the position of CEO (previously held by Dan Feeney) to Rick Haskell. Rick has been working for us part-time in the position that we share with the City of Saco. Rick's background is as an electrical contractor who owned his own business for many years. In the six months that he has worked part time for us he has proved to be a quick study, impressing staff in both Saco and Old Orchard Beach. Rick holds all of the required State Code Certifications. He will begin working in his new position on June 11th. We plan advertising the shared Saco position so that we can replace the 20 hours that Rick has been working. Signs of summer are that reserve officers have started. J-1 students are visible in Town. Campgrounds are getting busy as is downtown. Plovers are active on the beach. There is a nesting pairs in several locations including Walnut Street area. York Street, and just the Brunswick. Appeal to dog owners in particular. The Town is anticipating delivery in the next two to three weeks of the portable restroom unit that will be located on Union Avenue near West Grand Avenue. The rest rooms will be open during daylight hours. OOB joined six other coastal municipalities in contracting with Ransom Engineering to prepare a study and analysis of FEMA's proposed flood maps that will soon make changes to the flood elevation maps in York and Cumberland Counties. Ransom Engineering recently gave an update to the seven towns on its work to date. Once FEMA formally releases the new flood maps Old Orchard Beach will utilize Ransom to file an appeal of the methodology used by FEMA. It is Ransom's opinion that FEMA's approach is scientifically incorrect and that there is more accurate methodologies that could have and should have been used to establish base flood evaluations. We have posted the presentation summary on the Town's web site and the Town Manager would encourage property owners from East and West Grand Corridor and all of Ocean Park to visit the website and review the Ransom presentation. Go to the Code Enforcement Department page and click on FEMA flood maps, then appeal information and look for the FEMA Appeal Phase 1 update from May, 2018. There are a lot of technical references and it is slow going, but the conclusion is that Ransom believes that the Town has a very good basis for an appeal that would lower the proposed base flood elevations for most locations in Town. We are still waiting formal release of the maps before the Town is able to proceed with an appeal. Once the maps are released we will make that information available to affected property owners. On Thursday June 14 there will be a ribbon cutting ceremony to celebrate the new Museum in the Streets program that will debut this summer. MITS will feature information panels throughout the downtown and in Ocean Park showcasing the rich history of our Town. The ceremony will take place at the corner of Milliken Street and Old Orchard Street at 5:30 p.m. We invite all to attend.

NEW BUSINESS:

7163 Discussion with Action: Accept the bid from RHR Smith & Co., 3 Old Orchard Road, Buxton, Maine, for the Fiscal Year ending June 30, 2018, in the amount of \$18,000, with an option to extend for an additional two (2) years at the same annual fee; from Account Number 20101-50303 – Audit Services Expense, with a projected FY2019 budget of \$20,000.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Accept the bid from Accept the bid from RHR Smith & Co., 3 Old Orchard Road, Buxton, Maine, for the Fiscal Year ending June 30, 2018, in the amount of \$18,000, with an option to extend for an additional two (2) years at the same annual fee; from Account Number 20101-50303 – Audit Services Expense, with a projected FY2019 budget of \$20,000.

VOTE: Unanimous.

Town of Old Orchard Beach



Treasurer - Finance Director OOB Town Hall 1 Portland Avenue OOB, ME 04064 Diana H. Asanza Telephone: (207) 937-5622 Fax: (207) 937-5722 Email: dasanza@oobmaine.com

May 30, 2018

TO:

Larry S. Mead, Town Manager

FROM:

Diana H. Asanza, Treasurer - Finance Director

RE:

Audit Services RFP

Larry,

As you know we recently went out to bid for audit services since the current contract with RHR Smith & Co. expires June 30, 2017. I also believe it is a good practice to periodically go out to bid for audit services to ensure a "fresh look" at the Town's standard operating procedures and internal control measures to ensure objectivity. We received two bids -1) RHR Smith & Co., and 2) Macpage, LLC.

The RFP required the following information from responsive bidders:

- · The audit firms approach to the annual audit.
- Their audit teams qualifications and experience
- The firms qualifications and experience and references
- Accessibility that the Audit firm will be able to provide the Town
- · Compensation for two options Option for one year and Option for three years

Both firms provided all of the required information as requested in the RFP, and their approach to completing the audit is very similar. Each firm has qualified personnel – RHR Smith & Co listed five (5) CPA's and an overall team of thirty (30) employees. Macpage LLC has nine (9) CPA's and an overall team of eighteen (18) employees. I received positive feedback from the references that were provided for each firm.

The annual compensation is as follows:

RHR Smith & Co

- Year 1 \$18,000
- Year 2 \$18,000
- Year 3 \$18,000

Macpage LLC

- Year 1 \$25,000
- Year 2 \$26,000
- Year 3 \$27,000

For the last 5 years we have contracted with RHR Smith & Co., for the annual audit from fiscal year 2012 to fiscal year 2017. The first audit that I experienced was difficult for several reasons: 1) recent turnover in the Finance office, 2) By the time I was hired December 2012 the audit for fiscal year ending June 30, 2012 had not been completed, and 3) it was RHR Smith's first audit engagement with the Town. With all of these obstacles RHR Smith & Co., was able to produce accurate financial statements and identify areas of improvement to address in the future. Overall, RHR Smith & Co., has done a good job relative to

producing accurate financial statements, however over the last two years it has been difficult for them to meet timely deadlines when producing the final audit document. This has been a concern for me when deadlines aren't met.

There are two schools of thought and numerous debates on audit firm rotation vs. audit partner rotation. When switching audit firms it is known that a new firm will have a significant learning curve familiarizing themselves with the Town's accounting system and daily operating procedures. This can result in a higher fee, which is evident based on the bid prices received for this RFP. Another option without changing audit firms is an audit partner rotation which can provide the needed "fresh look" to ensure objectivity without the learning curve that a new firm will have understanding the Town's procedures and accounting system setup. Based on these areas, I am recommending that the Council award the contract for one year to RHR Smith & Co. for the fiscal year 2018 audit at \$18,000 with the requirement of rotating audit partners for a "fresh look" to ensure objectivity and with a commitment of meeting a timely deadline for finalizing the fiscal year 2018 audit.

Sincerely

Diana H. Asanza,

Treasurer - Tax Collector



May 11, 2018

V. Louise Reid, Assistant Town Manager Town of Old Orchard Beach 1 Portland Avenue Old Orchard Beach, Maine 04064

Dear Ms. Reid:

Thank you for giving us the opportunity to submit the following proposal to perform the audit of the Town of Old Orchard Beach. The information you requested about our firm, our qualifications and the services we provide are enclosed.

We propose to audit the financial statements of the Town of Old Orchard Beach for the years ending June 30, 2018, through and including June 30, 2020. We will conduct the audit in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, Government Auditing Standards, issued by the Comptroller General of the United States, and if necessary, the Single Audit Act Amendments of 1996 (if applicable), the provisions of the Uniform Guidance, and other auditing standards applicable to state and local governments.

RHR Smith & Company specializes in governmental audits, serving municipal, county and tribal governments, as well as schools, housing authorities, sewer and water utilities, and nonprofit corporations with a high concentration of these audits in Maine and Vermont. We are equipped with a dedicated team specializing in non-profit auditing and accounting services tasked to address industry-specific objectives. Our unique and innovative approach allows us to build client relationships based on a shared understanding of your entire organization and its needs. We take the time to get to know our clients, making the audit report an important part of organizational education and improvement. Selecting RHR Smith & Company as your independent auditing firm gives you access to talented, experienced professionals who will meet all of your audit and accounting needs and become valuable resources to the Town of Old Orchard Beach.

Please do not hesitate to call if you have any questions about this proposal and our services. I can be reached at the office in Buxton at (800) 300-7708. We welcome the opportunity to meet with you and your staff.

Very Best,

Ronald H.R. Smith, CPA, CFE Managing Partner

Town of Old Orchard Beach

Request for Proposal - Audit Services - continued

OFFICIAL BID RESPONSE FORM

In accordance with the Request for Proposals, Instructions, and General Conditions to Bidders, Specifications, and Official Bid Form, all of which we recognize as part of the AUDIT SERVICES PROPOSAL, we hereby submit the following:

OPTION 1

Annual Audit	Bid Price
FYE June 30, 2018	\$18,000

OPTION 2

Town of Old Orchard Beach, ME

Annual Audit	Bid Price
FYE June 30, 2018	\$18,000
FYE June 30, 2019	\$18,000
FYE June 30, 2020	\$18,000
Total Three-Year Bid Price	\$54,000

Auditing Firm Name	RHR Smith & Company, CPA's
Authorized Signature	MAT
Printed Name	Ronald H.R. Smith, CPA, CFE
Position	Managing Director
E-mail Address	rsmith@rhrsmith.com
Date	May 11, 2018

Published on April 12, 2018

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AUDIT SERVICES PROPOSAL: ORIGINAL

TOWN OF OLD ORCHARD BEACH, MAINE

PROPOSAL ON AUDIT SERVICES

MAY 3 2018

PREPARED BY:
CHRISTIAN A. SMITH, CPA, CFE
PRINCIPAL
MACPAGE LLC
30 LONG CREEK DRIVE
SOUTH PORTLAND, ME 04106
207-523-3354 | DIRECT
207-671-5306 | CELL
207-774-7835 | FAX
CAS@MACPAGE.COM

MACPAGE.COM





Accessible Approachable Accountable

May 3, 2018

V. Louise Reid, Assistant Town Manager 1 Portland Avenue Old Orchard Beach, Maine 04064

Dear Ms. Reid,

Thank you for the opportunity to present our proposal to provide audit services for the Town of Old Orchard Beach ("the Town") for the fiscal years ending June 30, 2018, 2019 and 2020. The Town will be an important client for Macpage LLC ("Macpage" or the "Firm"), commanding priority service by our team to ensure that projects are completed efficiently and reports are issued timely. Our attached proposal outlines our Firm's qualifications, approach and relevant experience.

The Town would command priority service from the entire engagement team and benefit from: our thorough knowledge of your operations, broad industry expertise, immediate accessibility to assist with your questions and issues as they arise, an established awareness of how to minimize disruption to your daily routine and timely delivery of the financial statements.

We believe our Firm is highly qualified, which will allow us to provide the best service to the Town of Old Orchard Beach because:

- We are a member of the AICPA's Government Audit Quality Center, which ensures that we adhere to the highest quality standards necessary to provide audit services to municipalities;
- Our Firm services a wide range of governmental clients and our team of governmental audit experts has
 developed a comprehensive base of knowledge to benefit our clients;
- Your engagement will be staffed with a principal a manager and a senior associate all of whom will be
 present during fieldwork. We will continue to staff your engagement with the same personnel each year
 to ensure continuity, quality and efficiency.

We agree to meet the audit specifications outlined in the Request for Proposal. We believe that the following proposal demonstrates our commitment to you to provide you with the highest quality and responsive service that you expect. If you need any further information about our Firm, personnel or services, please contact me at (207) 523-3354, or by e-mail at cas@macpage.com. Thank you again for this opportunity.

