

**TOWN OF OLD ORCHARD BEACH
TOWN COUNCIL MEETING
Tuesday, September 4, 2018**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, September 4, 2018. Chair Thornton opened the meeting at 6:31 p.m.

The following were in attendance:

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

Absent:

CHAIR: I ask for a Motion to Amend Agenda Item 7236 – to Accept the bid from Beaugard Equipment for the purchase of a 2018 Sidewalk Tractor Plow and attachments for the Public Works Department at a cost of \$134,005.45; and for the purchase of a Ribbon Blower at a cost of \$17,679 from Account Number 50002-50551 – Operating Equipment, with a balance of \$21,650; and to Approve Order 2018-3 entitled “Order to Authorize Lease Purchase of a Sidewalk Tractor Plow in the principal amount of \$134,005.45” through Androscoggin Bank at 3.96% for five (5) annual payments in the amount of \$28,922.12; from Account Number 20197-50330 – Lease Debt Service Expense, with a balance of \$363,717.24.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Amend Agenda Item 7236 – to Accept the bid from Beaugard Equipment for the purchase of a 2018 Sidewalk Tractor Plow and attachments for the Public Works Department at a cost of \$134,005.45; and for the purchase of a Ribbon Blower at a cost of \$17,679 from Account Number 50002-50551 – Operating Equipment, with a balance of \$21,650; and to Approve Order 2018-3 entitled “Order to Authorize Lease Purchase of a Sidewalk Tractor Plow in the principal amount of \$134,005.45” through Androscoggin Bank at 3.96% for five (5) annual payments in the amount of \$28,922.12; from Account Number 20197-50330 – Lease Debt Service Expense, with a balance of \$363,717.24.

VOTE: Unanimous.

ACKNOWLEDGEMENTS:

The Salvation Army is having a Fun Fair on Saturday, September 8, 2018 from 11:00 a.m. to 2:00 p.m. at their location at 2 Sixth Street. It is a free event for all ages and will include pony rides, touch-a-truck, bouncy castle, K-9 demonstration, door prizes and lots more. Get to know their facility, programs and services. You are sure to find a warm welcome.

ACCEPTANCE OF MINUTES: Acceptance of Town Council Meeting of August 21, 2018.

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

VOTE: Unanimous.

PRESENTATION: SEEDS OF HOPE
Reverend Shirley Bowen – Executive Director

The Reverend presented a report on the work of Seeds of Hope. She indicated it was marking ten years of compassionate Service to the Tri-City Communities. It is a Charitable 501©(3) non-profit organization where it all begins with a meal. The Mission of Seeds of Hope is to collaborate with local communities to find meaningful solutions to poverty, isolation and despair in a welcoming and compassionate environment. It has a Drop in Center which is open five days a week serving continental breakfast and lunch to 70 to 90 individuals a day for 250 days of the year allowing enjoyment through cable TV, games, conversation, crafts, lending library and other activities. The ability to receive free clothing and AA meets there weekly as a source of assistance. There are other programs such as TOPS, Education and Wellness classes, Food Pantry, and also a Career Resource Center. They are staffed by volunteers year round.

Seeds of Hope was founded in 2008 as a community partnership among several service organizations and churches under the umbrella of Christ Episcopal Church. The Seed of Hope Neighborhood Center is non-sectarian and open to all people regardless of faith, sexual orientation, ethnic background, race, gender identity, or level of physical or cognitive abilities. We operate with a two-fold approach of mercy and justice – provide immediate assistance where needed and help fight the causes of poverty, isolation and despair.

Initially open as a drop-in Center two days a week offering simple breakfast items, the growing financial despair in a city that was always struggling resulted in increasing numbers seeking nourishment and support. Within five months of our opening, and with help from a City of Biddeford Community Block Grant, we opened a staffed Career Center to fill the gap left by the state's closing of the Saco-based Career Center. In our third year we added two additional days each week, expanded our meal options and tripled the number of volunteers who serve our neighbors.

In 2011 Seeds of Hope applied for and was granted 501 (c)(3) non-profit status. Christ Church closed in 2012, and the work of the Center, which has always been non-sectarian, not only continues, it grows. We are intentionally located within one of the poorer parts of the city and within just a few blocks from the other highly depressed neighborhood, both of which are characterized by high density, poor quality housing. We're increasingly serving more residents from Saco, Old Orchard Beach and the surrounding small communities such as Dayton, Arundel, Lyman and others. The majority of our neighbors are without cars and are dependent on limited public transportation options. There are no free daily breakfast or lunch programs for adults in Biddeford or the adjacent communities. We now serve breakfast/lunch to 70-90 people per day five days a week and another 250 a month for an evening meal. During the summer months, we are increasingly serving entire families. Our desired outcome is that no person who is mobile in our community be hungry.

The goals of our programs are varied and based in our mission: "collaborating with our local communities and neighbors to find meaningful solutions to poverty, isolation and despair in a welcoming and compassionate environment." **First is to offer nutritional breakfast and lunch** meal options for members of the surrounding communities. A **second goal is to help those who are able to find work in our community.** We operate a Career Resource Center because we believe that we must pair mercy with justice, not only feeding those in need, but helping them to become self-sufficient, or to at least have more choices in meeting basic needs. We currently provide internet-connected computers and support on resume development, job searching and interview prep support. Many who are searching for work have little or no computer skills, so the assistance is very time-intensive. We also provide free wireless access in our facility and to a four-block radius from our Center for those who qualify under federal poverty guidelines.

Businesses are still closing, and much of the work available to the unemployed is minimum wage. Additionally, with state and federal funding cuts of many social services, those with various disabilities are left to struggle to obtain services and make ends meet for their households. In the past 12 months we have also welcomed an increasing number of neighbors who are living outside or couch-surfing with no reliable, permanent shelter. **A third goal is to help address limited affordable housing options.** We are spearheading efforts to address homelessness in our communities and are developing a Security Deposit Revolving Loan fund to assist those with a regular but limited income with the resources to rent an apartment.

The relationships built at the Center are deep, authentic, and compassionate. For some, having breakfast at Seeds of Hope is their only social outlet. They stay, visit, and make new friends. They learn about nutrition on a food stamp budget and financial literacy. They obtain free flu shots and participate in health education programs. Most importantly, they experience an environment free from the various forms of violence that permeates many of their lives, and through our loving compassion, they feel welcome and safe.

Our programs include:

- a drop-in center staffed by trained volunteers.
- expanded continental breakfast/lunch, feeding 70-90 a day, including a variety of cereals, hard boiled eggs, fruit, bagels, waffles, toast, peanut butter and jelly, oatmeal, soup and bread, fresh produce when available, milk, juice, coffee, tea, and hot chocolate. Hot soup, bread and on occasion other donated meal options.
- staffed career center that helps our neighbors seek employment and other services needed when one is unemployed or underemployed; 300+ used our services in 2017.
- BiddefordOpenNet service for low-income neighbors in a 16 sq. block area, allowing them to tap into our wireless internet server; 210 families who would not have access for job searching or school work are receiving the internet in their homes; when available, donated computers are rehabilitated and given to families who qualify.
- free new or gently-used clothing, including interview/job quality clothing if needed.
- free health programming, including Hep C and HIV testing & referral, flu shot clinics, blood-pressure screenings, and nutritional/weight loss support & information
- non-food essentials pantry run entirely by volunteers, open twice a month to provide items that are not covered by food stamps, such as laundry detergent, soap, shampoo, diapers, toilet paper, razors, etc. A simple dinner is served during our pantry hours, serving 250/month while they wait to access the non-food essentials.
- warming and cooling center and a hub for community meetings and planning efforts in the City of Biddeford.
- grief, transition and spiritual support.

PROCLAMATION: TEAM HAILEY HUGS
Assistant Town Manager V. Louise Reid

Proclamation



The State of Maine is Going Gold in the month of September from this year forth in support of Childhood Cancer Awareness.

Whereas, Cancer is the leading cause of death by disease among U.S. Children and is detected in more than 15,000 of our country's sons and daughters every year; and

Whereas, In the State of Maine cancer affects more than 50 new children and families annually, where more than 400 children are undergoing treatment currently and where we are ranked in the top range of incidence of all cancers at 468.3 per 100,00 people; and

Whereas, September is nationally recognized as Childhood Cancer Awareness Month; and

Whereas, thanks to ongoing advances in research and treatment, the five year survival rate for all childhood cancers has climbed from less than 50 percent to 80 percent over the last several decades; and

Whereas, innovative studies are leading to real breakthroughs reminding us of the importance of supporting scientific discovery and moving closer to finding cures, though much work remains to be done; and

Whereas, 1 in 5 children diagnosed will not survive.

During *National Childhood Cancer Awareness Month* we remember the many children who have been taken from us too soon and we extend our support to all those who continue to battle this illness with incredible strength and courage.

Now, therefore, As Chairman of Town/City of Old Orchard Beach, I, Joseph Thornton, proclaim that the Town/City of Old Orchard Beach will help Maine Go Gold in support of *Team Hailey Hugs* and all of the children and families affected by Childhood Cancer. In doing so, from this day forward, we will recognize September as *Maine Childhood Cancer Awareness Month*. This is our way of paying tribute to the families, friends, professionals and communities who lend their strength to children fighting pediatric cancer.