Very truly yours,

Christian A. Smith, CPA, CFE, Principal



Town of Old Orchard Beach

Request for Proposal - Audit Services - continued

OFFICIAL BID RESPONSE FORM

In accordance with the Request for Proposals, Instructions, and General Conditions to Bidders, Specifications, and Official Bid Form, all of which we recognize as part of the AUDIT SERVICES PROPOSAL. we hereby submit the following:

OPTION 1

FYE June 30, 2018	\$ 25,000
Annual Audit	Bid Price

OPTION 2

Annual Audit	Bid Price
FYE June 30, 2018	\$ 25,000
FYE June 30, 2019	\$ 26,000
FYE June 30, 2020	\$ 27,000
Total Three-Year Bid Price	\$ 78,000

Authorized Signature

Authorized Signature

Printed Name

Christian A. Smith, CPA, CPE

Position

Principal

E-mail Address

cas@macpage.com

Date

May 3, 2018

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7164 Discussion with Action: Accept the Agreement for Fiscal Advisory Services for the Town of Old Orchard Beach from Unibank Fiscal Authority Services, Inc., for a period of three (3) years beginning July 1, 2017 and ending June 30, 2020; from Account Number 20105-50403 – Consulting/Financial Advisory Services, with a balance of \$2,500; and a projected FY19 balance of \$4,500, upon the adoption of the FY19 Budget.

BACKGROUND: The attached agreement needs to be renewed for the Town's financial advisory services. It expired June 30, 2017 and the only function they performed this year was to file the Town's annual official disclosure for year-end June 30, 2017, to meet the Municipal Securities Rulemaking Board (MSRB) requirements. The next filing will be done during the FY19 budget year for the Town's annual official disclosure for year-end June 30, 2018. This contract will run from July 1, 2017 to June 30, 2020.

MOTION: Councilor Blow motioned and Vice Chair Tousignant seconded to Accept the Agreement for Fiscal Advisory Services for the Town of Old Orchard Beach from Unibank Fiscal Authority Services, Inc., for a period of three (3) years beginning July 1, 2017 and ending June 30, 2020; from Account Number 2015-50403 – Consulting/Financial Advisory Services, with a projected balance of \$5,000 upon the adoption of the FY19 Budget.

VOTE: Unanimous.

MUNICIPAL ADVISORY AGREEMENT

Town of Old Orchard Beach Maine

July 1, 2017

MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the "Agreement") is entered into between the Town of Old Orchard Beach, Maine (the "Issuer") and UniBank Fiscal Advisory Services, Inc., in Whitinsville, Massachusetts (UFASI).

ARTICLE I Appointment of UFASI as Municipal Advisor

Section 101. Appointment. The Issuer hereby appoints UFASI as Municipal Advisor ("Municipal Advisor"), with respect to the authorization, sale, and delivery of all or any general obligation bonds, notes and other certificates of indebtedness (the "Securities") of the Issuer.

Section 102. Acceptance. UFASI accepts its appointment, and agrees to act as Municipal Advisor and to provide the herein described services.

Section 103. Compensation. As compensation for UFASI's services as Municipal Advisor the Issuer hereby agrees to pay UFASI the fees and amounts for Advisory services set forth in the Addendum to the Municipal Advisory Agreement (the "Fee Schedule") hereto attached for the time period indicated on such Fee Schedule, after which the Fee Schedule shall be subject to change and modification by UFASI, provided that UFASI has notified the Issuer at least 90 days prior to the close of the fiscal year of the Issuer of any such proposed changes and modifications. Unless either the Issuer or UFASI exercises its option of termination as provided for in Section 601 of this Agreement or unless UFASI agrees to further modify or withdraw the proposed changes and modifications, said modified fee schedules shall become effective upon the first day of the fiscal year of the Issuer following the date of notification. A modified or a new substitute fee schedule shall be furnished to the Issuer.

Unless other arrangements are agreed to by both UFASI and the Issuer, the Issuer shall pay the fees and amounts contained in the attached Fee Schedule, or in the substitute or modified schedules then in effect, within 30 days of receipt of a bill detailing the services provided.

Section 104. Out of Pocket Expenses. The Issuer agrees to reimburse UFASI for all reasonable expenses, disbursements and advances incurred or made by UFASI in accordance with any of the provisions hereof, including advances made by UFASI to paying agents, bond counsel, rating agencies, printers and other vendors on behalf of the Issuer, as provided for in Section 211 hereof.

ARTICLE II Description of Municipal Advisory Services

Section 201. Planning and Authorization. Upon request of the Issuer, UFASI shall provide estimates of gross and net costs of various financing plans under consideration for capital projects, including tax impact projections for general debt and revenue analysis for enterprise departments. When appropriate, UFASI shall suggest alternative financing methods, including (but not limited to) revenue-backed financing, borrowing under special legislation and tax-exempt leasing. UFASI, working in conjunction with bond counsel or other counsel to the Issuer, shall provide recommended forms of loan orders, warrant articles and borrowing loan resolutions and votes of the authorizing body and shall be available to answer any inquiries of the authorizing body at, or prior to, the time the financing plan is to be considered. When appropriate, UFASI shall make recommendations as to the content, and oversee the drafting by counsel, of special legislative acts for financing of the Issuer. Once the borrowing resolution has been voted by the authorizing body, UFASI may assist, as requested, through its attendance at meetings and hearings and as otherwise appropriate, the Issuer in obtaining required approvals, if any, of state and federal agencies and boards.

Section 202. <u>Preparation of Bond and Note Official Statements</u>. UFASI shall assist the Issuer in preparation of an official statement to be distributed to potential bond or note purchasers, as applicable, containing such information and in such format as typically provided in such official statements. In rendering such assistance UFASI does the following, subject to the provisions of Article III:

Receives information concerning the Issuer from officials of the Issuer and from official or other records of the Issuer directly or indirectly by means of established data banks;

Recommends to the Issuer the types of other information concerning the Issuer available from other governmental sources appropriate to be included in the Official Statement and assists the Issuer by obtaining such information from such other sources;

Using such information, prepares a draft Official Statement for the bond issue, provided that the Issuer may prescribe the format in which certain information supplied by the Issuer is presented in the Official Statement; and

Reviews the draft Official Statement (including, without limitation, the sources of the information therein) with the officials of the Issuer who will be attesting to the accuracy and completeness of the information contained therein in the final Official Statement.

Section 203. Credit Analysis and Ratings. UFASI shall analyze the over-all credit condition of the Issuer, including the probable impact of any potential financing plan on the credit rating of the Issuer. As applicable, UFASI shall make credit comparisons with other municipalities of similar size, geographic location and socio-economic structure when appropriate and shall suggest methods by which perceived credit weakness can be improved and strengths highlighted. UFASI shall meet, or engage in discussions, with municipal rating agencies to review the Issuer's economic and financial condition and financing plans. When appropriate, UFASI shall arrange for meetings with municipal officials and rating agency personnel. UFASI shall assist the Issuer in making preparations for such meetings.

Section 204. Credit Enhancements. UFASI shall make recommendations as to the appropriateness of municipal bond insurance for an offering, including providing comparisons of premium costs and interest savings. UFASI shall take into consideration the requirements for insurance and the likelihood that a particular offering would qualify. When appropriate, UFASI shall arrange for meetings between municipal officials and bond insurers and assist in preparation of presentation material for such meetings. UFASI shall also make recommendations as to the appropriateness of other forms of credit enhancements that might be available to the Issuer, including (but not limited to) the pledge of state aid or enterprise revenue to pay debt service and the utilization of lines of credit or letters of credit as a backing for particular securities, and shall negotiate with the providers of said credit enhancements on behalf of the Issuer.

Section 205. Structuring and Marketing of Securities. UFASI shall advise on the structuring of loans, including multiple purpose issues. Such advice would take into consideration market acceptance, borrowing rates, tax impact, impact on sewer and water rates, etc. and future borrowing needs and would include recommendations regarding timing and make-up, call, and put provisions. UFASI shall apprise the Issuer of the then current status of the municipal bond market as it relates to the timing of sales, terms of borrowing and varying issue amounts. UFASI shall make recommendations as to the method of sale, i.e. competitive bid, negotiated underwriting or private placement, taking into consideration such factors as issuing expense, market acceptance and interest rates. UFASI shall advise on proper method of advertising a particular offering, including advice as to publication of the notice of sale in the Bond Buyer or other newspaper and recommendations as to physical or electronic distribution of the Official Statement. UFASI shall facilitate investor relations for the Issuer as appropriate.

Section 206. <u>Cash Flow Analysis</u>. UFASI shall provide assistance in the development of cash flows for borrowings in anticipation of bonds, revenues and grants and the expenditure of permanent bond proceeds showing anticipated monthly receipts and payments and the amounts available for investment. Upon request, UFASI shall suggest and monitor investment programs to maximize the investment of temporary loan proceeds prior to their utilization and of available bond proceeds during the construction of a capital project.

Section 207. Continuing Disclosure. UFASI shall assist the Issuer in complying with amendments to Securities and Exchange Commission Rule 15c2-12 (the "Rule") regarding continuing disclosure. These services shall include assisting the Issuer in compiling and filing annual financial information statements after the end of each fiscal year, and filing audited financial statements when they become publicly available, in accordance with the Issuer's continuing disclosure agreement(s), and in filing in a timely manner any notice of occurrence of material events, as defined in the Amendments to the Rule. Such annual financial information statements, audited financial statements and material event notices, as applicable, shall be filed with the Municipal Securities Rulemaking Board's EMMA website, or with the then appropriate information repository as required in the Issuer's continuing disclosure agreement(s). UFASI shall provide this assistance for each fiscal year during which the Issuer is required to comply with the provisions of the Rule, or until the Issuer notifies UFASI in writing, at least thirty days before the beginning of the fiscal year, that the Issuer will use alternative means for compliance with the Rule.

Section 208. <u>Compile Legal Transcript.</u> UFASI shall function as liaison between the Issuer and its Bond Counsel in compiling the legal documentation for the issuance of securities and shall maintain the official legal transcript for the authorization and issuance of debt as long as the securities are outstanding.

Section 209. Facilitate Bidding and Award. UFASI shall facilitate the bidding process for bond and note issues sold competitively by preparing and publishing a notice of sale, accepting bids as appropriate (subject to the constraints described in Section 801 herein), and analyzing and verifying each bid received in accordance with provisions of the notice of sale. Within a reasonable time thereafter, UFASI, in conjunction with Bond Counsel, shall provide a complete listing of bids received, detail of the winning proposal and a suggested vote of award by appropriate municipal officials.

Section 210. <u>Prepare and Deliver Securities</u>. UFASI shall make, or arrange for, the physical preparation of securities for their execution by municipal officials, including assignment of CUSIP ("Committee on Uniform Securities Identification Procedures") identification numbers where appropriate. UFASI shall arrange for execution of securities and closing documents by municipal officials, procurement of bond counsel legal opinion, delivery of securities in Boston, New York or other financial center and payment by purchaser.

Section 211. Coordinate Vendors. As agent for the Issuer, UFASI shall arrange for outside vendors, as appropriate to the issuer and the transaction, such as paying agent, financial printer, bond counsel, verification agent, or other service deemed necessary.

ARTICLE III Reliances of UFASI

Section 301. Reliance on Documents, Etc. UFASI may conclusively rely, as to the truth and correctness of, documents and records furnished, statements made, and other information provided, by the Issuer. UFASI does not, and is not obligated to, make an independent investigation or verification of the information received by UFASI from officials or records of the Issuer of information obtained from other sources which was prepared by the Issuer or from governmental sources.

Section 302. Accounting Principles. Unless the Issuer shall give other written instruction, the Official Statements to be prepared by UFASI under Section 202 of this Agreement shall present information

taken from or consisting of reports or records of the Issuer in the form received from the Issuer or in the form taken from such reports or records, it being understood that the Issuer operates under accounting principles established under applicable state law, that these principles may differ in some respects from generally accepted accounting procedures as promulgated by the Governmental Accounting Standards Board and that UFASI does not, and is not obligated to, adjust or restate any such financial reports to conform to such generally accepted accounting procedures.

Section 303. Material Facts. It shall be the Issuer's responsibility to advise UFASI of, and not UFASI's responsibility to determine, any facts which may affect any of the financial information included in the draft Official Statement prepared by UFASI under Section 202 of this agreement which may materially affect the future financial operations of the Issuer and which therefore should be included in the Official Statement. It is understood and agreed that as between the Issuer and UFASI, the Issuer is ultimately responsible for assuring that the Official Statement does not contain any untrue statement of a material fact and does not omit to state a fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading.

ARTICLE IV Indemnity and Standard of Care

Section 401. <u>Indemnity.</u> The Issuer hereby agrees to indemnify UFASI for, and hold it harmless against, any loss, liability, assessments or expense (including reasonable counsel fees) incurred or assessed arising out of or in connection with its acceptance, administration or performance of its duties hereunder, except such as may arise from UFASI's own bad faith or negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 402. Standard of Care. UFASI shall act in good faith and exercise reasonable care in carrying out the provisions hereunder and shall be liable for its own bad faith, negligent action or negligent failure to act. UFASI may apply for and obtain the advice and opinion of counsel to the Issuer or its own counsel with respect to questions of law and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice or opinion.

ARTICLE V Paying Agency Services

Section 501. Pay Principal When designated the Paying Agent on Note issues, UFASI shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, make arrangements to pay on behalf of the Issuer the principal of notes at their stated maturity dates or acceleration dates, to the holder upon surrender of the note to UFASI at the principal office of UniBank For Savings, Whitinsville, Massachusetts

Section 502. <u>Pay Interest.</u> When designated the Paying Agent on Note issues, UFASI shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, make arrangements to pay on behalf of the Issuer the interest on notes when due, by computing the amount of interest to be paid each holder, and forwarding payment via either check or money transfer as requested by the holder.

ARTICLE VI Termination

Section 601. <u>Termination of Municipal Advisor Agreement</u>. This Agreement shall remain in effect until terminated upon 60 days prior written notice by either party or with lesser notice by mutual consent.

ARTICLE VII

Section 701. Amendment. This Agreement may be amended, at any time and from time to time, by, and only by, an agreement in writing signed by both of the parties hereof.

Section 702. Binding Effect, Waiver and Severability Clause. The terms, covenants and conditions contained herein shall apply to and be binding upon the legal representatives, successors and assigns of the parties hereto. The waiver of one breach of any term, condition, covenant, obligation or agreement shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof. If any provision of this agreement or portion thereof or the application thereof to any person or circumstance is held to be invalid, the remainder of the agreement or of such provision and the application thereof to other persons or circumstances shall not be affected thereby.

Section 704. Governing Law. This Agreement is subject to applicable federal, state, and local laws.

ARTICLE VIII

Section 801. <u>Disclosures</u>. Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of UFASI and its associated persons.

Section 802. Conflicts of Interest.

- a. UFASI is a financial advisory and consulting firm serving local governments in New England. UFASI is a wholly-owned subsidiary of UniBank for Savings ("UniBank"), and is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- b. UniBank has a Government Banking group that is separate and distinct from UFASI. Any relationship that the Issuer has with UniBank or any UniBank affiliate other than UFASI, including any services or products provided, should be considered distinct from the relationship that UFASI has with the Issuer and the same duties do not apply.

- c. To the extent that any funds of the Issuer are deposited in an account at UniBank, the interest rates and other terms applicable to those funds, including terms governing timing of deposits and withdrawals, shall be the standard terms set by UniBank for all its customers in like circumstances. Similarly to the extent that UniBank sells any products to the Issuer, such as UniPay Gold, UniBank may set terms as it would for other clients in similar circumstances.
- d. The compensation of UFASI employees is based in part on UniBank's financial performance and its satisfaction of financial targets.
- e. If legally permitted to do so, UniBank may and likely will bid on notes issued by the Issuer. In such cases, UniBank's interests in securing the best possible terms on the notes and obtaining as much information as it can on the notes and on the Issuer may be in conflict with the interests of the Issuer. UFASI shall take all reasonable steps to ensure that UniBank does not receive any advantage over other bidders on the notes.
- f. UFASI represents that in connection with municipal advisory transactions, UFASI may receive compensation from the Issuer for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. This conflict of interest will not impair UFASI's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the issuer.
- g. Aside from banking services provided by UniBank, UFASI does not have any affiliate that provides any advice, service, or product to or on behalf of the Issuer that is directly or indirectly related to the municipal advisory activities to be performed by UFASI.
- UFASI has not made any payments directly or indirectly to obtain or retain the Issuer's municipal advisory business.
- UFASI has not received any payments from third parties to enlist UFASI's recommendation to the Issuer of its services, any municipal securities transaction or any municipal finance product.
- UFASI has not engaged in any fee-splitting arrangements involving UFASI and any provider of investments or services to the Issuer.
- k. Aside from the contingent compensation noted above, UFASI does not have any other conflicts of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions for the Issuer as to which UFASI is providing advice.
- UFASI does not have any other engagements or relationships or interests that might impair USFAI's ability either to render unbiased and competent advice to or on behalf of the Issuer or to fulfill its fiduciary duty to the Issuer, as applicable.
- m. UFASI does not have any legal or disciplinary event that is material to the Issuer's evaluation of the municipal advisory or the integrity of its management or advisory personnel.
- n. There are no other actual or potential conflicts of interest that UFASI is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer. If UFASI becomes aware of any potential conflict of interest that arises after this disclosure, UFASI will disclose the detailed information in writing to the Issuer in a timely manner.

Section 803. <u>Legal Events and Disciplinary History</u>. UFASI does not have any legal events and disciplinary history on its Form MA and Forms MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer

complaints, arbitrations and civil litigation. The Issuer may electronically access UFASI's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Please be aware that a Municipal Advisory Client Brochure is posted on the website of the MSRB and describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority. We encourage you to go to the MSRB's website and review the brochure. You can visit the MSRB's website at http://www.msrb.org.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the day and year first above written.

Town of Old Orchard Beach, MA	UniBank Fiscal Advisory Services, Inc.
By:Authorized Officer	By: June of Joseph Authorized Officer
Date:, 2018	

ADDENDUM TO MUNICIPAL ADVISORY AGREEMENT FEE SCHEDULE

Between the Town of Old Orchard Beach, Maine and UniBank Fiscal Advisory Services, Inc. ("UFASI"), Whitinsville, Massachusetts, for the period of July 1, 2017 through June 30, 2020.

Municipal Advisory Services for Municipal Bonds:

\$5,000 per issue plus \$2.00 per thousand of the par amount issued up to \$5,000,000 and \$1.25 per thousand thereafter

Minimum fee – \$15,000 Maximum fee – subject to negotiation

Additional fees (not to exceed \$10,000) are subject to negotiation for issues including more than five debt authorizations and for current and advance refundings.

Municipal Advisory Services for Municipal Notes issued with full disclosure, rating and legal opinion:

\$5,000 per issue plus \$1.00 per thousand of the par amount issued up to \$5,000,000 and \$0.50 per thousand thereafter

Minimum fee – \$7,500 Maximum fee – subject to negotiation

Municipal Advisory Services for Municipal State House Loan Notes:

Except as noted below, UFASI services include bid solicitation, receipt of bids as appropriate (subject to the constraints of Section 801 herein), sale results dissemination, note preparation, preparation of supporting documents, filing the 8038 with the IRS, one standard Federal Express mailing, and paying agent services as applicable.

When UFASI prepares the note: \$550 per issue for a temporary loan; \$1,100 for a multi-year Permanent State House Loan.

Issuer elects to prepare the note: \$400 per issue.

Other Professional Consulting Services:

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

Such services may include, but are not limited to:

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

Continuing Disclosure:

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

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

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

Filing of material events notice: \$100 per notice

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

Administrative fee for public offering of securities:

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

Bond issues: \$75.00 Note issues: \$37.50

Expenses Reimbursed by Issuer:

Out	of	pocket	expenses	as	applicable,	including	overnight	mailing	charges	and	travel	outside	of
Mas	sacl	usetts.											

Accepted:		
•		
Date:		

7165 Discussion with Action: Set the Public Hearing date of June 19, 2018 to amend the Code of Ordinances, Chapter 54, Section 54-187, Restrictions and Prohibitions, Winona Avenue, by changing the parking on Winona Avenue on the left-hand side facing the ocean to no parking.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Set the Public Hearing date of June 19, 2018 to amend the Code of Ordinances, Chapter 54, Section 54-187, Restrictions and Prohibitions, Winona Avenue, by changing the parking on Winona Avenue on the left-hand side facing the ocean to no parking.

VOTE: Unanimous.

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 19th, 2018 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, Restrictions and Prohibitions, amending Winona Avenue, by adopting the underscored language and deleting the strikethrough language as follows:

Winona Avenue. Diagonal parking shall be allowed on the south side (right side facing the ocean), and there shall be no parking parallel parking shall be allowed on the north side (left side facing the ocean) of Winona Avenue from Seaside Avenue to the seawall.

7166 Discussion with Action: Accept the quote from Kone Cranes for the purchase of two (2) Hoists for the Wastewater Department, in the amount of \$14,255; from Account Number 20161-50330 – Wastewater Equipment Replacement, with a balance of \$25,423.

BACKGROUND:

The Wastewater Department requested the replacement of two (2) Hoists in the FY18 budget as part of Account Number 20161-50330. One of the proposed replacements is a Hoist at the facility which was originally installed in 1985. The Hoist has needed repair and the parts are becoming harder to find. The other Hoist is at West Grand Pump Station and was also installed in 1985. Wastewater received the following two bids:

KONECRANES \$14,255.00 COASTAL EQUIPMENT 19,477.00

The Water Water Superintendent is requesting approval for the \$14,255 bid from Kone Cranes.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the Accept the quote from Kone Cranes for the purchase of two (2) Hoists for the Wastewater Department, in the amount of \$14,255; from Account Number 20161-50330 – Wastewater Equipment Replacement, with a balance of \$25,423.

VOTE: Unanimous.

QUOTATION



Quote # 1-Z2B9DOF Version 2 Quote Date: May 17, 2018

1-76328806631	Algeria e a e a porto de la
Monorail system - 1 troller	electric chain hoist
Business Location	Town of Old Orchard Beach
Man Zin Lili	24 Manor St
	Ocean Park
Contact	Chris White
	207-934-4416
	cwhite@oobmaine.com

Town of Old Orchard Beach

Name: _

Equipment Rental

Risk	Recommendation	Code	Description	Fault	Comments	USD
		1-76328806631	Monorail system - 1 trolley		West Grand Pump Station.	5,192.00
ALTERNATION OF THE PROPERTY OF			electric chain hoist		Replace 2 ton Yale electric chain hoist & manual trolley with Konecranes 2 ton CLX electric chain hoist & manual trolley.	1744
					1-76328806631	5,192.00

Date:	
	Total for all assets 14,255.00
Comments	
Travel	Travel is included in price. Plan would be for 2 guys for 1 day to do both hoists. Shipping of hoists is extra (would be 2 separate pallets, so estimate \$400 total).
Equipment Rental	Equipment rental is included in price. For the Process Bldg, we would have our forklift transported to & from your facility. For West

Grand, we will be renting a hand crank "duct lift".