Dated this 4th day of September, 2018

Printed Joseph Thornton

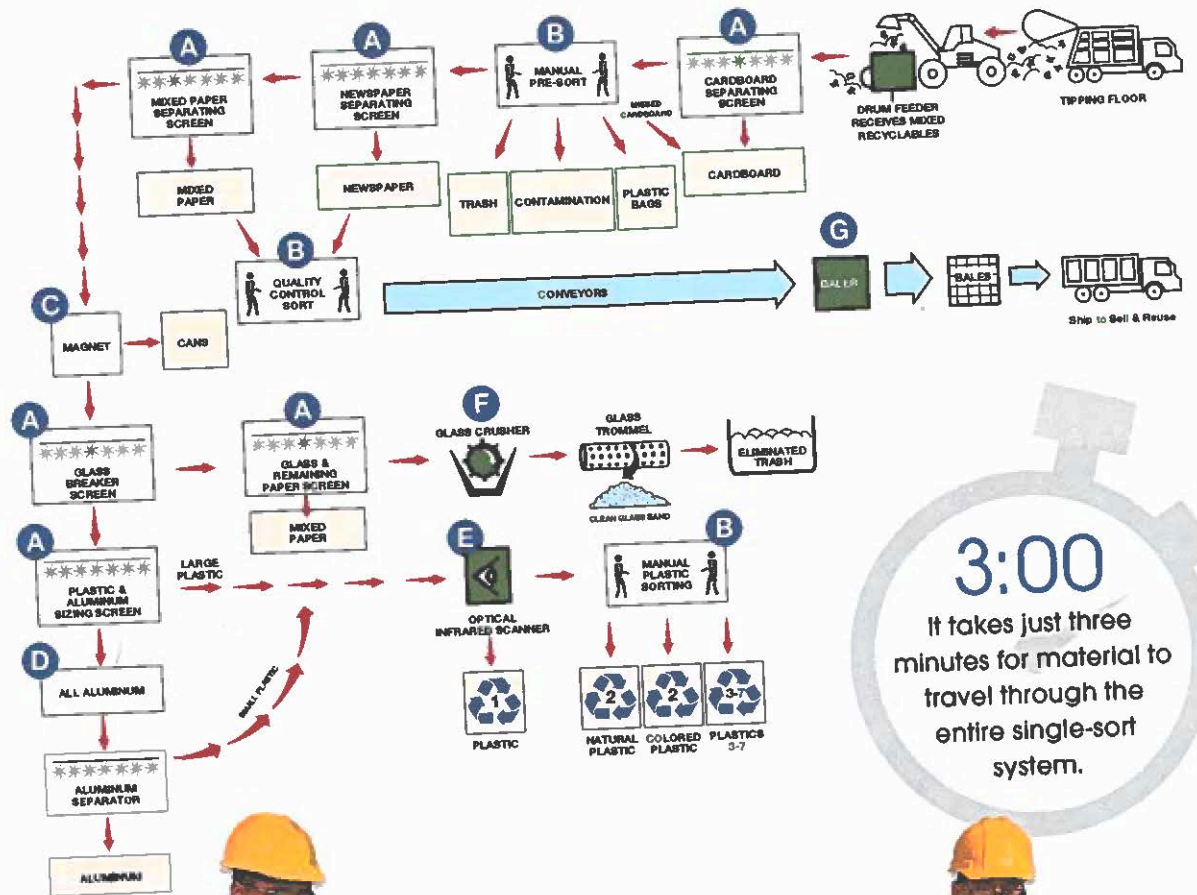
Signed _____

CURBSIDE RECYCLING

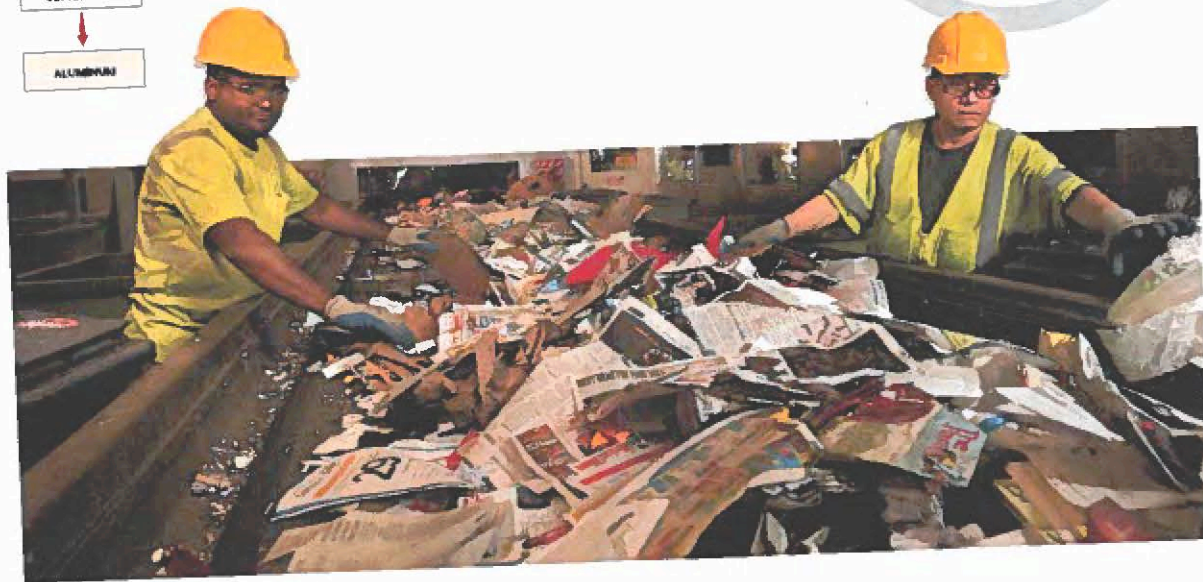
There was an extensive discussion on recycling including the video presentation done by Casella Waste and also the discussion with the Council and audience by Vanessa Berry and Lissa Bitterman of Eco Maine. They discussed single-sort recycling which means that consumers place household recyclables into one bin, separate from trash. This allows for recyclable paper, glass, cardboard, metals and rigid plastic containers labeled #1-8 to be thrown together in just one container. Before Eco-Maine brought single sort to Maine in 2007, each type of recyclable materials needed to be sorted, stored and delivered in separate containers, which was time-consuming, costly and had a negative effect on the carbon footprint. Because single-sort recycling is convenient, participation in it is increasing and that's not just good for the environment but it also has financial benefits for our community. Municipalities pay less for Ecomaine's recycling services compared to solid waste (trash) disposal. More importantly, diverting recyclable materials out of the waste stream prevents them from being stored in landfills forever. To be used in the manufacturing of new products, recycled materials do, in the end, need to be separated from each other and baled by type. Using a mix of mechanical, magnetic, high-tech optical sorting, and hand-sorting techniques, EcoMaine is able to separate and bale mixed recyclables in nine different categories including Cardboard, Mixed Paper, Aluminum, Steel and Tin Cans, Glass, # 1 Pet Plastic; #2 Natural Plastic; #2 Colored Paper; and #3-7 Plastic. Once the paper, cardboard, metal, aluminum and rigid plastic have been baled by material type, EcoMaine sells them on the open commodities market to be used in the manufacturing of new items. Like the stock market, the market prices for recyclables fluctuate based on supply and demand for the material. Therefore, it is important to the success of recycling that we ask and buy products made from post-consumer recyclables wherever you shop. This creates demand for post-consumer recyclables and a circular economy. After being weighted at the scale house, trucks from all over Maine deliver mixes recyclables to Ecomania's "tipping floor." A front-end loader pushes the material onto a conveyor belt to begin the separation process. Some materials are separated out using "screens" which consist of hard-rubber spinning stars arranged on rows of spinning axles. The size of the stars and distance between each one determines which materials will be separated out. A lot of plastic is recyclable but plastic bags are not recyclable in Ecomania's single-sort recycling program. Consider reducing the use of plastic bags by bringing reusable shopping bags to the grocery store.

Many of those in attendance appreciated the presentation by EcoMaine and also asked questions. The brochures that were made available were also very helpful to the discussion of the recycling issue.

What Happens to Your Recyclables



3:00
 It takes just three minutes for material to travel through the entire single-sort system.



GOOD AND WELFARE:

Jerome Begert gave his view and suggestions on the subject of recycling and the video that had just been presented. He talked about the importance of the need for control in what is put in the various recycling containers. He also suggested that the video be put on Channel 3 as soon as possible and played several times during the day. He also sang the praises for the Blues Festival which featured four bands and said it was phenomenal.

The issue of the smell from the Wastewater Plant was raised again by those who spoke about the condition and although recognizing the need for upgrading the building situation, there was concern that the money could be better spent on a control system for the smell issue. Speaking on this issue included those who have the effect of discomfort often as a result of the issue here. Jeff Dickenson of 17 Connecticut Avenue; Robert Reynolds of 38 Massachusetts Avenue; Leland Murray of 24 Connecticut Avenue; and Meredith Sanders of Ocean Park who had spoken at the last meeting of the Council.

Vice Chair O'Neill congratulated the Town Manager for his fast attention to the problem of the fish on the beach and reaching out quickly to the community in solving the situation. The Town Manager told about the lifeguard at dug a big hole and the little children had fun bring in the fish on their yellow shovels and putting them in the hold and then covering up the hold. Parents were appreciative of giving the children activity.

PUBLIC HEARING: BUSINESS LICENSES

CHAIR: I open this Public Hearing at 7:29 p.m.

Birch Ridge Limited Partnership dba/The Birches Apartments (105A-3-1), 1 Wild Dunes Way, eighty-eight (88) year round rentals; Mark Desmarais dba/Quality Floor Finishers (107-2-32), 3 Vallee Lane, Retail; Simone Goulet and Carol Landry (206-11-8), 23 Cottage Avenue, one (1) year round rental; William and Dessy Long (206-27-5-5), 5 Sunset Drive, #5, one (1) seasonal rental; Suzanne and Anthony Viola (305-4-1-303), 1 Cleaves Street, #303, one (1) year round rental; Mark and Lynne Gotjen (305-4-1-608), 1 Cleaves Street, #608, one (1) year round rental; and Daniel Berman and MJ Vodarek (318-8-6-73), 146 West Grand Avenue, #73, one (1) year round rental.

CHAIR: I close this Public Hearing at 7:30 p.m.

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

VOTE: Unanimous.

TOWN MANAGER'S REPORT:

The Town Manager read a letter from Bob Rings and his appreciation to those associated with the Ballpark Commission.

Dear Councilors:

Having been on The Ballpark Commission six years plus, I have reason to be grateful for the contributions of current Commissioners and Operations staff (Current Commissioners are John Gallo, Vic Gould, Robin Dayton, Melissa Clark, and Kris Fish and the staff are Guy Fontaine, Jim Doran, and Sue Gordon) and several dozen former Commission members and over a hundred volunteers who helped restore our historic ballpark complex since 2008.

Individuals and service and commercial organizations dedicated hundreds of hours of labor and material goods in the restoration and continuous enhancements of The Ballpark.

The Ballpark, “mostly self-supporting”, is becoming a regional community service venue for baseball enthusiasts and 30 other types of events.

The Ballpark has offered skill building and playing opportunities and noteworthy charity fund raising and pure entertainment since 2010 for nearly 150,000 participants and patrons ages 5 to the 80 from all over the country. Survey results indicate that our venue users and patrons love The Ballpark and its location.

Last but certainly not least, special thanks for the growing support of the Town Councilors, Town’s Management team and Public Works personnel who have contributed significantly to The Ballpark’s maintenance and enhancement.

OOB’s Ballpark has again become another entertainment venue destination for our region.
Best regards,
Bob Rings

He also reported that paving work has begun today and will continue at least through the remainder of the week and the following streets will be addressed: Atlantic Avenue from Washington to Saco; Portland Avenue beginning near Milliken Mills Road towards the Scarborough line; Miles Avenue from Portland Avenue (near Neptune Avenue) towards Milliken Mills Road and extending 170 feet past there towards Scarborough; Birch from Cascade Road to Grandview; Fern Park from Saco Avenue to the end; Park Avenue from Somerset to the end; Hillside from Seaview to Woodland; Woodland from Hillside to Central; Central from Seaview to Cookman; and West Grand from Randall Avenue to the bridge at the Saco line. He also reminded everyone of the New England Parkinson’s race this coming Saturday. The race has grown at an incredible rate over the past ten years and in 2017 drew 1,000 cyclists from 23 States and three Provinces of Canada, as well as more than 250 volunteers. The hard work and dedication of the cyclists and volunteers resulted in a 25% increase in fundraising, bringing in over \$887,170 in 2017 along. That also put them at over \$3.3 million in cumulative donations to the Michael J. Fox Foundation since the inception of the Road. For four years in a row the New England Parkinson’s Ride has been honored by the Michael J. Fox himself as the largest independent single-day fundraising event for Tea Fox in the entire country. The Chamber of Commerce Car Show is scheduled for September 14th and 15th.

NEW BUSINESS:

7231 Discussion with Action: Accept the Proposal for \$19,500 from PC Construction for demolition of four (4) jail cells, installation of two (2) 50” X 48” windows and one (1) 36” door for the Fire Station from Account Number 20138-50813 – Facility Improvement Fire Account, with a balance of balance of \$70,742.

BACKGROUND:

The Fire Department went out for bids for the Fire Station Jail Cell Demolition including it being listed on the Town's website.
Two bids were received:

Lakeside Concrete Cutting, Inc.	\$19,700
PC Construction Company	19,500

PC Construction was the Company to make several trips to the Police Station to look at the project.

It should be noted that Jason Collar of NATE Libby's Masonry stopped in to review the project but later referred us to Jim Fredricks of Northeast Contracting. We made an appointment with Mr. Frederick but he never made the appointment. The fourth Company, Marshall Homes Pro, came in to look at the project but never returned a quote.

This project is very complex due to the fact we have to remove four- four inch slabs of cement from the overhead ceiling. Safety is our number one concern and PC Construction has a remote control robot that can extend an arm into the jail cells with a jackhammer to allow all the cement pieces to fall to the floor without anyone entering the rooms. We believe this is the safest way to get this project completed.

MOTION: Vice Chair O'Neill motioned and Councilor Tousignant Accept the Proposal for \$19,500 from PC Construction for demolition of four (4) jail cells, installation of two (2) 50" X 48" windows and one (1) 36" door for the Fire Station from Account Number 20138-50813 – Facility Improvement Fire Account, with a balance of balance of \$70,742.

VOTE: Unanimous.