This quotation, proposal or offer is subject to and incorporates as if fully rewritten herein the Seller's Standard Terms and Conditions of Sale (Service) (Revision 08.01.2016), a $copy\ of\ w\ hich\ is\ attached\ here to\ or\ is\ av\ allable\ at\ http://w\ w\ w\ . kone cranes USA. com\ or\ upon\ request\ of\ Buy\ er.$

For each Asset listed above, please indicate your acceptance of the corresponding quotation by taking any of the following actions: (a) placing your signature in the signature block immediately below the Asset indicated; (b) issuing a verbal or written purchase order, work order, or other similar orderfor the goods and/or services contemplated herein; or (c) giving verbal or written authorization to Konecranes to proceed with the performance of the services and/or delivery of the goods contemplated herein.

QUOTATION



Quote # 1-Z2B9DOF Version 2 Quote Date: May 17, 2018

Cuctomer	

Customer	Town of Old Orchard Beach		
Location	24 Manor St Ocean Park	телева под телена поста и отброго ченер пориодили, порежений дело по история в поста по поста по поста в пода Стата под телена поста по пост	оновить повет в повети в повети в разгромет по пред доветуть и домного сов довенно набрая щого из ставления подерит в поделе
Customer Contact	Chris White 207-934-4416 cwhite@oobmaine.com	Konecranes Contact	Jon Hentz (207) 615-0535 jon.hentz@konecranes.com
Offer Valid Until	заполности по предоставления по предоста	посублост в на принарина и посублост в принарина	
Assets			
1-76328806589			
Monorail system - 1 troll	ey electric chain hoist		
B usiness Location	Town of Old Orchard Beach 24 Manor St		
	Ocean Park		
Contact	Chris White 207-934-4416 cwhite@oobmaine.com		

Risk	Recommendation	Code	Description	Fault	Comments	USD
		1-76328806589	Monorail system - 1 trolley electric chain hoist		Process Building. Replace 4 ton P&H wire rope hoist & motorized trolley with Konecranes 4 ton CLX electric chain hoist & motorized trolley. Note - Wire rope hoist approx. \$3k more.	9,063.00
Company of					1-76328806589	9,063.00

Town of Old Orchard Beach	
Name:	mauret
Date:	

This quotation, proposal or offer is subject to and incorporates as if fully rewritten herein the Seller's Standard Terms and Conditions of Sale (Service) (Revision 08.01.2016), a copy of which is attached hereto or is available at http://www.konecranesUSA.com or upon request of Buyer.

For each Asset listed above, please indicate your acceptance of the corresponding quotation by taking any of the following actions: (a) placing your signature in the signature block immediately below the Asset indicated; (b) issuing a verbal or written purchase order, work order, or other similar orderfor the goods and/or services contemplated herein; or (c) giving verbal or written authorization to Konecranes to proceed with the performance of the services and/or delivery of the goods contemplated herein.



MATERIALS HANDLING EQUIPMENT • DESIGN • ENGINEERING • INSTALLATION • CUSTOM FABRICATED EQUIPMENT

Old Orchard Beach W.W.T.P.

24 Manor St.

Ocean Park, Me. 04063

Attn. Chris White

5/18/18

FOB: Factory

Terms: Net 15

Lead Time 4-5 Wks.

Sludge Bay Hoist

Acco Model CLH 2130170 Electric chain hoist.

4 Ton capacity

8,000 lb. capacity.

30' Lift.

11 FPM Lift speed.

Lug mount to motor driven trolley.

Trolley speed 33 FPM.

Chain container.

Push button with 26' drop.

Material Installation \$ 10,560.00

mstanation

2,750.00

Est. freight

150.00

\$ 13,460.00

Option: Corrosion resistant nickel plated chain add \$ 99.00 per ft. of lift.

Jeff Enck



MATERIALS HANDLING EQUIPMENT . DESIGN . ENGINEERING . INSTALLATION . CUSTOM FABRICATED EQUIPMENT

Old Orchard Beach W.W.T.P. 24 Manor St. Ocean Park, Me. 04063

Attn. Chris White

5/18/18 FOB: Factory

Terms: Net 15

Lead Time 4-5 Wks.

West Grand Station Hoist

Acco Model CLH 2230040 PT Electric chain hoist.

4,000 lb. capacity.

38' Lift.

9 FPM Lift speed.

Lug mount to manual/push trolley.

Chain container.

Push button with 34' drop.

Material

\$ 4,102.00

Installation

1,815.00

Est. freight

100.00

\$ 6,017.00

Option: Corrosion resistant nickel plated chain add \$ 58.00 per ft. of lift.

Jeff Enck

7167 Discussion with Action: Accept the quote from Maine Oxy for the purchase of a MIG Welder for the Wastewater Department, in the amount of \$6,396.54, from Account Number 20161-50330 – Wastewater Equipment Replacement, with a balance of \$25,423.

BACKGROUND:

The Wastewater Department is proposing to purchase an MIG welder that would all staff to weld aluminum. The Department now has to outsource its aluminum and stainless steel fabrication. The Facility and Pump Stations contain aluminum railing, catwalks, strut and other applications. With the MIG Welder the Department would also have the ability to assist other Departments with small welding jobs. Maine Oxy is the official vendor for the Town for all welding supplies. This item was a scheduled purchase in the FY18 budget from Account Number 20161-50330 – Wastewater Equipment Replacement.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Accept the quote from Maine Oxy for the purchase of a MIG Welder for the Wastewater Department, in the amount of \$6,396.54, from Account Number 20161-50330 – Wastewater Equipment Replacement, with a balance of \$25,423.

VOTE: Unanimous.

5/23/2018



SOUTH PORTLAND, ME 04106

Quote

For Inquires Contact: Phone: (207) 772-6381

Fax:

www.maineoxy.com

Quote #: 1356048

Page: 1

Customer: TOWN OF OLD ORCHARD BEACH Customer #: 35095

65 WALLACE AVE

Address: WATER TREATMENT PLANT 24 MANOR STREET OLD ORCHARD, ME 04064

Terms: NET 30 Ship Method: COM CARRIER

PO#:

Salesperson: KEVIN L HEUREUX

Item Number	Qty	MOU	Description	Unit Price	Extended
MIL 907300	1.00	EA	MILLERMATIC 350P MIG WELDER	4391.540	\$4,391.54
MIL 300001	1.00	EΑ	XR-A ALUMA-PRO 25FT,	2005.000	\$2,005.00
				Subtotal	6,396.54
				Freight	0.00
				Delivery	0.00
				Total Tax	0.00
				Grand Total	\$6,396,54

ALL PRICES ARE VALID UNTIL 6/22/2018

IMPORTANT: Acceptance of this quotation is subject to standard terms and conditions of Maine Oxy . Prices quoted are based upon quantities specified. Changes in quantity may necessitate price revisions.

TOWN OF OLD	DRCHARD BEACH	Maine Oxy	
DATE:	SIGNATURE:	DATE:	SIGNATURE:

5/23/2018



SOUTH PORTLAND, ME 04106

Quote

For Inquires Contact: Phone: (207) 772-6381

Fax:

www.maineoxy.com



Quote #: 1356063

Page: 1

Customer: TOWN OF OLD ORCHARD BEACH

65 WALLACE AVE

Customer #: 35095

Address: WATER TREATMENT PLANT 24 MANOR STREET OLD ORCHARD, ME 04064

Terms: NET 30

Ship Method: COM CARRIER

PO #:

Salesperson: KEVIN L HEUREUX

Item Number	Qty	UOM	Description	Unit Price	Extended
LIN K4023-1	1.00	EAC H	POWER MIG 350MP MIG WELDER ALUM INUM REAR TRIGGER ONE-PAK FOR T	6771.379	\$6,771.38
				Subtotal	6,771.38
				Freight	0.00
				Delivery	0.00
				Total Tax	0.00
				Grand Total	\$6 771 38

ALL PRICES ARE VALID UNTIL 6/22/2018

IMPORTANT: Acceptance of this quotation is subject to standard terms and conditions of Maine Oxy . Prices quoted are based upon quantities specified. Changes in quantity may necessitate price revisions.

TOWN OF OLD	PRCHARD BEACH	Maine Oxy	
DATE:	SIGNATURE:	DATE:	SIGNATURE:

7168 Discussion with Action: Approve the Change Order from Penta Corporation, in the amount of \$52,837.70; from Account Number 31148-50399 - Wastewater Process Building Upgrade, with a balance of \$70,761.

BACKGROUND:

The Wastewater Department is requesting a change order as part of the process building and dewatering improvements. This change order adds automated suction valves, a new grinder panel and additional programming. Penta Corporation has submitted this change order request which has been reviewed by Wright Pierce. Automating the valves will allow the needed flexibility to operate the dewatering system unattended. A separate agenda item is included in this council meeting for the software programming.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the Change Order from Penta Corporation, in the amount of \$52,837.70; from Account Number 31148-50399 - Wastewater Process Building Upgrade, with a balance of \$70,761.

VOTE: Unanimous.

Penta Corporation PO Box 390					PROPOSA	AL #:
Moultonboro, NH 03254	ı				1711-04	
Proposal Submitted To:	Wright Pierce		Phone: 207.7	61.2991		5/8/2018
Street:			Job Name:			
	ington Avenue, Suite 202			reatment Pro	cess Upgra	ade
City, State & Zip Code:	odland ME 04404		Job Location:		_	
	ortland, ME 04101			d Beach, Mi		
Engineer: Wright-Pierce	Date of Plans: Apr-17		Submitted By Scott Shumar		Job Phone: 603.476.552	5
	sed specifications and estir	mate for:	Ocoli Onumai		1003.470.332.	,
	cations in accordance with		-05			
Penta Corporation	1 ea - 4" Plug Valve & ac	ccessories	\$	485.00		
,	Core holes - Electrical		•	450.00		
	Additional labor			742.00		
	Misc. hardware			120.00		
				0.00		
AR Controls	Vale Actuators & startup	1		16,653.00		
JWC Environmental	Sludge Grinder Panel			4,832.00		
		SUBTOTAL:	\$	23,282.00		
	GC OH&P @ 15%	000.0	•	3,492.30		
Electrical Installations	See attached scope			24,968.80		
	GC OH&P @ 5%			1,094.60		
		TOTAL:	\$	52,837.70		
NOTE: SCADA integrarti	on work by Results Engine	ering is not inc	luded in this	s proposal.		
We propose hereby to furnish	material and labor complete in acc	cordance with abo	ve specification	ons for the sum	of	
, ,	,	our danso mar do	re opeomodie		\$	52,837.70
			Authorized			
All material is guaranteed to be	as specified.All work is to be con	npleted in a	Signature:			
	to standard practices. Any altera					
	ving extra costs will be executed					
	ra charge over and above the est trikes, accidents or delays beyond		NOTE: This p	roposal may be	withdrawn by	,
	d other necessary insurance. Our				-	
Acceptance of Proposal-	The above prices, specifications	and conditions				
are satisfactory and are hereby	accepted. You are authorized to		Signature:_			
specified. Payment will be mad						
Date of Acceptance	***		Signature:_			



MAIN OFFICE 397 Whittier Highway Moultonboro, NH 03254 603-253-4525 FAX 603-253-6284

BRANCH OFFICE 930B American Legion Hwy Westport, MA 02790 508-636-8600 FAX 508-636-8650

T License EM-2667 ME License 7905 NH License 46C MA License 221MR

Potential Change Order Request

1747 - Old Orchard Beach, ME - WWTF **Dewatering System Upgrade**

PCO Subject: EC-5 Sludge Grinder - Install Conduit, Power and Control wiring for 4 motor operated actuators

То

Scott Shuman

Penta Corp

1253 Whittier Hwy

Moultonboro, NH 03254

603 476 5525

603 476 5106 (FAX)

PCO Number: 1747-3

PCO Revision Number: 0

PCO Date: 4/4/2018

Price / Do Not Work Type:

Proceed

Valid for 5 Days.