Town of Old Orchard Beach

Request for Proposal-Fire Station Jail Cell Demolition

PROPOSAL BID RESPONSE FORM

Exhibit A

Total Price for all services listed below: \$19,500.00

- Demolition of an opening between the apparatus bay and the new EMS Room for a new 36" door.
- Demolition, removal and disposal of the 2 steel jail cells doors.
- Demolition, removal and disposal of four 4" elevated concrete slabs.
- Demolition, removal and disposal of three cement block walls.
- Saw cut and demolition for two new windows 48" tall x 50" wide.
- Install the two new windows and one new door into cement block walls.
- Daily clean-up
- Must be able to work around incoming Emergency calls.

- a) Please provide a minimum of three (3) references: Name, address, and telephone number of representatives of current or recent clients familiar with work performed by your firm for similar projects.

Attach additional documentation to this Bid Response Form if you need more space.

Reference #1

Coffee By Design
Alan Spear – Owner
1 Diamond Street
Portland, Maine 04101
207-831-2063

Reference #2

TD Bank
Scott Belesca – CBRE
1 Canal Plaza #500
Portland, Maine 04101
207-233-0958

Reference #3

Green Mountain Power Company
Geno Balestra Jr.
163 Acorn Lane
Colchester, Vermont 05446
802-747-3245

Town of Old Orchard Beach

Request for Proposal – Fire Station Jail Cell Demolition

b) Fully explain all deviations from the specifications in writing below.


Attach additional documentation to this Bid Response Form if you need more space.

The Vendor submitting this bid understands the Town of Old Orchard Beach reserves the right to reject any or all bids, reject any or all items, and further, reserves the right to delete any item or parts of items.

Date: August 17, 2018

BIDDER: PC Construction Company
(Company Name)

ADDRESS: 193 Tilley Drive
S. Burlington, VT 05403

BY: 
(Authorized Representative)

PRINT NAME: Justin Reed

Please sign and return to me. I've attached the entire RFP and the bid form completed. Despite what the RFP says, Chief Dube confirmed that we can email the bid. Only one other looked at it, and doesn't think they're going to price it. Our price went up by \$1,500 as a "convenience fee"...

Thanks,

Aaron

Aaron Cianchette

PC Construction
Project Manager - Special Projects Group
131 Presumpscot Street
Portland, Maine 04103
Office: 207-480-4818
Cell: 207-272-2792

Town of Old Orchard Beach

Request for Proposal – Fire Station Jail Cell Demolition

b) Fully explain all deviations from the specifications in writing below.

Attach additional documentation to this Bid Response Form if you need more space.

We have made some assumptions regarding the specifics of door + window installation since we do not know the existing reinforcement of wall, whether it is hollow/filled solid, exact type of lintel, exact type of window, extent of window finish trim, etc.

The Vendor submitting this bid understands the Town of Old Orchard Beach reserves the right to reject any or all bids, reject any or all items, and further, reserves the right to delete any item or parts of items.

Date: 8/20/18

BIDDER: Lakeside Concrete
Cutting, Inc
(Company Name)

ADDRESS: 12 Railroad St
Newport, ME 04953

BY: 
(Authorized Representative)

PRINT NAME: Ryan C Peters



PROPOSAL

DATE: August 20, 2018

TO: Town of Old Orchard Beach, Ed Dube, Fire Chief or Rich Kindelan, Deputy Chief

PROJECT: Fore Station Jail Cell Renovation at 136 Saco Ave, Old Orchard Beach, Maine

DESCRIPTION OF WORK:

As discussed at the site on August 17, 2018, we understand our scope of work to be as follows:

- Cell area #1 – located in corner of building
 - Remove 4" suspended slab ceiling above jail cells, measures approx 10'x13'
 - Remove 13' long wall at front which has two steel jail cell doors/grates in this wall
 - Remove two walls, each approx. 10' long x 8' high x 8" block
 - Exterior wall to remain in tact
- Cell area #2 – located in center of building
 - Remove 4" suspended slab ceiling above jail cells. Measures approx. 9'x13'. This needs to be cut or broken flush near the perimeter walls because it was built integral with perimeter walls.
 - Remove one intermediate wall which is approximately 9' long x 7' high
- Sawcut two window openings 48" high x 58" long in exterior 8" block wall
- Sawcut one door opening 6'-8" high 3'-0" wide in an interior 8" block wall
- Install steel angle iron lintels into the top sawcut above doors and windows
- Install doors and windows (all materials provided by others)

GENERAL QUALIFICATIONS:

- Day work with no noise restrictions (other than at times of dispatching). We will create noise in excess of 100 dB
- A garden hose water connection is available for us to connect to
- Slurry will be vacuumed and dumped at the Public Works

ITEMIZED PRICE (AS REQUESTED):

Concrete cutting at jail cells \$11,000

Concrete cutting at door and windows \$2,400

Remove debris from building and disposal of concrete debris \$3,100

Masonry Labor for parge-coat of hollow masonry at doors and windows and install steel lintels \$1,200

Carpentry Labor for installation of lintel, doors, and windows \$2,000

ALL MATERIALS ARE PROVIDED BY THE TOWN OF OLD ORCHARD BEACH

TOTAL PRICE: \$19,700

RYAN PETERS

LAKESIDE CONCRETE CUTTING, INC.

Louise Reid

From: Aaron Cianchette <ACianchette@pcconstruction.com>
Sent: Monday, August 20, 2018 9:35 AM
To: Louise Reid; Ed Dube
Subject: Fwd: OOB Bid form
Attachments: OOB Fire Dept - Exhibit A.pdf; ATT00001.htm

Good morning.

Please see attached PC Construction Company's bid form for the demolition and masonry project at the fire station. You could please reply with confirmation of receipt it would be much appreciated.

Thank you,

Aaron

Sent from my iPhone

Begin forwarded message:

From: Justin Reed <jreed@pcconstruction.com>
Date: August 20, 2018 at 8:35:13 AM EDT
To: Aaron Cianchette <ACianchette@pcconstruction.com>
Subject: RE: OOB Bid form

From: Aaron Cianchette
Sent: Monday, August 20, 2018 8:04 AM
To: Justin Reed <jreed@pcconstruction.com>
Subject: Re: OOB Bid form

Not for this specific project. But this is the same contract and they have reviewed it for several others in the past.

Sent from my iPhone

On Aug 20, 2018, at 7:40 AM, Justin Reed <jreed@pcconstruction.com> wrote:

Has legal and Risk reviewed the contract?

From: Aaron Cianchette
Sent: Friday, August 17, 2018 3:33 PM
To: Justin Reed <jreed@pcconstruction.com>
Subject: OOB Bid form

Town of Old Orchard Beach Maine



**Town of Old Orchard Beach, Maine
NOTICE OF REQUEST FOR PROPOSALS
FIRE DEPARTMENT
FIRE STATION JAIL CELL DEMOLITION**

August 3, 2018

Larry S. Mead, Town Manager
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach ME 04064

Town of Old Orchard Beach

Request for Proposal – Fire Station Jail Cell Demolition

OBJECTIVES

The Town of Old Orchard Beach is soliciting proposals for the demolition of four (4) jail cells, installation of two (2) 50" X 48" windows and one (1) 36" door for the Fire Station located at 136 Saco Ave., Old Orchard Beach, ME 04074

This Request for Proposal document does not define any contractual relationship between the selected respondent and the Town of Old Orchard Beach or obligate the Town of Old Orchard Beach to follow a set selection process. Any binding agreement between the Town of Old Orchard Beach and the successful respondent will be through a formal written agreement (contract – see Exhibit B) after the Town of Old Orchard Beach Town Council has made its selection.

A. SUBMISSION INFORMATION AND REQUIREMENTS

Proposals must be received by the Town of Old Orchard Beach no later than **1:00 PM on Monday, August 20, 2018**. There will be a public opening at that time. Proposals should be in a sealed envelope plainly marked "RFP – Fire Station Jail Cell Demo", and **mailed or delivered** to:

Town Manager
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach, ME 04064

Each proposal shall include:

Proposal Bid Form – Please complete Bid Response Form labeled Exhibit A.

INQUIRIES:

Any additional information concerning the project should be directed to:

Ed Dube, Fire Chief at 207-937-5858, email: edube@oobmaine.com

Rich C. Kindelan, Deputy Chief at 207-937-5858, email: rkindelan@oobmaine.com

Town of Old Orchard Beach

Request for Proposal – Fire Station Jail Cell Demolition

RESERVATION OF RIGHTS

The Town reserves the right to request clarification of and/or solicit additional information of any proposer; to have proposer(s) make presentations to the Selection Committee; and/or to negotiate with any proposer(s) regarding any terms of their proposal, including but not limited to the cost and/or scope of services, with the intent to achieve the best proposal that shall result in a contract that is deemed by the Town to be in its best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement, if possible.

The Town reserves the right to waive any informality in the proposal, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the Town to do so. The Town reserves the right to substantiate the Proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the Town, as follows:

Pursuant to Town ordinance, the Town is unable to contract with businesses or individuals who are delinquent in their financial obligations to the Town. These obligations may include but are not limited to real estate and personal property taxes. Bidders who are delinquent in their financial obligations to the Town must do one of the following: bring the obligation current, negotiate a payment plan with the Town's Finance office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

B. SPECIFICATION OF WORK

This project is very complex because the demolition consists of removing four 4" slabs of cement from the overhead ceiling. Safety is my number one concern, I would prefer to have a mechanical device operating within the jail cells instead of having workers working under the cement slabs.

- Demolition of an opening between the apparatus bay and the new EMS Room for a new 36" door.
- Demolition, removal and disposal of the 2 steel jail cells doors.
- Demolition, removal and disposal of four 4" elevated concrete slabs.
- Demolition, removal and disposal of three cement block walls.
- Saw cut and demolition for two new windows 48" tall x 50" wide.
- Install the two new windows and one new door into cement block walls.
- Daily clean-up
- Must be able to work around incoming Emergency calls.

Town of Old Orchard Beach

Request for Proposal – Fire Station Jail Cell Demolition

Proposers shall provide a written itemized proposal which also lists and explains any deviations from these specifications. Proposers shall provide sufficient detail and proof needed to assist the Town in fully evaluating compliance with the detailed specifications. Failure to do so may result in rejection of the bid in its entirety. The Town retains the right to reject any bids if it is in the best interest of the Town.

All interested parties may visit the site prior to submittal of proposal, and should contact Chief Ed Dube or Dep. Chief Rich C. Kindelan at 207-937-5858 to schedule an appointment.

Town of Old Orchard Beach

Request for Proposal – Fire Station Jail Cell Demolition

PROPOSAL BID RESPONSE FORM

Exhibit A

Total Price for all services listed below: _____

- Demolition of an opening between the apparatus bay and the new EMS Room for a new 36" door.
- Demolition, removal and disposal of the 2 steel jail cells doors.
- Demolition, removal and disposal of four 4" elevated concrete slabs.
- Demolition, removal and disposal of three cement block walls.
- Saw cut and demolition for two new windows 48" tall x 50" wide.
- Install the two new windows and one new door into cement block walls.
- Daily clean-up
- Must be able to work around incoming Emergency calls.

- a) Please provide a minimum of three (3) references: Name, address, and telephone number of representatives of current or recent clients familiar with work performed by your firm for similar projects.

Attach additional documentation to this Bid Response Form if you need more space.

Reference #1

Reference #2

Reference #3

Town of Old Orchard Beach

Request for Proposal – Fire Station Jail Cell Demolition

b) Fully explain all deviations from the specifications in writing below.

Attach additional documentation to this Bid Response Form if you need more space.

The Vendor submitting this bid understands the Town of Old Orchard Beach reserves the right to reject any or all bids, reject any or all items, and further, reserves the right to delete any item or parts of items.

Date: _____

BIDDER: _____
(Company Name)

ADDRESS: _____

BY: _____
(Authorized Representative)

PRINT NAME: _____

**TOWN OF OLD ORCHARD BEACH
AGREEMENT**

This contract (hereinafter referred to as "Agreement") is made and entered into on this ___ day of _____, by and between the Inhabitants of the Town of Old Orchard Beach with a mailing address of 1 Portland Avenue, Old Orchard Beach, Maine 04064 (hereinafter referred to as "Town"); and _____ with a mailing address of _____ (hereinafter referred to as "Contractor").

WITNESSETH:

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

I. SCOPE OF WORK

The Contractor shall furnish all of the services and materials, and perform all of the work as outlined in a bid /proposal/ quote sheet request dated _____ and attached hereto as _____. The Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of all services furnished by the Contractor under this Agreement.

II. CONTRACTOR OBLIGATIONS

The Contractor warrants:

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

III. COMMENCEMENT AND COMPLETION

The Contractor will commence work on or after _____ and will complete work on or before _____.

IV. PAYMENT TERMS

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

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

V. GUARANTEE

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

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

VI. PERMITS AND LICENSES

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

VII. TERMINATION

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

VIII. DISPUTE RESOLUTION

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

IX. QUALIFICATIONS

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

X. SUBCONTRACTORS

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

XI. INSURANCE

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

- a. **General and professional liability insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing Services under this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.
- b. **Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing work covered by this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.
- c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, Contractor shall, at its own expense, provide for the protection of its employees not otherwise protected.
- d. All such insurance policies shall name Town as an additional insured, except that for purposes of workers' compensation insurance, Contractor and its subcontractors instead may provide a written waiver of subrogation rights against Town. Contractor, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to Town certificates satisfactory to Town evidencing such insurance coverage.

XII. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify, and hold harmless Town, its officers, employees and agents, in their official and individual capacities, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Agreement by the Contractor, its officials, employees, agents and subcontractors, including the loss of use resulting therefrom, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, or breach of the Agreement by Contractor or the acts or omissions, whether negligent, intentional or otherwise, of its subcontractor, sub-subcontractor, or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

XIII. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

Date: _____

By: _____

Title: _____

INHABITANTS OF THE
TOWN OF OLD ORCHARD BEACH

Date: _____

By: _____

Larry S. Mead, Town Manager

7232 Discussion with Action: Adopt Town Council Policy #18-1 Town Digital Message Center.

BACKGROUND:

The Town Staff reviewed this Policy which affects the operation and procedures related to the Town's Digital Message Center.

MOTION: Councilor Tousignant motioned and Vice Chair O'Neill seconded to Adopt Town Council Policy #18-1 Town Digital Message Center.

VOTE: Unanimous.

**Town of Old Orchard Beach
TOWN COUNCIL POLICY 18-1**

EFFECTIVE DATE: _____

SUBJECT: Town Digital Message Center

I. POLICY:

The digital message center, located at the corner of Saco Avenue and E. Emerson Cummings Blvd, was purchased in order to provide the general public with important information in a timely manner.

II. PURPOSE:

This regulation provides guidance pertaining to the use of the Town Digital Message Center.

III. DEFINITIONS:

Digital Message Center: An electronically activated changeable sign whose variable message capability can be electronically programmed. It is sometimes called a signboard or reader board.

IV. PROCEDURES:

In order to maintain the integrity of the messages displayed, the use of the digital message center is limited to official notices issued or sponsored by town government, the school department and the library.

Community service organizations operating in Old Orchard Beach may have messages displayed with the following restrictions:

- A. Provide a request in writing to signs@oobmaine.com no later than 7 days before but no more than 30 days from the requested posting date. All requests from Community Service Organizations are limited to one posting per month, and must have a Town Council approved Special Event Permit, in which the event is open to the public.

B. Messages will be displayed for no longer than 3 consecutive days. The Town will determine the days of the week that messages will be displayed and the length of time a message is posted.

C. All messages are limited by the size of the sign and only one screen may be displayed per day. No scrolling messages or graphics are allowed.

D. The Town will determine the content and wording of all messages.

E. Official government (Town, School, Library, and Town Council appointed Boards and Committees) messages shall have priority over messages of community service organizations at all times. Matters of public safety have top priority.

F. The Town does not guarantee that all messages requested will be displayed but those that are displayed will be decided upon by the order in which they are received.

G. the Town reserves the right to withdraw a community service organization's message at any time in order to make the message center available for official messages.

H. No messages with political content or of a personal nature are permitted at any time.

7233 Discussion with Action: Approve the Order #2018-2A entitled, "Order to Appropriate \$1,350,000 for a Wastewater Treatment Facility Administration Building Construction Project and to Authorize the Town of Old Orchard Beach To Issue General Obligation Bonds in the Principal Amount of \$1,000,000 to Fund the project", in the form presented to this meeting.

BACKGROUND:

Extensive discussion during the budget process was given to the construction of the Wastewater Treatment Facility Administration Building.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the Order #2018-2A entitled, "Order to Appropriate \$1,350,000 for a Wastewater Treatment Facility Administration Building Construction Project and to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount of \$1,000,000 to Fund the project", in the form presented to this meeting.

September 4, 2018 – Order #2018-2A

Motion: I move that the Order #2018-2A entitled, "Order to Appropriate \$1,350,000 for a Wastewater Treatment Facility Administration Building Construction Project and to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount of \$1,000,000 to Fund the Project," be approved in form presented to this meeting and that an attested copy of said Order be included with the minutes of this meeting.

ORDER TO APPROPRIATE \$1,350,000 FOR A WASTEWATER TREATMENT FACILITY ADMINISTRATION BUILDING CONSTRUCTION PROJECT AND TO AUTHORIZE THE

TOWN OF OLD ORCHARD BEACH TO ISSUE GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF \$1,000,000 TO FUND THE PROJECT

BE IT ORDERED, by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled:

That under and pursuant to the Charter of the Town of Old Orchard Beach (the "Town"), including Sections 303 and 409.12 therein, and the laws of the State of Maine, including Section 5772 of Title 30-A of the Maine Revised Statutes, and subject to municipal election approval, the Town Council, acting by and through the Town Treasurer ("Treasurer") and the Chairperson of the Town Council (the "Chair"), hereby appropriates the sum of \$1,350,000 to construct and equip a wastewater treatment facility administration building (the "Project"), and further authorizes the issuance of general obligation bonds of the Town, and notes in anticipation thereof, in a principal amount not to exceed \$1,000,000 (the "Bonds"), to finance a portion of the Project;

That all proceeds of the Bonds and earnings thereon are hereby appropriated to provide for the costs of the Project;

That the Treasurer and the Chair be and are hereby authorized to prepare, issue, and provide for sale of the Bonds at one time or from time to time, as one or more separate issues, and to determine the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption with or without premium, form(s), and other details of said Bonds, including execution and delivery of said Bonds against payment therefor;

That the Bonds be executed and delivered by the Treasurer and countersigned by the Chair under the official seal of the Town attested by the Town Clerk ("Clerk"), and otherwise be in such form and contain such terms and provisions not inconsistent herewith, as they shall approve, their approval to be conclusively evidenced by their execution thereof, and that any signature thereon may be by facsimile to the extent permitted by law;

That the Bonds be issued in the name of the Town and in registered form transferable only on the registration books of the Town, which registration books may be kept by the Town or its transfer agent, upon surrender thereof with a written instrument of transfer, duly executed by the registered owner or his/her attorney duly authorized in writing;

That in lieu of physical certificates of any of the Bonds, the Treasurer be authorized, as applicable, to undertake all acts necessary to provide for the issuance and transfer of such Bonds in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the preceding paragraph above regarding physical transfer, and the Treasurer be authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in the Treasurer's opinion, appropriate in order to qualify the Bonds for and participate in the Depository Trust Company Book-Entry Only System;

That the Treasurer, Chair, and Clerk from time to time be authorized to execute such Bonds as may be required to provide for exchanges or transfers of Bonds authorized hereunder;

That the Treasurer be authorized to arrange for the sale of the Bonds at public or private sale to such parties as the Treasurer determines to be in the Town's interest, to execute and deliver loan agreements and other contracts for that purpose, including without limitation loan agreement(s) with the Maine Municipal Bond Bank, and to select and hire such financial advisors, underwriters, registrars, paying agents, transfer agents, and other consultants, if any, as the Treasurer deems necessary to assist with the sale of the Bonds, all on such terms not inconsistent with this Order as the Treasurer shall approve;

That the Treasurer be authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of any of the Bonds herein authorized, any such Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer, with the advice of the bond counsel for the Town, and that the use and distribution of any such Preliminary Official Statement and Official Statement in the name and on behalf of the Town in connection with offering the Bonds for sale be approved;

That no part of the proceeds of the Bonds shall be used, directly or indirectly, to acquire any securities and obligations, the acquisition of which would cause the Bonds to be "arbitrage bonds" or "private activity bonds" within the meaning of Sections 148 and 141 of the Internal Revenue Code of 1986, as amended (the "Code");

That in connection with the Bonds, the Treasurer be authorized to execute and deliver on behalf of the Town an Arbitrage and Use of Proceeds Certificate in form approved by the Town's bond counsel, and to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Bonds, and to take all other lawful actions necessary to ensure that the interest on the Bonds will be excludable from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause interest on the Bonds to become includable in the gross income of the owners thereof;

That the Treasurer be authorized, as applicable, to designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of said Code;

That the Treasurer be authorized to covenant and agree, on behalf of the Town, for the benefit of the holders of the Bonds, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other actions that may be necessary to ensure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met;

That appropriate officials of the Town be authorized to execute and deliver on behalf of the Town such other documents and certificates as may be necessary or convenient to the issuance, execution, or delivery of the Bonds;

That the Treasurer, Chair, Clerk, and other proper officials of the Town be authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things, not inconsistent herewith, as may be necessary or desirable in order to effect the issuance, sale, and delivery of the Bonds and the accomplishment of the Project herein authorized;

That if the Treasurer, Chair, or Clerk for any reason be unavailable to, as applicable, approve, execute, or attest the Bonds or any related financing documents, the person or

persons then acting in any such capacity, whether as assistant, deputy, or otherwise, be authorized to act for such unavailable official with the same force and effect as if such official had himself/herself performed such act;

That if any of the officers or officials of the Town who have signed, attested, or sealed the Bonds shall cease to be such officers or officials before the Bonds so signed, attested, and sealed shall have been actually authenticated or delivered by the Town, such Bonds nevertheless may be authenticated, delivered, and issued with the same force and effect as though the person or persons who signed, attested, or sealed the Bonds had not ceased to be such officer or official; and also, any such Bonds may be signed, attested, or sealed on behalf of the Town by those persons who, at the actual date of execution of the Bonds, shall be the proper officers or officials of the Town, although at the nominal date of the Bonds any such person shall not have been such officer or official;

That the term “cost” or “costs,” as used herein and applied to the Project, includes all costs related to the Project, including without limitation costs, as applicable, for (1) acquiring, constructing, renovating, repairing, improving, equipping, designing, and engineering all or any portion of the Project and infrastructure related to the Project; (2) site preparation, including as applicable, removal of any existing buildings and improvements; (3) any real property interests, rights, easements, licenses and franchises acquired or conveyed in connection with the Project; (4) planning and development, site selection, preparation of specifications, surveys, engineering and feasibility studies, and other professional services associated with the Project; (5) environmental studies, appraisals and assessments; and (6) financing charges and issuance costs related to the sale and issuance of the Bonds, including without limitation premiums for insurance, interest prior to and during construction and for a period not greater than three (3) years from the issue date of the Bonds and for any additional period permitted under Section 148 of the Code, financial advisor fees and costs, underwriters’ fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses;

That the Treasurer in consultation with Bond Counsel is authorized to implement written procedures with respect to the Bonds for the purpose of: (i) ensuring timely “remedial action” for any portion of the Bonds that may become “non-qualified bonds,” as those terms are defined in the Code and regulations thereunder; and (ii) monitoring the Town’s compliance following the issuance of the Bonds with the arbitrage, yield restriction and rebate requirements of the Code and regulations thereunder;

That the Town hereby resolves and declares its official intent pursuant to Section 1.150-2(e) of the Treasury Regulations that the Town reasonably expects to use the proceeds of the Bonds to reimburse certain original expenditures from the Town’s general or other fund, paid not earlier than 60 days prior to adoption of this Resolution or to be paid, which original expenditures have been or will be incurred in connection with costs of the Project; that the Town reasonably expects that the amount of Bonds authorized hereby is the maximum principal amount that the Town will issue to finance the Project; and

That the Clerk files an attested copy of this Order in the record of proceedings of the Town Council, which record shall be open to public inspection.