Return To

Jim Fritz

Electrical Installations, Inc

397 Whittier Hwy Moultonboro, New Hampshire 03254 6032534525

Comments / Time Extension Request

GC to provide necessary coring for floor penetrations

Details

Line No	Code	Description	Type	Cost / Race	I 8	Workers	Exe
001	0—Electrical Field Labor Onsite	Labor to install, Electrician	Labor	\$95.00	72.00 Hrs	2.00	\$13,680.00
002		3/4" RGS Conduit	Material	\$2.30	900.00 LINEAR FT		\$2,070.00
003		3/4" RGS Conduit Fittings	Material	\$19.50	12.00 LINEAR FT	-	\$234.00
004		30A 480V 4X SS disconnect switch	Material	\$850.00	4.00 LINEAR FT	-	\$3,400.00
005		misc hardware, strut	Material	\$650.00	1.00	-	\$650.00



MAIN OFFICE 397 Whittier Highway Moultonboro, NH 03254 603-253-4525 FAX 603-253-6284

BRANCH OFFICE 930B American Legion Hwy Westport, MA 02790 508-636-8600 FAX 508-636-8650

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004		30A 480V 4X SS disconnect switch	Material	\$850.00	4.00 LINEAR FT	-	\$3,400.00
005		misc hardware, strut	Material	\$650.00	1.00	-	\$650.00

Line No	Code	Description	Туре	Cost /Pato	医性性皮肤 经销售的 医乳性	Workers	: Ex
					LUMP SUM		
006		LS300-Link Seals	Material	\$7.10	30.00 <i>EACH</i>	-	\$213.00
007		#12 XHHW	Material	\$0.15	1,500.00 LINEAR FT	-	\$225.00
008		#14 THHN	Material	\$0.09	11,000.00 LINEAR FT	-	\$990.00
009		Misc Electrical Fittings	Material	\$250.00	1.00 LUMP SUM	-	\$250.00

Breakout

Labor:

\$13,680.00

Gross Margin Percent @ 15%:

\$2,052.00

Material:

\$8,032.00

Gross Margin Percent @ 15%:

\$1,204.80

-

Total: \$24,968.80

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By:

James P Fritz

Vice President

Dated: 4/4/2018

AR Control Services, LLC

531 Emerys Bridge Rd South Berwick, ME 03908

Phone: 207-752-2055

E-mail: arackliff33@gmail.com

DATE: 03/30/2018

TO: Scott M. Shuman, Lead Time: 6-8 Weeks

QUOTE#CS0330180

COMPANY

Penta Corporation 1253 Whittier Highway

PO Box 390

Moultonboro, NH 03254
Attn: Scott M. Shuman

Project

Old Orchard Beach WWTF

PHONE: 603-476-5525

EMAIL: smshuman@roadrunner.com

SUBJECT: Install and supply Auma SQ07./AC/3-Phase on Milliken Plug Valves.

Dear Scott,

Thank you for your interest in the services of AR Control Services, LLC. I'm pleased to provide the following proposal for your review. This quote is subject to the enclosed terms and conditions. Pricing is valid for thirty days.

Terms: Payments are net thirty days labor cost, parts or assemblies. Credit card purchases will be charged an additional 6% (Visa and MasterCard)

Thank you for the opportunity to quote your required needs and I look forward to being of future service. If you have any questions, please do not hesitate to contact me.

Sincerely,

Andy Rackliff AR Control Services, LLC AR Control Services, LLC

531 Emerys Bridge Rd South Berwick, ME 03908

Phone: 207-752-2055

E-mail: arackliff33@gmail.com

DATE: 03/30/2018

QUOTE# CS033018O

COMPANY: Penta Corporation
Project: Old Orchard Beach WWTF

TO: Scott M. Shuman

Payment is net thirty days labor cost, parts or assemblies. Quotation is valid for 30 days.

ITEM	QTY	DESCRIPTION	EACH	TOTAL COST
1	4	Auma SQ07.2 Quarter-Turn Actuator Open/Close with AM Controls 3 Phase	\$3313.00	\$13,252.00
2	4	Drive bushings machining mounting bracket and hardware	\$251.00	\$1004.00
3	4 Hr.	Shop labor for mounting and calibration	\$100.00	\$400.00
4	2-day	On site install, startup and commissioning	\$906.00	\$1812.00
5	1	Shipping cost	\$185.00	\$185.00
		+	Total:	\$16,653.00

<u>Comments & Clarifications:</u> The price on this quote is an estimate only. Should the need for additional charges be discovered when work has begun or during startup this quote will be adjusted to reflect the additional cost. I will notify you prior to any additional added cost needed for this quoted service.

If you have any questions, please feel free to contact AR Control Services, LLC @ 207-752-2055.



Parts Quote #

То

43815

Agua Solutions

154 West Grove Street Unit D Middleboro, MA 02346

US

JWC Environmental

2850 S. Red Hill Ave. Suite 125 Santa Ana, CA 92705, USA Phone: 949.833.3888 Toll Free: 800.331.2277

Fax: 714.242.0240

Page: 1

Mike Loncoski (Satellite Office)

FOR INTERNAL JWCE and JWCE AGENT ONLY, DO NOT DISTRIBUTE!

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Project

Old Orchard Beach

Bid Date

Contact

Quote Date Submittals

04/12/2018

FOB **Expire Date**

Ship Equipment **Consulting Engineer** 4 weeks after receipt of order weeks after approval/release

Terms

06/11/2018 Net 45 Days

Origin

Spec. Section

LINE ITEMS

Line No Qty

Part/Description

PC2220 Motor Controller

Model PC2220 motor controller for 460V (Schematic Drawing # PC2220-000-1-D) in a NEMA 4X fiberglass ENCL. DWG# CF11-375 enclosure accepting 460V/3PH/60HZ input power for use with a 2HP motor. Controller includes an IEC starter with over-current protection, jam-sensing current transformer, one set of spare fuses and micro-PLC, with motor overtemp option (if applicable).

Prog. # PC2220-001-A (120VAC control voltage)

RESET Pushbutton Elapsed Time Meter Push-To-Test Lamps White "Power On" Lamp Hand-Off-Auto Switch

1

2

PC10 Local Control Station Remote E-Stop Station

3 1 Start Up

Price

\$4,832.00

Clarification

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:

Bill to Address, Ship to Address, tax exemption certificate.

- 2. Please reference our quote number on your hard copy PO.
- 3. Availability of parts are subject to change at any time.
- 4. 20% restocking fee on all returns.
- 5. Tax is not included in price.
- 6. Please make note on your PO that Shipping and Handling will be added to the invoice.
- 7. Call or e-mail with any questions or concerns.
- 8. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Exclusions

Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect

7169

Discussion with Action; Discussion with Action: Approve the purchase of LED lighting from Maine Hardware, in the amount of \$14,221.25, from Account Number 31148-50399- Wastewater Process Building upgrade with a balance of \$70,761.

BACKGROUND:

The Wastewater Department is proposing to replace the lights in the process building as well as all the outdoor lights with high efficiency LED lighting. Most of the lights in operation now were installed in 1985. Replacing the lights with more efficient LED lighting will save money and give staff a much better working atmosphere. Not included in this cost is the cost of installation. Once the lights are onsite I will be requesting three bids for installation. I am estimating the installation of the sixty nine (69) lights at a cost at \$200 per light for a total estimated cost of \$13800. Merrimac industries have quoted a high bay light that can tolerate temperatures from -40.0 to 149.0 degrees Fahrenheit. Maine Hardware has quoted a high bay light that can tolerate temperatures from -4.0 to 113.0 degrees Fahrenheit. Because the lights from Merrimac are more temperature tolerant it would indicate they are a more robust light and may have a longer life span. Both lights are rated for wet locations, provide a five year warranty and are rated for a 100,000 hour life span.

Information included: Three quotes for lights

Merrimac Industrial: \$37868.80 (Not including Efficiency Maine rebates estimated at \$4500.00)

Grainger: \$38985.35 (Grainger does not process Efficiency Maine rebates)

Maine Hardware: \$14221.25 (Not including Efficiency Maine rebates estimated at \$3240.00)

Recommendation: Approve quote from Maine Hardware

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the purchase of LED lighting from Maine Hardware, in the amount of \$14,221.25, from Account Number 31148-50399- Wastewater Process Building upgrade with a balance of \$70,761.

VOTE: Unanimous.



High Technology Solutions For Process Control Control Panels - Heaters - Sensors Temperature Controls & Enclosures Brives - Motors - Fuses - Ovens - PLC's Systems Integration and Machine Safety

QUOTATION

Transmitted Via e-mail

TO:	OOB TREATMENT PLANT	QUOTE NO.	QUOTATION DATE
	Attn: Chris White & Mike Hersey		
		051316JC	5/21/2018
		TELEPHONE NO.	FAX NO.
		(207)368-5141	(207) 368-5144

LED LIGHTING QUOTE

INSI	DE SALES CONTACT	EXTENSION NO.	OUTSIDE SALES CONTAC				
	Gerald	(207) 368-5141	John Corey		(207)	332-6670	
1	ATED SHIPPING DATE	SHIP VIA	TERMS				
4 WEEKS		Direct FREIGHT	FREIGHT ALLOWED	İ	Net 30 Days		
QUANTITY		ALLOWED	<u> </u>		DIOF		
QUANTITY			PI	RICE	AMOUNT		
35 8	PHZ 18L 5K 70CRI AS PHUIZION LED HIGH I SENSING (120-277V), 6 FT CORD ONLY (incl NOTE: ABOVE FIXTUR HTZ1D L96 10000LM F LED STRIP with drop L	\$625.00 Ea \$21,875					
8	ACRYLIC, 120-277V, 3 NOTE: ABOVE FIXTUR	500K, 80CRI, WHITE	TS EXISTING USES 173	\$6.40	EA	\$51.20	
	ncso W12 WOUN	ITING HARDWARE FOR	ABOVE STRIP	1			
4	HZL1D L48 5000LM FS	T MVOLT 35K 80CRI W	Н	\$149.0	00 Ea	\$596.00	
4	HC36 M12 MOUN	TING HARDWARE FOR	ABOVE STRIP	\$6.40	EA	\$25.60	
18 4	ACPOLED PK4 MVOLT FLOOD LIGHT LED 18, 5000K, TENON SLIPFIT OFF INDICATOR light (I W4GLED20C100050KT	\$662.5 \$369.0		\$11,925.00 \$1476.00			
		GRAND TOTAL			\$37,868.80		