September 4, 2018 – Order #2018-2B

Motion: I move that the Order #2018-2B entitled, “Order to Submit Order #2018-2A to the Voters and to Call Public Hearing,” be approved in form presented to this meeting and that an attested copy of said Order be included with the minutes of this meeting.

ORDER TO SUBMIT ORDER #2018-2A TO THE VOTERS AND TO CALL PUBLIC HEARING

BE IT ORDERED, by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled:

That under and pursuant to the Charter of the Town of Old Orchard Beach (the “Town”), including Sections 303 and 409.12 therein, and the laws of the State of Maine, including, as applicable, Titles 21-A and 30-A of the Maine Revised Statutes, Order #2018-2A, appropriating \$1, 350,000 to construct and equip a wastewater treatment facility administration building and authorizing the issuance of general obligation bonds in a principal amount not to exceed \$1,000,000 to fund said construction, be submitted to the voters of the Town at a general municipal election to be held Tuesday, November 6, 2018;

That the question submitted at the election read as set forth below;

Question 1: Shall Order #2018-2A entitled, “Order to Appropriate \$1,350,000 for a Wastewater Treatment Facility Administration Building Construction Project and to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount of \$1,000,000 to Fund the Project,” be adopted?

That said question is accompanied by a signed financial statement of the Town Treasurer, as well as the recommendations of the Town Council and Finance Committee, substantially in form as set forth below;

TOWN OF OLD ORCHARD BEACH FINANCIAL STATEMENT

1. Total Town Indebtedness

Bonds outstanding and unpaid	<u>\$8,259,867.00</u>
Bonds authorized and unissued	<u>\$ 0.00</u>
Bonds to be issued if this Question is approved	<u>\$1,000,000.00</u>
Total:	<u>\$9,259,867.00</u>

2. Estimated Costs of Bonds

At an estimated interest rate of 3.25 percent (3.25%), for a 10-year term, the estimated costs of this bond issue will be:

Principal	<u>\$1,000,000.00</u>
Interest	<u>\$ 170,800.00</u>
Total Principal & Interest to be Paid at Maturity	<u>\$1,170,800.00</u>

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above Estimated Costs of Bonds. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Treasurer
Town of Old Orchard Beach

Town Council Recommends:

Finance Committee Recommends:

That a public hearing be held on the subject of said question and be conducted by the Town Council on October 16, 2018 at 6:30 p.m. at the Town Hall Council Chambers, and that the Town Clerk give public notice of the hearing in the manner required by law;

That the Warrant and Notice of Election for the general municipal election and the Notice of Public Hearing be approved in form presented to this meeting; and

That an attested copy of this Order be filed with the minutes of this meeting.

**TOWN OF OLD ORCHARD BEACH
WARRANT AND NOTICE OF ELECTION
GENERAL MUNICIPAL ELECTION**

York County, ss.

State of Maine

To: Kim McLaughlin, Town Clerk of the Town of Old Orchard Beach:

You are hereby required in the name of the State of Maine to notify the voters of the Town of Old Orchard Beach of the General Municipal Election described in this Warrant and Notice of Election.

TO THE VOTERS OF THE TOWN OF OLD ORCHARD BEACH:

You are hereby notified that a General Municipal Election in this municipality will be held at the Old Orchard Beach High School, 40 E. Emerson Cummings Blvd. in the Town of Old Orchard Beach on November 6, 2018, for the purpose of determining the following question:

Question 1: Shall Order #2018-2A entitled, "Order to Appropriate \$1,350,000 for a Wastewater Treatment Facility Administration Building Construction Project and to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount of \$1,000,000 to Fund the Project," be adopted?

TOWN OF OLD ORCHARD BEACH FINANCIAL STATEMENT

1. **Total Town Indebtedness**

Bonds outstanding and unpaid	<u>\$8,259,867.00</u>	
Bonds authorized and unissued	\$	<u>0.00</u>
Bonds to be issued if this Question is approved	<u>\$1,000,000.00</u>	
Total:	<u>\$9,259,867.00</u>	

2. **Estimated Costs of Bonds**

At an estimated interest rate of 3.25 percent (3.25%), for a 10-year term, the estimated costs of this bond issue will be:

Principal	\$1,000,000.00	
Interest	\$	<u>170,800.00</u>
Total Principal & Interest to be Paid at Maturity	<u>\$1,170,800.00</u>	

3. **Validity**

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above Estimated Costs of Bonds. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Treasurer
Town of Old Orchard Beach

Town Council Recommends: _____

Finance Committee Recommends: _____

The voting on Question 1 shall be by secret ballot referendum and the polls shall be opened at 8:00 a.m. and closed at 8:00 p.m.

The Registrar of Voters will hold office hours while the polls are open to correct any error in or change a name or address on the voting list, to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

The Town Clerk intends to process absentee ballots on Saturday, November 3, 2018 and on the day immediately prior to Election Day beginning each day at 9:00 a.m. If a member of the public makes a written request by 9:00 am of the day of processing to inspect absentee ballots and envelopes before they are processed, an inspection period will be provided from 9:00 a.m. until 10:00 a.m. The Town Clerk intends to process absentee ballots on Election Day beginning at 9:00 a.m. and every hour on the hour until all absentee ballots are processed.

RETURN

York County, ss.

State of Maine

TO: The Municipal Officers of the Town of Old Orchard Beach

I certify that I have notified the voters of the Town of Old Orchard Beach of the time and place of the General Municipal Election by posting an attested copy of the within Warrant and Notice of Election as follows:

<u>Location of Posting</u>	<u>Date</u>	<u>Time</u>

Being conspicuous public places within the Town of Old Orchard Beach and being at least seven (7) days prior to the date of the General Municipal Election.

Signed and dated at the Town of Old Orchard Beach this _____ day of _____, 2018.

Kim McLaughlin, Town Clerk
Town of Old Orchard Beach

NOTICE OF PUBLIC HEARING

TO: Kim McLaughlin, Town Clerk of the Town of Old Orchard Beach:

In the name of the State of Maine you are hereby required to notify the voters of the Town of Old Orchard Beach of the Public Hearing described in this Notice of Public Hearing.

TO: The voters of the Town of Old Orchard Beach:

Take notice that a public hearing will be held on October 16, 2018 at 6:30 p.m., at the Town Hall Council Chambers, 1 Portland Avenue, in Town of Old Orchard Beach on the following Question, which will be the subject of a general municipal election vote on November 6, 2018.

Question 1: Shall Order #2018-2A entitled, "Order to Appropriate \$1,350,000 for a Wastewater Treatment Facility Administration Building Construction Project and to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount of \$1,000,000to Fund the Project," be adopted?

TOWN OF OLD ORCHARD BEACH FINANCIAL STATEMENT

1. Total Town Indebtedness

Bonds outstanding and unpaid	<u>\$8,259,867.00</u>	
Bonds authorized and unissued	\$	<u>0.00</u>
Bonds to be issued if this Question is approved	<u>\$1,000,000.00</u>	
Total:	<u>\$9,259,867.00</u>	

2. Estimated Costs of Bonds

At an estimated interest rate of 3.25 percent (3.25%), for a 10-year term, the estimated costs of this bond issue will be:

Principal	<u>\$1,000,000.00</u>
Interest	\$ <u>170,800.00</u>
Total Principal & Interest to be Paid at Maturity	<u>\$1,170,800.00</u>

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above Estimated Costs of Bonds. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

RETURN

York County, ss.

State of Maine

TO: The Municipal Officers of the Town of Old Orchard Beach

I have notified and warned the voters of the Town of Old Orchard Beach of the time and place of the within described public hearing by posting an attested copy of said notice as follows:

<u>Location of Posting</u>	<u>Date</u>	<u>Time</u>

Being conspicuous public places within the Town of Old Orchard Beach and being at least seven (7) days prior to the date of the public hearing.

Signed and dated at the Town of Old Orchard Beach this _____ day of _____, 2018.

Kim McLaughlin, Town Clerk
Town of Old Orchard Beach

7234 Discussion with Action: Approve the Order #2018-2B, entitled, “Order to Submit Order #2018-2A to the Voters and to call a Public Hearing,” in the form presented to this meeting and to hold the Public Hearing on October 16, 2018.

MOTION: Councilor Tousignant motioned and Vice Chair O’Neill seconded to Approve the Order #2018-2B, entitled, “Order to Submit Order #2018-2A to the Voters and to call a Public Hearing,” in the form presented to this meeting and to hold the Public Hearing on October 16, 2018.

VOTE: Unanimous.

#7235 Discussion with Action: Approve the purchase of thirty (30) Computer Workstations and Associated Software from DELL*EMC*, in the amount of \$31,056, from Account Number 51002-50903 – IT Equipment Replacement Capital, with a balance of \$32,723.63.

BACKGROUND:

It is recommended that desktop computers get replaced every 5 years. However, the Town has many computers that are 7 years old or older. These computers are becoming too slow to be used effectively, and the amount of hardware failures is increasing due to their age. Many have Windows 7, which will be dropped from Microsoft Support on 1/14/2020. After negotiating with Dell, we are able to replace 30 desktop computers, given the available budget. Of the 30, 12 will be for the Police Department, 8 will be for the Fire Department, and the remaining 10 will be deployed among the other locations.

The following table lists the count of computers that should be replaced, by location:

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the purchase of thirty (30) Computer Workstations and Associated Software from DELL*EMC*, in the amount of \$31,056, from Account Number 51002-50903 – IT Equipment Replacement Capital, with a balance of \$32,723.63.

VOTE: Unanimous.

Desktop Computer Replacement Recommndations by Location	
Location	Count
Waste Water	3
Public Works	3
Recreation	2
Fire	8
Police	12
Assessing	2
Codes and Planning	5
Clerk	1
Tax	0
Finance	2
Admin	1
HR	1
Maintenance	0
Total	40



A quote for your consideration!