901 Elm Street • Newport, ME 04953

Phone: (207) 368-5141 • Fax: (207) 368-5144• www.merrimacindustrial.com



1150 W Grove Parkway,Suite 101 Tempe, AZ 85283

Customer Information

OLD ORCHARD TREATMENT PLANT

24 MANOR AVE

OCEAN PARK ME 04063-3000

Billing Information

OLD ORCHARD TREATMENT PLANT

1 PORTLAND AVE

OLD ORCHARD BEACH ME 04064-2245

Shipping Information

OLD ORCHARD TREATMENT PLANT

24 MANOR AVE

OCEAN PARK ME 04063-3000

Quotation

Information	
Grainger Quote Number	2036780852
Validity Start Date	05/16/2018
Validity End Date	06/16/2018
Creation Date	05/16/2018
Grainger EIN Number	36-1150280
PO#	QUOTE
PO Create Date	
PO Release #	
Customer Number	827659632
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	CHRIS WHITE
Telephone Number	2079344416
Page	1 /2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2010:

Freight Terms:

FOB ORIGIN Prepaid

Carrier:

* See line item detail

Payment Terms: Net 30 days after invoice date

Special Instructions:

Item PO-Line	Materia	l Description	Expected Del Date	Quantity	Unit	Price	Total in USD
10	53XH59	High Bay,140W,18337 Im,5000K Color Mfg Brand Name: LITHONIA LIGHTING		35.00	EA	692.52	24,238.20
		Manufacturer Part No: JCBL 18L ACFR MV 50K S					
		Carrier:					
20	53VU32	Vapor Tight Fixture,72W,8600 lm,3500K		8.00	EA	607.59	4,860.72
		Mfg Brand Name: HUBBELL LIGHTING - COLUMBIA					



Quotation

1150 W Grove Parkway, Suite 101 Tempe, AZ 85283

 Information
 2036780852

 Grainger Quote Number
 2036780852

 Creation Date
 05/16/2018

 Customer Number
 827659632

 Page
 2 / 2

Item PO-Line	Material	Description	Expected Del Date	Quantity	Unit	Price	Total in USD
	L	fanufacturer Part No: XEM8-35LW-RFA-EDU Carrier:		,			
30	- M L	Vapor Tight Fixture,LED,Rectangular,48"L Ifg Brand Name: HUBBELL LIGHTING COLUMBIA Ianufacturer Part No: XEM4-35ML-RFA-EDU arrier:		4.00	EA	324.20	1,296.80
40 3	M	Floodlight,LED,125W,cCSAus fig Brand Name: HUBBELL KILLARK anufacturer Part No: KFL12530WW arrier:		3.00	EA	2,863.21	8,589.63
					Sub T	otal	38,985.35
					Total	USD	\$ 38,985.35

Please reference our Grainger Quote Number, your Grainger Customer Number, and method of payment when remitting payment.

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at http://www.grainger.com or refer to the current catalog.

Thank you for the opportunity to provide this quotation. Please note that all the prices are based on products and quantities quoted. Any changes to the products and/or quantities may result in different pricing. The non-catalog freight policy applies unless freight amount is listed above. Please contact the Grainger office shown above if you have further questions or need to submit a new request.

Maine Hardware Commercial & Industrial Division

274 St. John Street Portland, Maine 04102 Phone (207) 773-5699 Fax (207) 772-5679

Town of Old Orchard Beach Quote

Qty. 18 Maxlite AR-MAL140UT3-50BRT-SS Medium Area Light 140 Watt 120-277 volt type Ill 5000K Bronze. Trunnion swivel Mount

\$412:50 each extended \$7,425

Qty. 35 PacLights FHUE150-50 High Bay Fixture 150 watt 5000 Kelvin

\$148.75 each extended \$5,206.25

Qty. 8 SLG TS885G14k 8 Foot LED Strip

\$110.00 each extended \$880.00

Qty. 4 4 Foot Led 42 watt Strip Light Maxlite LS-4846U-50

\$65 each extended \$ 260.00

Qty. 4 Wall Pack Maxlite WP-OP50U-50B

\$112.50 each extened \$450.00 Sub total \$14,221.25 Expected Efficiency Maine Rebate - \$3,240 Cost after expected Rebate \$10,981.25

Dan Sullivan
Sales Representative
Maine Hardware
Commercial & Industrial Division
Cell 207-205-4000

Office 207-773-5699

Please note projected cost savings is a good faith estimate based on information provided and other variables. Your actual savings may vary. Rebates are subject to Efficiency Maine's tearms and conditions. Prices and rebates are subject to change without notice.

7170 Discussion with Action: Set the Public Hearing date of June 19th, 2018 to Amend the Code of Ordinances, Chapter 54, Section 54-187, Restrictions and Prohibitions, amending Saco Avenue by changing the parking to one-hour parking for the northwesterly side from Washington Avenue to Pine Lane.

BACKGROUND: The change here is to one-hour parking. Currently parking is permitted with no time restrictions on the NW side of Saco Avenue between Washington Avenue and Pine Lane. This amendment would limit the parking to one hour. In previous years there has been little or no parking there because people were not aware it was legal. With the opening of Café 64 it is likely that customers will park there. The thought is that once it becomes known that parking is permitted, people will use the space for long term parking during the day.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Set the Public Hearing date of June 19th, 2018 to Amend the Code of Ordinances, Chapter 54, Section 54-187, Restrictions and Prohibitions, amending Saco Avenue by changing the parking to one-hour parking for the northwesterly side from Washington Avenue to Pine Lane.

VOTE: Unanimous.

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 19th, 2018 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, Restrictions and Prohibitions, amending Saco Avenue, by adopting the underscored language as follows:

Saco Avenue. No vehicle shall park on either side of Saco Avenue from Old Orchard Street to the intersection of Ocean Park Road, except that <u>one-hour</u> parking shall be allowed on the northwesterly side from Washington Avenue to Pine Lane, two-hour parking shall be allowed on the northwesterly side from School Street to St. John's Street, and 30 minute parking shall be allowed on the beach side of Saco Avenue from 15 th Street to Pleasant Street. Five parking spaces shall be allowed on the beach side of Saco Avenue from Staples Street toward Old Orchard Street during church services only.

7171 Discussion with Action: Adoption of the FY2019 Municipal Budget.

Consider FY2019 Municipal Operating Budget Appropriation in the amount of \$16,396,921.

Consider FY2019 Capital Improvement Budget Appropriation in the amount of \$1,682,000.

Consider FY2019 Non-Property Tax Revenue Appropriation in the amount of \$3,881,005.

Consider FY2019 Appropriation of \$550,000 from the Unassigned Fund Balance; \$500,000 from the Rescue Fees Revenue Billing Fund; and \$108,854 from the 2008 Road, Water and Sewer Bond Fund, for the purpose of reducing the FY2019 Property Tax Commitment.

Consider Authorizing the Finance Director to Set the Percentage Rate for the FY2019 tax bill to be used for the operation and maintenance of the Waste Water Treatment Plant and sewer infrastructure, after approval of the FY2019 Budget.

Consider Authorizing and Directing the Assessor to prepare a Perfect List of all taxes of the Municipality and to commit the same to the Tax Collector.

Consider Authorizing and Directing the Tax Collector and Treasurer, pursuant to 36 M.R.S.A., Section 906, to apply any tax payment received from an individual as payment for any Property Tax against outstanding or delinquent taxes due on said Property in chronological order beginning with the oldest unpaid tax bill provided, however, that no such payment may be applied to any tax for which an Abatement Application or Appeal is pending unless approved in writing by the Taxpayer.

Consider setting due dates of September 12, 2018 and March 13, 2019 for the FY2019 Property Taxes.

Consider setting interest rate of 8% for delinquent property taxes.

Consider Authorizing the Tax Collector and Treasurer to accept prepayments of taxes before commitment at an interest rate of 0%, pursuant to 36 M.R.S.A., Section 506.

The Town Manager indicated that a change in the budget should be considered from that as given in the agenda. It is possible that the Town will see an increase in solid waste expense of up to \$50,000 in FYT19 because of changes to the EcoMaine policy for handling recycling materials. EcoMaine has already begun to charge municipalities for "contaminated" recycling waste materials. If all of OOB's recycled materials were assessed at \$70/ton rate for contaminated goods it would amount to \$50,000. It would be prudent to add that amount to the operating budget. It was recommended that the Council reduce the capital budget by \$50,000 (from the DPW stormwater amount) so that there is no change to the bottom line for the total municipal tax commitment. Vice Chair O'Neill recommended that the \$50,000 additional funding come from the Unassigned Fund Balance.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Adoption of the FY2019 Municipal Budget in the amount of \$16,446,921; and Appropriation of \$600,000 from the Unassigned Fund Balance; \$500,000 from the Rescue Fees Revenue Billing Fund; and \$108,854 from the 2008 Road, Water and Sewer Bond Fund, for the purpose of reducing the FY2019 Property Tax Commitment.

VOTE: Unanimous.

7172 Discussion with Action: Authorize the Town Manager to enter into a Lease Agreement with the Grand Victorian Condominium Association for use of a portion of the Milliken Street Parking Lot for a one (1) year period for an annual amount of \$30,000 for the use of up to fifty-one (51) parking spaces, including at the Town's discretion an option for up to two (2) additional one (1) year Lease Agreements for an annual amount of \$35,000, with the Condominium Association being responsible for winter maintenance, including plowing and snow removal as needed and for enforcement of unauthorized parking.

BACKGROUND:

The Grand Victorian Hotel/Condominium Association is required to provide 51 parking spaces off-site for its members. In 2014 the Association leased parking spaces from the Town at the Milliken Street parking lot, at the southeast end. This is the section that has 61 spaces and a separate entrance from the remainder of the lot. The Town uses this portion of the parking lot during the summer season on the handful of very busy beach days that occur. As such the revenue generated would be in the \$3,500 to \$5,000 range. The proposed lease arrangement is for a one year term at \$30,000, with an option that the Town may exercise for two additional one year

agreements at \$35,000 per year. The lease agreement requires the Association to be responsible for winter maintenance (plowing, sand/salt, snow removal) and also to be responsible for controlling authorized parking. The Association Treasurer appeared and asked that the amount be reduced to \$25,000 as that is all they have in their budget at this time but the Council felt that this was the going rate and recommended leaving it at \$30,000. Vice Chair O'Neill disagreed and felt that we should allow the \$25,000 rate to benefit the Association.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Authorize the Town Manager to enter into a Lease Agreement with the Grand Victorian Condominium Association for use of a portion of the Milliken Street Parking Lot for a one (1) year period for an annual amount of \$30,000 for the use of up to fifty-one (51) parking spaces, including at the Town's discretion an option for up to two (2) additional one (1) year Lease A\agreements for an annual amount of \$35,000, with the Condominium Association being responsible for winter maintenance, including plowing and snow removal as needed and for enforcement of unauthorized parking.

VOTE: Yea: Councilors Blow, Kelley, Tousignant and Chair Thornton.