Total: \$20,800.20

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000027851610.1	Quote date: Aug. 15, 2018	Quote expiration: Sep. 14, 2018	Deal ID: 16406864
---	-------------------------------------	---	-----------------------------

Company name: TOWN OF OLD ORCHARD BEACH	Customer number: 9742059	Phone: (207) 934-5714
---	------------------------------------	---------------------------------

Sales rep information: Jake Ramirez Jake_Ramirez@Dell.com (800) 456-3355 Ext: 7250082	Billing Information: TOWN OF OLD ORCHARD BEACH 1 PORTLAND AVE OLD ORCHARD BEACH ME 04064-2245 US (207) 934-5714
--	---

Pricing Summary

Item	Qty	Unit Price	Subtotal
OptiPlex 5060 SFF	30	\$693.34	\$20,800.20
		Subtotal:	\$20,800.20
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$20,800.20
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$20,800.20

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Jake Ramirez

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: ACCOUNTS PAYABLE	Shipping phone: (207) 934-5714	Shipping via: DELL Standard Delivery	Shipping Address: 1 PORTLAND AVE OLD ORCHARD BEACH ME 04064 US
--	--	--	---

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 5060 SFF	30	\$693.34	\$20,800.20
	Estimated delivery date: Aug. 24, 2018			
	Contract No: WN15AGW			
	Customer Agreement No: 1509220000000000058			
210-AOJY	OptiPlex 5060 Small Form Factor BTX	30	-	-
338-BNZU	Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux	30	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	30	-	-
630-AAPK	No Productivity Software	30	-	-
370-AEBL	8GB (2X4GB) 2666MHz DDR4 UDIMM Non-ECC	30	-	-
340-ABIG	SSD as first boot drive	30	-	-
400-AWFS	M.2 256GB SATA Class 20 Solid State Drive	30	-	-
773-BBBC	M2X3.5 Screw for SSD/DDPE	30	-	-
401-AANH	No Additional Hard Drive	30	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	30	-	-
325-BCXP	ODD Bezel, Small Form Factor	30	-	-
429-ABFH	8x DVD+/-RW 9.5mm Optical Disk Drive	30	-	-
379-BBHM	No Media Card Reader	30	-	-

555-BBFO	No Wireless LAN Card	30	-	-
340-AFMQ	No Wireless Driver	30	-	-
492-BBFF	No PCIe add-in card	30	-	-
329-BDRI	OptiPlex 5060 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	30	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	30	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	30	-	-
325-BCZQ	No Cable Cover	30	-	-
379-BBCY	No Additional Cable Requested	30	-	-
817-BBBC	Not selected in this configuration	30	-	-
575-BBBI	No Integrated Stand option	30	-	-
525-BBCL	SupportAssist	30	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	30	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	30	-	-
658-BBRB	Waves Maxx Audio	30	-	-
658-BCUV	Dell Developed Recovery Environment	30	-	-
658-BDVO	Software for OptPlex Systems	30	-	-
620-AALW	OS-Windows Media Not Included	30	-	-
387-BBLW	Energy Star	30	-	-
998-CYYY	Fixed Hardware Configuration	30	-	-
461-AAEE	Chassis Intrusion Switch SFF	30	-	-
575-BBKX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	30	-	-
650-AAAM	No Anti-Virus Software	30	-	-
658-BBTV	CMS Essentials DVD no Media	30	-	-
329-BBJL	TPM Enabled	30	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	30	-	-
551-BBBJ	No Intel Responsive	30	-	-
389-CGBB	Intel(R) Core(TM) i5 Processor Label	30	-	-
389-BDQH	Retail POD	30	-	-

340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	30	-	-
461-AABF	No CompuTrace	30	-	-
332-1286	US Order	30	-	-
340-CDZF	Documentation,English,French,Dell OptiPlex 5060 Small Form Factor	30	-	-
429-ABGY	No External ODD	30	-	-
389-CXHV	SFF EPA Regulatory LBL for Mexico	30	-	-
340-CDWZ	Ship Material for OptiPlex Small Form Factor	30	-	-
389-BBUU	Shipping Label for DAO	30	-	-
631-ABRK	Intel Standard Manageability	30	-	-
492-BCKH	No Additional Video Ports	30	-	-
800-BBIP	Desktop BTS/BTP Shipment	30	-	-
804-9043	Dell Limited Hardware Warranty Plus Service	30	-	-
804-9044	Onsite/In-Home Service After Remote Diagnosis 3 Years	30	-	-

Subtotal:	\$20,800.20
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$20,800.20

7236 Discussion with Action: Amend Agenda Item 7236 – to Accept the bid from Beaugard Equipment for the purchase of a 2018 Sidewalk Tractor Plow and attachments for the Public Works Department at a cost of \$134,005.45; and for the purchase of a Ribbon Blower at a cost of \$17,679 from Account Number 50002-50551 – Operating Equipment, with a balance of \$21,650; and to Approve Order 2018-3 entitled “Order to Authorize Lease Purchase of a Sidewalk Tractor Plow in the principal amount of \$134,005.45” through Androscoggin Bank at 3.96% for five (5) annual payments in the amount of \$28,922.12; from Account Number 20197-50330 – Lease Debt Service Expense, with a balance of \$363,717.24.

BACKGROUND:

The Public Works Department went out with a Request for Proposal (RFP) for a new Sidewalk Tractor Plow for the Public Works Department. Bids were received from the following:

HP Fairfield – Skowhegan, Maine	
Manufacturer – Trackless –MT7 - Tractor	
Total Price	\$ 102,999.00
Requested Attachments:	<u>43,916.00</u>
Total Price	\$ 146,915.00
120 day delivery	
Trade in Price:	
<u>2003 Trackless Plow</u>	<u>5,000.00</u>
Net Price Less Trade In	\$ 141,915.00
Beaugard Equipment – Scarborough, Maine	
Manufacturer – MacLean Engineering – MU4	
Total Price	\$ 134,005.45
No delivery date noted	
Total Trade In Price”	
<u>2003 Trackless Plow</u>	<u>6,000.00</u>
Net Price Less Trade In	\$ 128,005.45

MOTION: _____ motioned and _____ seconded to Amend Agenda Item 7236 – to Accept the bid from Beaugard Equipment for the purchase of a 2018 Sidewalk Tractor Plow and attachments for the Public Works Department at a cost of \$134,005.45; and for the purchase of a Ribbon Blower at a cost of \$17,679 from Account Number 50002-50551 – Operating Equipment, with a balance of \$21,650; and to Approve Order 2018-3 entitled “Order to Authorize Lease Purchase of a Sidewalk Tractor Plow in the principal amount of \$134,005.45” through Androscoggin Bank at 3.96% for five (5) annual payments in the amount of \$28,922.12; from Account Number 20197-50330 – Lease Debt Service Expense, with a balance of \$363,717.24.

VOTE: Unanimous.

	Price	Tires	Ribbon	V plow	Sander	mower	total attachments	Totals
Beauregard	\$83,945.45	\$3,192.00	\$24,264.00	\$6,900.00	\$5,454.00	\$10,250.00	\$50,060.00	\$134,005.45
HP	\$97,999.00	\$2,408.00	\$17,679.00	\$6,860.00	\$6,970.00	\$9,999.00	\$43,916.00	\$141,915.00
COMBINED BID LOWS	\$83,945.45	\$2,408.00	\$35,358.00	\$6,860.00	\$5,454.00	\$9,999.00	\$60,079.00	\$144,024.45

\$-



Howard P. Fairfield, LLC
Fax

To: LARRY S MEAD	From: Dave Cribby
Fax: 112079340755	Fax: (866) 896-9559
Date: Aug 22, 2018	Pages: 4

• **Comments:**

9 Green St
 PO Box 188
 Skowhegan, ME 04976
 Phone: 207-474-9836
 Fax: 207-474-6526

65 Pleasant Hill Rd
 Scarborough, ME 04074
 Phone: 207-885-4895
 Fax: 866-896-9559

94 Sheep Davis Rd
 Pembroke, NH 03275
 Phone: 603-225-9576
 Fax: 603-228-5246

373 SW Cutoff, RTE 20
 Worcester, MA 01604
 Phone: 508-755-8984
 Fax: 508-755-9534

Wabun Ave
 Morrisville, VT 05661
 Phone: 802-888-2092
 Fax: 802-888-1203

<http://www.hpfairfield.com>
sales@hpfairfield.com



HP Fairfield
P.O. Box 188, 9 Green Street
Skowhegan, ME 04976

TO: TOWN OF OLD ORCHARD BEACH

FROM: TRAVIS BAKER, H.P.FAIRFIELD

RE: "PUBLIC WORKS DEPARTMENT SIDEWALK TRACTOR PLOW" ~ REQUEST FOR QUOTE

PAGES: (2)

DATE: 8/22/18

ATTN: LARRY S. MEAD, TOWN MANAGER

FAX#: 207-934-0755

Columbia, CT (860) 228-8258 | Morrisville, VT (802) 888-2092 | Pembroke, NH (603) 225-9576
Scarborough, ME (207) 885-4895 | Skowhegan, ME (207) 474-9836 | Worcester, MA (508) 755-8984
www.hpfairfield.com sales@hpfairfield.com

Exhibit A

QUOTE FORM

PUBLIC WORKS DEPARTMENT

One (1) New Sidewalk Tractor Plow

We the undersigned agree to furnish **The Town of Old Orchard Beach** with the equipment described under Specifications. Any deviation or exception to the specifications will be listed on the quote form.

MANUFACTURER: TRACKLESS

MODEL: MT7

DELIVERY DATE: 120 DAYS

TOTAL PRICE - SIDEWALK TRACTOR PLOW: \$ 102,999.00 *SEE VENDOR QUOTE

TOTAL TRADE IN PRICE: \$ 5,000.00
2003 Trackless Plow

NET PRICE LESS TRADE - IN: \$ 97,999

EXCEPTIONS TO SPECIFICATIONS:
- PLEASE SEE PRODUCT INFO. PACKET, TO BE DELIVERED SEPERATELY.

COMPANY NAME: H.P. FAIRFIELD

ADDRESS: 9 GREEN ST.

CITY/TOWN: SKOWHEGAN STATE/ZIP: ME 04976

TELEPHONE: 207-399-4501 FAX: 207-474-6526

AUTHORIZED SIGNATURE: [Signature] DATE: 8/22/18

TITLE: SALES REP.



PUBLIC WORKS DEPARTMENT SIDEWALK TRACTOR PLOW



59 Contractor Drive
Hermon, ME 04401-1126
PH (207) 848-2050
FAX (207) 848-7482

14 Gibson Road
Scarborough, ME 04074-9307
PH (207) 885-0600
FAX (207) 885-0519

231 Sheep Davis Road
Concord, NH 03301-8517
PH (603) 225-8621
FAX (603) 229-0537

28 Jasper Mine Road
Colchester, VT 05446-1044
PH VT (802) 893-1555
PH NY (518) 583-3040
FAX (802) 893-1230

TOWN OF OLD ORCHARD BEACH



REQUEST FOR QUOTE PUBLIC WORKS DEPARTMENT

The Town of Old Orchard Beach is soliciting quotes for a new Sidewalk Tractor Plow for the Public Works Department. The Town is also interested in the option of trading in a 2003 Trackless Plow.

If interested please fill out the Quote Forms (exhibit A) and submit by fax with a cover sheet clearly marked "Public Works Department Sidewalk Tractor Plow" and shall be sent to Larry S. Mead, Town Manager, fax #207-934-0755, by **11:00 AM August 27, 2018**.

Direct any questions regarding the truck specifications or to inspect the trade-in, to Joe Cooper, Public Works Director, at:

E-mail: jcooper@oobmaine.com
Phone: (207) 934-2250

The Town of Old Orchard reserves the right to accept or reject any and all bids, or negotiate with particular vendors following the opening without right of recourse by bidders, if it is in the best interest of Old Orchard Beach. The Town reserves the right, at its' sole discretion, to accept or reject the Trade In when determining the lowest responsible bid. The base bid price quoted shall be the net amount and shall include all costs necessary to furnish and deliver Sidewalk Tractor Plow as required by the specifications listed below.

The Town of Old Orchard Beach is sales tax exempt.

SPECIFICATIONS – SIDEWALK TRACTOR PLOW

High range lockout to prevent operation of attachments in high range opt 10:1 deep reduction planetary transmission. style model 60 full float axles with new heavy duty alloy spindles and limited slip differentials. 7,000 lb. capacity each. Electric locking front differential Locker will not engage when in high range. Axle extensions for side slope mowing opt

SPEEDS

Low range (8 mph). High range (19 mph) Deep low range 0 to 3m (10ft) / min opt

P.T.O.

Front PTO 1³/₈" 6 spline, 540 RPM

Rear PTO 1³/₈" 6 spline, 540 RPM

HYDRAULIC SYSTEMS

20 GPM hydraulic gear pump driven by timing gears of engine 14 GPM hydraulic gear pump, only driven when PTO clutch engaged. Joystick control with 8 backlit membrane switches. 4 float position switches also have additional LED indicator lights. Switches color coded to circuits. Includes FNR (forward/neutral/reverse) switch

6 (3 pair) low volume front hydraulic couplers for attachment control.

2 (1 pair) high volume hydraulic couplers to power attachments requiring approximately 16 GPM

2 (1 pair) high volume hydraulic couplers to power attachments running off second auxiliary hydraulic pump

2 (1 pair) high volume hydraulic couplers at rear of tractor

Variable flow to rear hydraulics by way of rotary dial switch in cab

Cartridge type Hydraulic filter mounted at highest point in system to allow dry changes Thermostatically controlled bypass from oil cooler for winter start up.

Steel hydrostatic lines Low hydraulic oil warning Inching switch outside cab to control lift cylinders for safe pinning of attachments

BRAKING

Hydrostatic dynamic braking programmed for smooth deceleration.

STEERING

Articulated steering 35° each way.

Hydraulic motor, hydraulic steering cylinder, tilt steering column. Inside turning radius of approximately 8-feet. Tilt steering column includes hazard button, signal lever, center mounted horn High strength spherical bearings for pivot pins and steering pins

HITCHES

Front Trackless quick hitch with dual lift cylinder. Rear Category 1, 3-point hitch with anti-sway bar.

ATTACHMENTS: Bid Price for each

Ribbon Snow Blower

Front Mount Flail Mower

6 Way Snow Plow

Rear Mount Salt Spreader

Extended chute for loading trucks

Exhibit A

QUOTE FORM

PUBLIC WORKS DEPARTMENT

One (1) New Sidewalk Tractor Plow

We the undersigned agree to furnish The Town of Old Orchard Beach with the equipment described under Specifications. Any deviation or exception to the specifications will be listed on the quote form.

MANUFACTURER: MacLean Engineering

MODEL: MU4

DELIVERY DATE: _____

TOTAL PRICE - SIDEWALK TRACTOR PLOW: \$ 134,005.45

TOTAL TRADE IN PRICE: \$ 6,000.00
2003 Trackless Plow

NET PRICE LESS TRADE - IN: \$ 128,005.45

EXCEPTIONS TO SPECIFICATIONS:
All attachments requested are included
in the total price

COMPANY NAME: Bearsgard Equipment

ADDRESS: 14 Gibson Road

CITY/TOWN: Scarborough STATE/ZIP: Me. 04074

TELEPHONE: 207-885-0600 FAX: 207-885-0519

AUTHORIZED SIGNATURE: [Signature] DATE: 8/22/18

TITLE: Branch Manager

TOWN OF OLD ORCHARD BEACH



REQUEST FOR QUOTE PUBLIC WORKS DEPARTMENT

The Town of Old Orchard Beach is soliciting quotes for a new **Sidewalk Tractor Plow** for the Public Works Department. The Town is also interested in the option of trading in a 2003 Trackless Plow.

If interested please fill out the Quote Forms (exhibit A) and submit by fax with a cover sheet clearly marked "Public Works Department Sidewalk Tractor Plow" and shall be sent to Larry S. Mead, Town Manager, fax #207-934-0755, by **11:00 AM August 27, 2018**.

Direct any questions regarding the truck specifications or to inspect the trade-in, to Joe Cooper, Public Works Director, at:

E-mail: jcooper@oobmaine.com
Phone: (207) 934-2250

The Town of Old Orchard reserves the right to accept or reject any and all bids, or negotiate with particular vendors following the opening without right of recourse by bidders, if it is in the best interest of Old Orchard Beach. The Town reserves the right, at its' sole discretion, to accept or reject the Trade In when determining the lowest responsible bid. The base bid price quoted shall be the net amount and shall include all costs necessary to furnish and deliver Sidewalk Tractor Plow as required by the specifications listed below.

The Town of Old Orchard Beach is sales tax exempt.

Exhibit A

QUOTE FORM

PUBLIC WORKS DEPARTMENT

One (1) New Sidewalk Tractor Plow

We the undersigned agree to furnish **The Town of Old Orchard Beach** with the equipment described under Specifications. Any deviation or exception to the specifications will be listed on the quote form.

MANUFACTURER: _____

MODEL: _____

DELIVERY DATE: _____

TOTAL PRICE – SIDEWALK TRACTOR PLOW: _____

TOTAL TRADE IN PRICE: _____
2003 Trackless Plow

NET PRICE LESS TRADE – IN: _____

EXCEPTIONS TO SPECIFICATIONS:

COMPANY NAME: _____

ADDRESS: _____

CITY / TOWN: _____ **STATE/ZIP:** _____

TELEPHONE: _____ **FAX:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE: _____

7237 Discussion with Action: Approve the purchase of a new boiler for the Wastewater Building from Pine State Heating Services in the amount of \$16,077 from Account Number 20161-50330 – Wastewater Equipment Replacement, with a balance of \$67,197.93.

BACKGROUND:

Subject: Replace furnace in administrative building

Within the FY19 budget approvals \$11,000 was allotted for the replacement of the heating oil tank. This was based on a quote from Eastern Mechanical. After seeking other quotes it was suggested that it would be more cost effective to switch to a propane fired furnace. After seeking bids from Pine State Heating Services, Dead River and Down East Energy I only received one bid from Pine State Heating Services for \$16,077. It is expected there will be another \$1,000 in costs to remove the oil and dispose of the oil tank. The new furnace comes with a 2 year warranty on parts installed by Pine State Services with an additional 6 year warranty on parts

MOTION: Vice Chair O'Neill motioned and Councilor Kelley seconded to Approve the purchase of a new boiler for the Wastewater Building from Pine State Heating Services in the amount of \$16,077 from Account Number 20161-50330 – Wastewater Equipment Replacement, with a balance of \$67,197.93.

VOTE: Unanimous.



Proposal

Created for:

Proposed:

Bosch Greenstar Boiler

Gas-Fired Condensing Boilers

- 95% efficiency
- Reliable performance with low emissions
- Ultra quiet operation
- Compact, wall-hung design



BOSCH

Invented for life

Bosch's Greenstar boiler is 95% AFUE efficient which means it qualifies for Efficiency Maine's Home Energy Savings Program. The Greenstar boiler by Bosch is small in size but big in features. It is ultra quiet, space saving, environmentally friendly, uses modern condensing technology. As an **Accredited Bosch Contractor**, Pine State customer's receive an **extra year warranty** in addition to the regular manufacture warranty.

Total Estimate:

Details and options attached.



PLUMBING



HEATING



COOLING



SEWER & DRAIN

August 20, 2018

We are grateful for the opportunity to propose the following: Gas Boiler Replacement

- • Shut down, disconnect, cut out and remove old boiler and related material. Prepare area for new boiler.
- • Supply, deliver and install new Bosch SSB 399 Floor Standing ultra-efficient 96% propane gas heat only boiler. This is a boiler only replacement and doesn't include zone trim.
- • Supply and install new gas piping from the 2nd stage regulator that will be installed by the gas company.
- • Supply and install new boiler pipe and fittings to connect to the existing supply and return piping. Includes removing small amount of asbestos on piping at the boiler.
- • Includes vent exhaust and intake piping to the outside.
- • When ready fill and purge the system and check the operation.
- • Run the new system through all of its operations. Perform set up and efficiency test using a digital analyzer and leaving behind the set read outs.
- • Label the new piping and important features of the system.
- • Provide demonstration of the new equipment of the end user.

Installed price including sales tax: \$16,077 Includes rebate. As of July 1, 2018, the rebates were changed. Good until 9/30/18

Propane Company to set new tank in same location as the old oil tank. Removal of oil tank not included.

Pine State Protection includes a full 2-year warranty on everything we supply and install.

Being an Accredited Bosch Contractor gives you a 6 years parts and labor on the boiler and then the manufactures limited lifetime warranty on the heat exchanger. This warranty requires yearly service and safety check to maintain the warranty. The yearly service fee is \$299.

Your installation provides you with a 2 year Service Agreement with our Service Department. This entitles you to priority status for service and preferred discount pricing on any service that we provide within the first year and includes heating, cooling, plumbing and sewer and drain work.

*This is a \$118 value.

All work will be performed in a timely and professional manner by licensed technicians. If you have any questions or would like to schedule work please contact me.

Payment is requested as follows: 50% upon acceptance and the balance is due upon completion.

Credit Cards Accepted.

The above proposal, terms and conditions are satisfactory and hereby accepted. Pine State Services Inc. is authorized to do the work as specified and payment will be made in the amount outlined above.

Proposed By: Date: Accepted By: Date:

Lee Nicely

Systems Engineer

Employee Owner

7238 Discussion with Action: Set the Public Hearing date of September 18, 2018 to Amend the Town of Old Orchard Beach Code of Ordinances as follows: Amendment to Chapter 78 - Zoning, Article VI - Districts, Division 12 – Rural District, Section 78-963 – Conditional Uses; Amendment to Chapter 78, Article VII – Conditional Uses, Division 2 - Conditions, Section 18-1278 – Contractor Storage Yard 1.

BACKGROUND:

FROM: Jeffrey Hinderliter, Town Planner
SUBJECT: Contractor Storage Yard 1 Ordinance Summary & Additional Info
DATE: 4 September 2018

Ordinance Amendment Summary

- 1. Contractor Storage Yard 1 (CSY1) allowed as a conditional use in a specifically designated area of the Rural District.**
- 2. The specifically designated area includes lots of 1 acre or more with road frontage along Portland Ave between the Ross Rd/Portland Ave intersection and OOB/Scarborough town line (see map).**
- 3. Review falls under Planning Board jurisdiction.**
- 4. “Minimum Required Submission” info for CSY1 proposals include:**
 - Scaled site plan showing location and details of buffering, lighting, storage areas, parking, structures/buildings, vehicle circulation, etc.
 - Description of all vehicles and equipment used by business
 - Description and quantity of materials stored on-site
- 5. “Minimum Development Requirements” for CSY1 proposals include:**
 - Owner occupied residence must be on same lot as CSY1.
 - Setbacks for outdoor storage and vehicle parking
 - Buffer and screening standards
 - Storage area location limited to rear yard
 - Must comply with other town ordinances such as sound, lighting, signage, erosion control
- 6. “Other Review Criteria” apply to CSY1 proposals. This includes:**
 - Limits to the size/scale of operation
 - Set hours of on-site activity
 - Size and number of vehicles and equipment
 - Limits to traffic generation
 - Type, quantity, containment, location of materials stored on-site
- 7. As a conditional use, CSY1 must meet the conditional use ordinance standards including:**
 - Not result in significant hazards to pedestrians and vehicles
 - Not create or increase any fire hazard
 - Adequate off-street parking and loading areas
 - Not cause water pollution, erosion, sedimentation, contamination of water supply
 - Not create unhealthful conditions because of smoke, dust or other airborne contaminants
 - Not create nuisances to neighboring properties
 - Adequate waste disposal
 - Compatible with existing uses in neighborhood regarding noise and hours of operation
 - Buffering or screening to visually obstruct subject property from abutting uses
 - Provide adequate drainage

- Applicant must have adequate financial and technical capacity

Additional Info

The following is from a Fact Sheet prepared to assist with understanding the proposed ordinance amendments:

1. If the Ordinance Amendments are adopted where will Contractor Storage Yard 1 be allowed?
 - Lots with road frontage along Portland Ave., between the Ross Rd./Portland Ave. intersection and the OOB/Scarborough town line, that have an owner occupied residence and 1 acre or more in lot area
2. Which local ordinances will a Contractor Storage Yard 1 need to meet?
 - Contractor Storage Yard 1 Conditional Use standards (these are the proposed ordinance amendments)
 - Conditional Uses Ordinance
 - Rural District performance standards
 - Parking, Driveway, Off-Street Loading performance standards
 - Sign performance standards
 - Landscaping and buffering performance standards
 - Erosion and Sedimentation Control performance standards
 - Noise Ordinance
3. What are some of the requirements a Contractor Storage Yard 1 (CSY1) must meet?
 - An owner occupied residence must be maintained on the same lot as the CSY1
 - CSY1 lot must be a minimum of 1 acre
 - CSY1 driveway entrances must be a minimum of 50' from adjacent property boundaries
 - Outdoor storage and parking of vehicles and equipment must be set back 50' from front property line and 25' from side and rear property lines
 - CSY1 parking and storage areas must be visually blocked from the street and abutting properties
 - CSY1 will not result in significant hazards to pedestrian and vehicular traffic
 - CSY1 will not cause water pollution or contamination of any water supply
 - CSY1 will not create unhealthful conditions or nuisances because of odors, vibrations, smoke, dust, glare, noise, hours of operation
 - CSY1 will not adversely affect value of adjacent property
 - A site plan must be prepared showing storage areas, parking, structures, loading and unloading areas, buffering, and exterior lighting plan
4. How does the proposed Contractor Storage Yard 1 "(C) Other Review Criteria" work?
 - The Other Review Criteria language is proposed because fitting a CSY1 proposal in one common criterion set will not provide adequate regulation. The type of CSY1 may vary as well as its potential impacts abutting properties. The Other Review Criteria will allow the PB to customize their review to fit the proposal in a manner that the other standards may not allow. For example, the Planning Board could require a more extensive buffer than what is typically required "so as to prevent adverse impacts to adjacent property."
5. Who would be responsible for local review of a Contractor Storage Yard 1 proposal?
 - A CSY1 proposal will require a Conditional Use Permit which is reviewed by the Planning Board. This permitting process includes site walks and public hearings which provides an opportunity for abutting property owners to review and comment
 - Permit review by Code Enforcement if any structures, plumbing or electrical work is proposed