Abstain: Vice Chair O'Neill

7173 Discussion with Action: Approve Line Item Transfers for the following Departments:

In the amount of \$5,400 from Account Number 20119-50373 – Unemployment Insurance Expense, with a balance of \$19,931.34; to Account Number 20119-50124 – In Lieu of Health Insurance Expense, with a balance of (\$849.14);

In the amount of \$5,500 from Account Number 20119-50373 – Unemployment Insurance Expense, with a balance of \$19,931.34; to Account Number 20119-50203 – ICMA 457(b) Retirement Plan – Employer Share Expense, with a balance of \$1,319.18.

In the amount of \$96,203.57 from Account Number 20119-50210 – Health Insurance – Employer Share Expense, with a balance of \$203,259.24; to Account Number 20119-50214 – Workers Compensation Insurance Expense, with a balance of (\$96,203.57).

MOTION: Councilor Blow motioned and Vice Chair O'Neill seconded to Approve Line Item Transfers for the following Departments as read.

VOTE: Unanimous.

7174 Discussion with Action: Reenact the Emergency Ordinance establishing a Moratorium on Medical Marijuana Retail Storefronts, first approved February 6, 2018 and currently expiring June 7, 2018; and extend for an additional sixty-one days to expire August 7, 2018.

BACKGROUND:

On 6 February 2018, the Council enacted a moratorium on Medical Marijuana Storefronts (MMS). The moratorium defines MMS as "as an establishment which resembles a retail storefront in terms of signage, hours of operation and accessibility to patrons, and which is operated by one or more Primary Caregivers as defined by 22 M.R.S.A. § 2422(8-A), Medical Marijuana Caregivers as defined in the Zoning Ordinance, or any other individuals or entities for the sale, distribution or administration of medical marijuana and medical marijuana products to Qualifying Patients as defined by 22 M.R.S.A. §2422(9) or any other individuals." The moratorium was enacted in response to concerns associated with initiatives to establish MMS's in Old Orchard Beach. Below are comments concerning key points and Planning Board (PB) responsibilities, current medical marijuana language, discussion points, and next steps.

Important note- this moratorium and the regulations we create are only associated with <u>medical</u> marijuana activities, specifically, retail medical marijuana activities such as MMS. We are not working on <u>recreational</u> medical marijuana activities- the Council already enacted an ordinance that prohibits such activities.

KEY POINTS & PB RESPONSIBILITIES

Moratorium key points and PB responsibilities include the following:

- Took effect on 6 Feb. and continues to remain in-effect for 61 days. The Council can extend, repeal or modify the expiration date.
- The Council determined "unregulated development of the retail sale of medical marijuana raises a number of concerns related to public safety and welfare, including, but not limited to, potential adverse effects on neighborhoods, and potential adverse effects on the Town's tourism industry."
- And the "Town's existing ordinances are inadequate to prevent the potential for serious public harm from the establishment and operation of retail medical marijuana activities."
- During the moratorium, the "Town will work on developing appropriate land use regulations concerning retail medical marijuana activities."
- During the time the moratorium is in-effect "no official, officer, board, body, agency, agent or employee of the Town of Old Orchard Beach shall accept, process or act upon any application, including but not limited to a building permit, certificate of occupancy, site plan review, conditional use, or any other approval, relating to the establishment of a medical marijuana storefront."
- Because any changes will include amendments to Chapter 78, the PB is responsible for developing appropriate land use regulations concerning retail medical marijuana activities including MMS's.
- The PB's scope has limits due to the moratorium language.
 - Interpretation of this language shows the Council determined our current ordinances do not adequately regulate retail medical marijuana activities and task us with developing regulations that addresses concerns related to public safety and welfare which include, but are not limited to potential adverse effects on neighborhoods and the town's tourism industry.
- The town currently regulates medical marijuana (see below) but these regulations do not include retail medical marijuana uses such as MMS.
- The PB will create ordinances and hold a public hearing and provide a recommendation to Council. The PB can hold a workshop to hear from others who have an interest in this.
- Although the Council can extend the moratorium expiration date the PB should consider this a priority so we may complete our work as soon as possible. Due to the meeting dates and actions required by ordinance (public hearings, etc.) we'll need at least one 60 day extension.

CURRENT MEDICAL MARIJUANA ORDINANCES

During 2015, the Town adopted ordinance regulations related to Medical Marijuana Production Facilities and Medical Marijuana Registered Dispensaries. The purpose of the regulations is to create local zoning controls to regulate medical marijuana as a land use; restrict where growing and processing operations are allowed; require a PB approval process; implement performance standards for growing/processing operations and dispensaries; and, establish a business licensing requirement to monitor ongoing

consistency with the Maine Medical Use of Marijuana Program. Highlights of the adopted ordinance regulations include:

- Chapter 78 amendments:

- A. Allowing Medical Marijuana Production Facilities and Medical Marijuana Registered Dispensaries to be established as a conditional use within the General Business 1 (GB1) Zoning District. Both uses are not permissible for those properties that are with GB1 and Historic Overlay (HO) Zoning Districts.
- B. Allowing Medical Marijuana Production Facilities as a conditional use within the Industrial District (ID).
- C. Prohibiting Medical Marijuana Registered Dispensaries in the ID
- D. Approval process identifying applicable review standards, application requirements, extended distance for abutter notifications, site walks, and public hearings.
- E. State authorization before submission of a Conditional Use Application. The applicant must demonstrate their authorization to cultivate, process and store medical marijuana pursuant to the Maine Use of Medical Marijuana Program.
- F. Exempting Medical Marijuana Home Production in any qualifying patient's residence or any medical marijuana caregiver's primary year- round residence. Note- as I understand, the town cannot regulate (through its ordinances) these Medical Marijuana uses.
- G. Performance Standards that are specifically designed to regulate Medical Marijuana Production Facilities and Medical Marijuana Registered Dispensaries. These standards include, but are not limited to security, outside appearance, odor control, and proximity limits (by distance) to other Medical Marijuana Production Facilities and Medical Marijuana Registered Dispensaries as well as uses that may not be compatible (e.g., day care, schools, town parks, church).

Chapter 18 (Business Licenses) amendments:

- A. Requiring staff and Council approval of a Medical Marijuana Business License before a Medical Marijuana Registered Dispensary or Medical Marijuana Production Facility can conduct business.
- B. State Authorization. Before issuance, renewal or amendment of a License, the applicant must demonstrate their authorization to cultivate, process and store medical marijuana pursuant to the Maine Use of Medical Marijuana Program. Loss of such State authorization shall automatically invalidate the Town-issued License.
- C. At initial and subsequent licensing, the Old Orchard Beach Police Department, Fire Department and Code Enforcement Officer shall inspect the premises to ensure security meets State requirements and applicable Town of Old Orchard Beach licensing criteria.

Note Definitions:

Medical Marijuana Production Facility: A facility used for cultivating, processing, and/or storing medical marijuana by one or more medical marijuana caregiver(s) at a location which is not the medical marijuana caregiver's primary year-round residence or their patient's primary year- round residence. This shall be considered a commercial use.

Medical Marijuana Registered Dispensary: A not-for-profit entity registered pursuant to state law that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses marijuana, paraphernalia or related supplies and educational materials to qualifying patients and the primary caregivers of those patients. Note that a dispensary may be either a single facility, or it may be divided into two separate but related facilities where growing is done at only one of the facilities. This shall be considered a commercial use.

DISCUSSION POINTS

As mentioned above, the PB is tasked with developing regulations that addresses concerns related to public safety and welfare which include, but are not limited to potential adverse effects on neighborhoods and the town's tourism industry. Current ordinances regulate Medical Marijuana Production Facilities and Registered Dispensaries but do not regulate retail medical marijuana activities such as Medical Marijuana Storefronts. In order to change this language and develop standards that follow the Council's direction we offer a few discussion points:

- Should retail medical marijuana activities such as MMS be allowed? If so, in what districts?
- If allowed, maybe a use such as MMS could fit within our current medical marijuana ordinances so the same performance standards (e.g., odor, distance to incompatible uses) apply.
- Does the "retail" component make MMS different from our current allowed medical marijuana uses that it just won't fit in the current ordinances?
- If allowed, what regulations should apply?
- Should they be allowed but with limited numbers (e.g., only 2 allowed in the district)? Allowed but not in the entire district?
- Should there be design guidelines? Operation guidelines?
- How should MMS be licensed and/or permitted? Who should be responsible for reviewing and approving? Should it be a conditional use?
- Should there be specific performance standards, setbacks, lot size, noise, etc. requirements for each use?
- Your concerns about retail

NEXT STEPS

At the PB's March meeting, staff requests the Board discuss and provide guidance to assist us with development of ordinance standards. We are working under a moratorium which means our consideration has time limits. Moratorium expiration can be extended but we should ensure our work is complete within a reasonable amount of time. Proposed schedule:

- March: PB discuss and provide guidance to staff
- April: PB discuss draft ordinance, ask for public comment, offer recommendations
- May: PB finalize ordinance, schedule a public hearing
- June: PB hold a public hearing and provide recommendation to Council

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Reenact the Emergency Ordinance establishing a Moratorium on Medical Marijuana Retail Storefronts, first approved February 6, 2018 and currently expiring June 7, 2018; and extend for an additional sixty-one days to expire August 7, 2018.

VOTE: Unanimous.

7175 Discussion with Action: Consider abatement of taxes and accumulated interest and penalties as requested by the Tax Collector for tax year 2017, in the *amount* of \$437.93, for a 11996 Skyline Manufactured Home (Serial Number 431609239-G, located at 33 Ryefield Drive – Old Orchard Village (T0475-00000-00000.)

BACKGROUND:

The property at 33 Ryefield is an abandoned mobile home that has extensive contamination. There are piles of trash left throughout the structure and there was a dog carcass that had been left behind. The mobile home is sufficiently contaminated as to pose a health risk and to an extent that it cannot be rehabilitated and will be destroyed. The Code Enforcement Office inspected the home this spring and declared it unfit for occupancy and removed it from our tax rolls. The owner of the mobile home park will take the responsibility of removing and demolishing the home and it will be replaced with mobile home that will again be on the tax rolls.

MOTION: Vice Chair O'Neill motioned and Councilor Blow seconded to Consider abatement of taxes and accumulated interest and penalties as requested by the Tax Collector for tax year 2017, in the amount of \$437.93, for an 11996 Skyline Manufactured Home (Serial Number 431609239-G, located at 33 Ryefield Drive – Old Orchard Village (T0475-00000-00000.)

VOTE: Unanimous.