- **Business License review by Town Council**

The Planning Board heard and received a number of comments associated with this proposal regarding spot zoning, ordinance consistency with the comprehensive plan, changing the district/area to commercial, and impacts to property values. A few comments on each:

First, regarding spot zoning, it has been stated the present proposals and existing uses would require an illegal spot zone. A case cited to support this opinion is *Vella v. Town of Camden*. Regarding the claim associated with spot zoning in this case, “the plaintiffs contend, as they did before the trial court, that certain amendments to the Town's zoning ordinance are invalid because (1) they are inconsistent with the Town's comprehensive plan and constitute illegal spot zoning.” The case was decided in favor of the Town of Camden- “The record does not support the assertion of the plaintiffs that the legislative body of the Town did not consider whether the amendments enacted by it were consistent with and in basic harmony with the Town's comprehensive plan.” It's important to note that spot zoning is a neutral term encompassing both legal and illegal land use controls. The fact that a zoning amendment benefits only a particular property or is adopted at the request of a particular property owner for that owner's benefit is not determinative of whether it is an illegal spot zoning. Note the statement “spot zoning is a neutral term.” This is important because it's not derogatory or favorable- it's simply neutral. Also, the proposed ordinance amendments do not pertain to a single parcel of land or single individual.

Second, regarding the comp plan (which also relates to the question of spot zoning), it has been stated such uses and necessary amendments to allow those uses would be plainly inconsistent with the vision set forth for the Rural District in the Town's comprehensive plan. I agree that the Rural District's intent includes preserving the open, rural Character of Old Orchard Beach. Although, the PB should know the Rural District also states “certain commercial activities and mineral extraction may be developed if it's in a manner sensitive to the objectives of these areas.” These objectives include:

- Preservation of aesthetic rural character
- Noise regulations for commercial and industrial uses
- New construction to follow “good neighbor” performance and design standards. “Good Neighbor” standards include: protection of adjacent residential neighborhoods, regulation of scale, type of use, impact on visual & natural environment, landscaping, fencing, buffering, screening of parking and dumpsters, access to site, hours of operation, waste disposal, nuisances of noise and outdoor lighting.

Again, I agree the intent of the Rural District includes preservation of rural character; although, it does appear the comp plan allows certain commercial activities as long as they are developed in a manner sensitive to the objectives of these area which includes preservation of the aesthetic rural character and new construction that follows “good neighbor” standards. The proposed ordinance amendments include “good neighbor” standards. Also, existing ordinances that would apply to a proposed CSY1 include “good neighbor” standards.

Third, regarding the proposed amendments are changing the district classification to commercial, it could be argued this has already been done. Current ordinances allow the following uses in the same area (since at least 2001): limited commercial freight businesses, auto service and repair facilities, mineral extraction operations, animal husbandry for commercial purposes, private schools, public and private utility facilities, veterinary hospitals, and contractor storage yard 2. All of these uses could be classified as commercial uses. If the district was strictly limited to residential uses, I would agree this area is changing to a commercial zone. But, commercial uses are already permissible. Also, the zoning district is still the Rural District. What is changing is allowing a new land use to be permitted as a

Conditional Use in a portion of the Rural District. The Rural District will remain the Rural District.

Fourth, impacts to property values. This is a common question when proposing zoning changes and a tough one to provide a reliable answer. The reason is a definitive answer can only be found after the change takes place and sales data is collected for that specific area. A common way to make this determination is to compare the property value before the zoning change to the property value, based on a sale, after the change. And the sample needs to be larger than one property. Studies can be found that show positive and negative impacts but it's hard to apply these to this case considering things such as commercial uses are already permissible in this area. The zoning change itself should not impact current land and building values or taxes- it is tied more to the use after it comes into existence.

Contractor Storage Yard 1 vs Contractor Storage Yard 2

Zoning Ordinance Definitions:

Contractor storage yard 1 means the principal place of business for a building or landscape contractor operating a fleet of three or more construction/commercial vehicles and customarily consisting of offices, display areas, storage yards for building supplies, earth material, construction vehicle storage, and fueling storage facilities not exceeding 10,000 gallons in capacity and used exclusively for the fueling of the vehicles stored on site.

Contractor storage yard 2 means a yard, building, or combination thereof in which no more than two commercial vehicles, equipment, building supplies, and/or earth material are stored for use by a building or landscape contract tradesman solely for the conduct of the contract business and not for on-site display or resale to the general public.

Currently, the Rural District (RD) allows Contractor Storage Yard 2 as a conditional use. Contractor Storage Yard 1 is not allowed because it is omitted from the RD permitted and conditional use land use tables. Primary differences between Yard 1 & 2:

- Yard 1 allows for 3 or more construction/commercial vehicles. Yard 2 allows no more than 2.
- Yard 1 allows for fueling storage facilities up to 10,000 gallons. Yard 2 does not allow fueling storage facilities.
- Yard 1 appears to allow for a business with employees. Yard 2 appears to allow for a business to be conducted by a single person- “tradesman”
- Yard 1 allows a display area which could be interpreted to allow for on-site customers. Yard 2 does not allow on-site display or resale to general public.

CHAPTER 78 AMENDMENTS – CONTRACTOR STORAGE YARD 1

Ch. 78, Article VI, Districts and Article VII, Conditional Uses
(September 2018 Council)
(10 May 2018, PB Vote Version)

Amendment to Chapter 78, Article VI, Division 12 – Rural District, Section 78-963 – Conditional Uses (new language underlined):

(19) Contractor storage yard 1, only those parcels of land with road frontage along Portland Ave between the Ross Rd/Portland Ave Intersection and the Old Orchard Beach/Scarborough Town Boundary.

Amendment to Chapter 78, Article VII, Division 2 - Conditions, Section 18-1278 – Contractor Storage Yard 1 (new language underlined):

Sec. 78-1278 – Contractor storage yard 1

A contractor storage yard 1 may be permitted in the Rural District for parcels of land with road frontage on Portland Ave between the Ross Rd/Portland Ave Intersection and the Old Orchard Beach/Scarborough Town Line, provided the following conditions are met to the satisfaction of the planning board:

(A) Minimum Required Information

- (1) A scaled site plan that show the following information:
 - a. Storage areas for materials and equipment.
 - b. Parking and maintenance areas for business vehicles.
 - c. Location of buildings and structures on the site.
 - d. Vehicular circulation on the site, including points of access to the site from public roads, loading and unloading areas, employee and customer parking.
 - e. Landscaping and buffer areas.
 - f. Exterior lighting plan, including location, fixtures and specifications.
- (2) Description of all vehicles, trailers and equipment stored, maintained or used by the business on the property.
- (3) Description and quantity of all fuel and chemicals stored on the property.
- (4) Description and quantity of all materials stored on the property.
- (5) Description how business complies with the “Contractor Storage Yard 1” definition (see Chapter 78, Article I
- (6) Any other information as might be reasonably required by the Planning Board to assist with making a thorough evaluation of the proposal.

(B) Minimum Development Requirements

- (1) Driveway entrances from the street to parking and storage areas shall not be located within fifty (50) feet of any adjacent property boundary line. Driveways used exclusively for the residence shall be exempted from this standard.
- (2) The outdoor storage and parking of vehicles and equipment shall be setback a minimum fifty (50) feet from the front property line and twenty-five (25) feet from the side and rear property lines. Vehicles used exclusively for residence parking shall be exempted from this standard.

(3) All parking and storage areas shall be visually blocked from both the street and abutting properties by a solid fence and either an earth barrier or vegetative plantings. Vehicles used exclusively for residence parking shall be exempted from this standard.

(4) The storage area and/or associated accessory structures must be located in the rear yard area of the residential unit.

(5) Each lot shall be a minimum of one (1) acre.

(6) An owner occupied residence must be maintained on the same lot as the contractor storage yard 1.

(7) Compliance with applicable Rural District Performance Standards, Sec. 78-965.

(8) Compliance with applicable sound standards in Chapter 26, Article II.

(9) Compliance with applicable Chapter 78, Article VII Performance Standards.

(C) Other Review Criteria

(1) Scale of operation. The Planning Board may limit the scale of proposed operations so as to prevent adverse impacts on adjacent property.

(2) Hours of operation. The Planning Board may limit and set hours of operation for on-site activities so as to prevent adverse impacts on adjacent property.

(3) Size and number of vehicles and equipment. The Planning Board may limit the size (gross weight, length, and wheelbase) and number of vehicles and equipment so as to prevent adverse impacts on adjacent property.

(4) Traffic on and off site. The Planning Board may limit the traffic generated by the contractor storage yard 1 so as to prevent adverse impacts on adjacent property.

(5) Materials stored on site. The Planning Board may limit the type and quantity of materials stored on site so as to prevent adverse impacts on adjacent property. All materials likely to produce odors or dust shall be contained so as to prevent adverse impacts on adjacent property.

MOTION: _____ motioned and _____ seconded to Set the Public Hearing date of September 18, 2018 to Amend the Town of Old Orchard Beach Code of Ordinances as follows: Amendment to Chapter 78 - Zoning, Article VI - Districts, Division 12 – Rural District, Section 78-963 – Conditional Uses; Amendment to Chapter 78, Article VII – Conditional Uses, Division 2 - Conditions, Section 18-1278 – Contractor Storage Yard 1.

VOTE: Unanimous.

7239 Discussion with Action: Approve the Special Event Permit for the Herren Project and the Old Orchard Beach Recreation Department to hold a basketball tournament on Saturday, September 22, 2018 from 11:00 a.m. to 4:00 p.m.

MOTION: Councilor O'Neill motioned and Councilor Blow seconded to Approve the Special Event Permit for the Herren Project and the Old Orchard Beach Recreation Department to hold a basketball tournament on Saturday, September 22, 2018 from 11:00 a.m. to 4:00 p.m.

VOTE: Unanimous.

7240 Discussion with Action: Approve the Special Event Permit application from Barry Tripp and Jason Webber (OOB Recreation Director) to hold a Community Skate Day-Bowl Festival and BBQ at the Skate Park on Ballpark Way on Saturday, September 22nd, 2018 from noon to 4 p.m. Rain date will be Sunday, September 23rd, 2018.

MOTION: Vice Chair O'Neill motioned and Councilor Blow seconded to Approve the Special Event Permit application from Barry Tripp and Jason Webber (OOB Recreation Director) to hold a Community Skate Day-Bowl Festival and BBQ at the Skate Park on Ballpark Way on Saturday, September 22nd, 2018 from noon to 4 p.m. Rain date will be Sunday, September 23rd, 2018.

VOTE: Unanimous.

7241 Discussion with Action: Appoint Marianne Hubert as an Alternate Member of the Planning Board, term to expire 12/31/19.

MOTION: Vice Chair O'Neill motioned and Councilor Blow seconded to Appoint Marianne Hubert as an Alternate Member of the Planning Board, term to expire 12/31/19.

VOTE: Unanimous.

ADJOURNMENT:

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Adjourn the Town Council Meeting at 7:59 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-four (64) pages is a copy of the original Minutes of the Town Council Meeting of September 4, 2018.

V. Louise Reid