	STATE OF MAINE	
S JPERIOR COURT	. SS.	DISTRICT COURT Location BIDDEFORD
Docket No.	-	Docket No. SA-17-473
SEAGATE LIMITED PARTNER	SCHID	
		_
v.	Plaintiff	
		WRIT OF POSSESSION
TROY J. DUTREMBLE		
I	Defendant	•
and All Other Occupants		
To the sheriffs of our several counties of	or any of their denuties:	
The (plaintiff) (SEAGATE LIMI	TED PARTNERSHIP	
on 11-17-2017	recovered judgment in the abo	ove-named court against (defendant)
(TROY J. DUTREMBLE	- Jadgment in the aut	
in this action for possession of the follo \$ 75.00 in costs of suit:	wing described premises or real/pers	sonal property and for the sum of
33 RYEFIELD DRIVE OLD ORCH	IARD BEACH ME	
We command you that without delay you	u cauca tha (mlaintica / SEAGATE I I	MITED DADTNER OVER
We command you that without delay you to have possession of said premises or re	u cause the (plaintiff) (SEAGATE LI cal/personal property as against the (cal/personal personal per	MITED PARTNERSHIP
TROY J. DUTREMBLE	cal/personal property as against the (c	defendant) (
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TROY J. DUTREMBLE	cal/personal property as against the (c	defendant) (
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TROY J. DUTREMBLE	cal/personal property as against the (or chattels of the (defendant) (The defendant) (SEAGATE LIMITS (5.00) together with one year from	defendant) (
We also command that you cause the god within your county to be paid and satisfie at the value thereof in money the sum of Dollars more for this Writ, and make return 1.25.2018	cal/personal property as against the (or chattels of the (defendant) (The defendant) (SEAGATE LIMITS (5.00) together with one year from	ROY J. DUTREMBLE FED PARTNERHIP with \$25.00 this date.
TROY J. DUTREMBLE	cal/personal property as against the (or chattels of the (defendant) (The defendant) (SEAGATE LIMITS (5.00) together with one year from	ROY J. DUTREMBLE FED PARTNERHIP with \$25.00 this date.
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OLD ORCHARD VILLAGE

A Mobile Home Community

February 8, 2018

Troy J. Dutremble 33 Ryefield Drive Old Orchard Beach, ME 04064

RE: One 1996 Skyline Manufactured Home 14' x 76', Claridge Model, Serial 4316-0230-G, its attached fixtures and all property located at 33 Ryefield Drive, Old Orchard Beach, Maine 04064.

Dear Mr. Dutremble:

Pursuant to the court ordered writ of possession dated effective January 25, 2018 issued by the Biddeford District Court Docket #SA-17-473, you are hereby advised that all real and personal property located at 33 Ryefield Drive, Old Orchard Beach, Maine 04064 which was formally occupied by you will be considered abandoned effective March 9, 2018.

You have the right to remove said property on or before **March 9, 2018** after paying all liens including but not limited to: Town of Old Orchard Beach tax liens, Old Orchard Beach rent, legal, administration, sheriff court fees, and cost.

At this point any communication by you or your assignees must be done in writing.

Be advised that you have been evicted from Old Orchard Village entrance onto Old Orchard Village property by you or any assignees will be considered trespassing without prior written permission.

ALL PROPERTY LEFT AT 33 RYEFIELD DRIVE AFTER MARCH 9, 2018 WILL BE CONSIDERED AS ABANDONED.

Thank you for attention to this matter.

Park Management

PLP/dd

U.S. Mail: February 8, 2018 to 33 Ryefield Drive, Old Orchard Beach, Maine 04064

CC: Legal & Old Orchard Beach Police Department (as needed)

P. O. BOX W, OLD ORCHARD BEACH, MAINE 04064 Telephone: 207-934-5655

OLD ORCHARD VILLAGE

A Mobile Home Park Community

CENTRAL BOOKKEEPING P.O. BOX W, OLD ORCHARD BEACH, MAINE 04064

3-30-2018

STATEMENT FIRM PEER C. PODE OWNER -

REGARDING DEAD DOG FOUND IN THE MANNOWED MIBILE HOME LOCATED AT 33 RUFFIED DRIVE FORMBLE

AT APPROXIMITY 1:13 ON 3-29-7018 WHITE I WAS
LOOKING INSIDE THE SAID MOBILE HOME WITH TOWN
ASSESSED A SMALL
BLACK + WHITE DOS DEAD IN THE SECOND BEDROOM
ITHEN LACKED THE OOB P.O.

IT APPEARED THAT THE DUG HAD BEEN LEFT IN THE MOBILE HOME AND HAD STARVED AREN OR FRUTER. 10 DEATH.

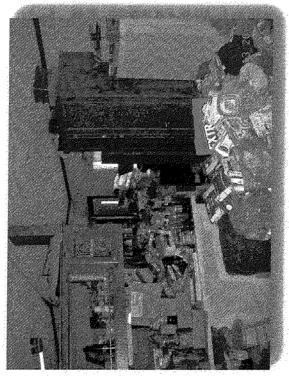
THE OCCUPANT HAD BEEN EVICTED AND HAD VACATED THE MOBILE HOME ON 2-7-2018 WE HAVE NOT SEEN HIM AT 33 RYEFTERD DRIVE SINCE 2-7-2018.

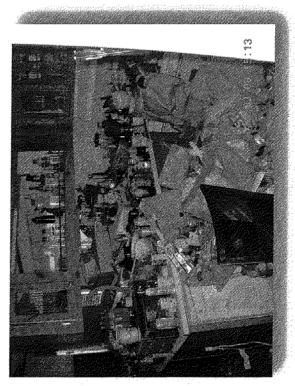
MY SAN SHEWON P. POPE DID SEE MR DUINEMBLE. AT THE RYETIED DRIVE MAIL BOKES ON THE MOUNING OF 3-28-2013 DRIVING A WHILE BUICK WITH MAINE ASRICULTURE PLATE.

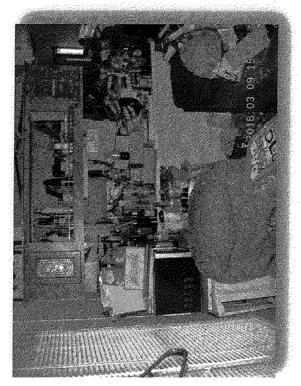
Located at: RYEFIELD DRIVE, OLD ORCHARD BEACH, MAINE TELEPHONE • 24 HOURS A DAY • 207-934-5655

Tu 3-30-2018









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05/25/2018 15:15 reg2

|TOWN OF OLD ORCHARD BEACH |Real Estate Tax Statement

P 1 txtaxstm

PARCEL: T0475-00000-00000

LOCATION: 33 RYEFIELD DR OOV

CURRENT OWNER:
DUTREMBLE TROY J
33 RYEFIELD DR OOV
OLD ORCHARD BEACH ME 04064

CURRENT STATUS:
SQ FT:
LAND VALUATION:
BUILDING VALUATION:
EXEMPTIONS:
TAXABLE VALUATION:
INTEREST PER DIEM

LEGAL DESCRIPTION: NEW FOR 1995-96

DEED DATE: 04/01/2016 BOOK/PAGE:

PER/LIST

INTEREST DATE: 05/25/2018

	TYPE E	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2017	LIEN REAL ESTAT MAIL 30 DAY FEE LIEN COST INT.AT LIE	3	341.67 7.23 3.00 51.00 12.75	341.67 7.23 3.00 51.00 12.75	22.28 .00 .00 .00	363.95 7.23 3.00 51.00 12.75
			415.65	415.65	22.28	437.93
			415.65	415.65	22.28	437.93
GRANI) TOTALS		415.65	415.65	22.28	437.93

7176 Discussion with Action: Convey foreclosed property identified as 13 Beachplum Drive, Parcel T3215 to owners of record – (ESQUIBEL JAMISON C) for the total amount of \$5,589.03 in outstanding taxes and accumulated interest including estimated tax for FY19, due on the effective date of conveyance, plus any legal costs incurred by the Town of Old Orchard Beach.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Convey foreclosed property identified as 13 Beechplum Drive, Parcel T3215 to owners of record – (ESQUIBEL JAMISON C) for the total amount of \$5,589.03 in outstanding taxes and accumulated interest including estimated tax for FY19, due on the effective date of conveyance, plus any legal costs incurred by the Town of Old Orchard Beach.

VOTE: Unanimous.

						6,90,00 DAYPES	4100							
P 1 txtaxstm		43,500	43,500	06/05/2018	TOTAL DUE	358.70 346.84	705.54	734.28 3.00 51.00 25.66	821.17	821.17	753.24 7.23 3.00 51.00 26.65 7.23	855.58	855.58	799.72 3.00 7.23 51.30 27.36
		RENT STATUS: SQ FT: LAND VALUATION: BUILDING VALUATION:	EXEMPTIONS: TAXABLE VALUATION.: INTEREST PER DIEM	INTEREST DATE: 06/05/2018	INT DUE	17.22	22.59	46.31 .00 .00	46.31	46.31	9000000 88	88.36	88.36	134 58 .00 .00 .00
ORCHARD BEACH Tax Statement		CURRENT STATUS: SQ FT: LAND VALUATI BUILDING VAL	TAXAB	BILL/F SA	PRIN DUE	41.4	682.95	687.97 7.23 3.00 51.00 25.66	774.86	774.86	664.88 3.02 51.00 26.65 7.23	767.22	767.22	665.14 7.23 7.23 57.36 7.23
OF OLD Estate	DR PGV	04064		1 BOOK/PAGE: BILL/F	BILLED	341.48 341.47	682.95	687.97 7.23 3.00 51.00 25.66	774.86	774.86	664.88 7.23 3.00 51.00 7.23 7.23	767.22	767.22	665.14 3.00 7.23 51.00 27.36
05/30/2018 09:10 TOWN dmulherin Real PARCEL: T3215-00000-00000	LOCATION: 13 BEECHPLUM DR	CURRENT OWNER: ESQUIBEL JAMISON C * 13 BEECHPLUM DR / OLD ORCHARD BEACH ME	LEGAL DESCRIPTION:	DEED DATE: 03/28/2011	YEAR TYPE BILL INST CHARGE	8 RE-R RE TAX AM RE TAX AM		2017 LIEN 59 1 REAL ESTAT MAIL 30 DAY FEE LIEN COST INT. AT LIE		1	2016 LIEN 1 REAL ESTAT MAIL 30 DAY FEE LIEN COST LIEN CERT LIEN CERT			2015 LIEN 1 REAL ESTAT 30 DAY FEE MAIL LIEN COST INT.AT LIE

Page 59 of 60 Town Council Meeting Minutes of June 5, 2018.

7177 Discussion with Action: Approve the Liquor Licenses Renewals for <u>GFB Scottish Pub LLC dba/GFB Scottish Pub</u> (205-3-1-B), 32 Old Orchard Street, m-s-v in a Restaurant; <u>Duffy's Tavern & Grill OOB Inc. dba/Duffy's Tavern & Grill – OOB</u> (208-1-6), 168 Saco Avenue, m-s-v in a Restaurant; <u>The Beachwood dba/The Beachwood</u> (307-1-4), 29 West Grand Avenue, m-s-v in a Hotel – Optional Food; and <u>Venetia's LLC/Venetia Kouzounas Dba/Venetia's Restaurant</u> (313-4-3), 93 West Grand Avenue, m-v in a Restaurant.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the Liquor License renewals as read.

VOTE: Unanimous.

7178 Discussion with Action: Approve the Special Event Permit application for the Salvation Army to hold their 5th annual Freedom 5K Run/Walk on Monday, July 30th, 2018. Race starts at 7:30 a.m., and finished by 11 a.m. Request to hang a banner on Saco Avenue two weeks prior to the event.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the Special Event Permit application for the Salvation Army to hold their 5th annual Freedom 5K Run/Walk on Monday, July 30th, 2018. Race starts at 7:30 a.m., and finished by 11 a.m. Request to hang a banner on Saco Avenue two weeks prior to the event.

VOTE: Unanimous.

ADJOURNMENT

MOTION: Vice Chair O'Neill motioned and Councilor Blow seconded to Adjourn the Town Council Meeting at 8:30 p.m.

VOTE: Unanimous.

Respectfully Submitted,

V. Louise Reid Town Council Secretary

I, V. Louise Reid, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of sixty (60) pages is a copy of the original Minutes of the Town Council Meeting of June 5, 2018.

V. Louise Reid