

**TOWN OF OLD ORCHARD BEACH
TOWN COUNCIL MEETING
Tuesday, August 2, 2016
TOWN HALL CHAMBERS
6:30 p.m.**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, August 2, 2016. Vice Chair Thornton opened the meeting at 6:32 p.m.

The following were in attendance:

**Vice Chair Joseph Thornton
Councilor Kenneth Blow
Councilor Jay Kelley
Councilor Michael Tousignant
Town Manager Larry Mead
Assistant Town Manager V. Louise Reid
Police Chief Dana Kelley
Human Resource Manager Fran Beaulieu**

Absent: Chair Shawn O'Neill

ACKNOWLEDGEMENT:

COUNCILOR TOUSIGNANT: We offer our congratulations to the newest Chamber of Commerce member – The Rebekah Inn, 4 Cleaves Street. We wish them the best of luck in this summer season.

PUBLIC HEARING – Ballpark Ordinance Change

Shall We Amend the Town of Old Orchard Beach Code of Ordinances, Chapter 2, Administration, Article IV – Boards, Committees, Commissions, Section 2-398 (Ballpark Commission) Appointment, Vacancies, term, Section 2-399, Powers and Duties, Section 2-401, quorum, procedure, officers, and Section 404, Ballpark is land owned by the public but not considered a park?

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

BACKGROUND:

Ballpark Manager Guy Fontaine has requested that the Council consider making changes to the ordinance in the following areas.

- 1. Allow non-residents to serve on the Ballpark Commission. The Ballpark Commission consists of seven members and two alternates. Currently there are four members with three vacancies (and two alternate vacancies). The proposal is to allow up to three non-residents to serve because the Ballpark needs to reach a regional audience in order to attract economically viable events. The rationale is**

that the Ballpark benefits when a non-resident is interested in serving and brings a skill-set that can contribute positively to the operations. It was the feeling of the Council that the Commission would benefit from members who bring experience and knowledge about managing and operating an events venue. Expanding Commission membership outside of Old Orchard Beach will help in getting that type of expertise on the Commission.

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

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on August 2nd, 2016, at 6:30 p.m. to consider the following:

Be it hereby ordained, by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled, that Chapter 2, Administration, Article IV—Boards, Committees, Commissions, Sections 2-398 (Ballpark Commission) Appointment, vacancies, term, Section 2-399, Powers and Duties, 2-401, Quorum, procedure, officers, and Section 404, Ballpark is land owned by the public but not considered a park, is hereby amended by deleting the strikethrough language and adding the underscored language to the Town of Old Orchard Beach Code of Ordinances, as follows:

Sec. 2-398. - Appointment, vacancies, term.

The ballpark commission ("commission") shall consist of seven members appointed by the town council for a term of three years each commencing on the date of appointment, except that of those first appointed, three shall be for a term of three years, three shall be for a term of two years and one shall be for a term of one year. Two of the Ballpark Commission members may be non-residents, but neither shall be elected Chair or Vice-Chair. Any vacancy in the membership of the commission shall be filled by the town council for the unexpired term. Members whose terms expire shall continue to serve until their successors are appointed and qualified. Members of the commission serve at the will of the town council and may be removed by vote of the council at any time for any reason. Commissioners shall attend at least 75 percent of commission meetings held during a calendar year, either in person or by telephone or video conferencing. Commission members shall actively contribute their efforts to various tasks (e.g., meeting participation, timely completion of assignments, sub-committees) important to the usefulness of the commission's powers and duties.

(Ord. of 3-16-2010, § 3; Ord. of 2-1-2011(1); Ord. of 1-21-2014)

Sec. 2-399. - Powers and duties.

Subject to town council oversight, the commission is responsible for developing the Ballpark's business planning including improvement, maintenance, financial tracking, marketing, operations, and long-term property enhancements, offering recommendations to the town manager and town council for consideration and approval. Operations may include, but is not limited to equipment, materials, vendors and park users.

In order to carry out that responsibility, the commission shall have the following powers and duties:

Undertaking maintenance of and improvements to the physical facilities, subject to appropriation of funds therefore by the town council and subject to the town's established purchasing and procurement procedures.

Scheduling events, subject to issuance by the town council of special events permits under chapter 42, article IV, division 5 of the Town Code.

Raising funds to be used exclusively for the improvement, maintenance and operation of the Ballpark through the sale of advertising or other promotional activities and through soliciting and accepting donations on behalf of the town, all in accordance with the town's established finance and accounting procedures.

All such funds received by the commission shall be remitted to the town treasurer for deposit in a dedicated revenue account denominated "the Ballpark Fund."

Soliciting, supporting and organizing the efforts of volunteers to assist in the improvement, maintenance and operation of the Ballpark as a community facility.

With the approval of the town manager, obtaining the assistance of town employees in connection with the improvement, maintenance and operation of the Ballpark. Provide guidance to staff assigned to Ballpark management and operations by the Town Manager or Town Council.

Performing such other duties and responsibilities and exercising such other powers as the town council may, from time to time, by order, assign to the commission.

(Ord. of 3-16-2010, § 4; Ord. of 1-21-2014)

Sec. 2-401. - Quorum, procedure, officers.

Four members of the commission, three of which are Old Orchard Beach residents or own real estate in Old Orchard Beach, shall constitute a quorum for the purpose of conducting a meeting. Any action by the commission requires a majority vote of those members present and voting. The commission may adopt additional rules, not inconsistent with this division, for the conduct of its activities.

The commission shall choose annually a chairperson, vice chairperson, secretary, and may choose shall select a financial liaison from among its members. The secretary shall maintain a permanent record of the commission's meetings. The financial liaison will maintain maintains records of purchase orders, invoices and other financial documents including the town financial director's Finance Director's monthly reports. Original financial records, including purchase orders, invoices and other financial documents, are maintained by the town finance director Finance Director.

(Ord. of 3-16-2010, § 6; Ord. of 1-21-2014)

Sec. 2-404. - Ballpark is land owned by the public but not considered a park.

The Ballpark, as defined in this division, is intended to be operated as a sports/entertainment/events and recreation area that serves the Southern Maine regional market and not as a public park subject to the care and superintendence of the conservation commission. The Ballpark's operation shall not be considered a recreation program subject to oversight by the recreation board.

(Ord. of 3-16-2010, § 9; Ord. of 1-21-2014)

There were no public statement by the Council nor the public.

VICE CHAIR: I close this Public Hearing at 6:36 p.m.

ACCEPTANCE OF MINUTES:

Accept the Town Council Minutes of July 19, 2016; and the Town Council Workshop Minutes of July 19, 2016.

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

VOTE: Unanimous.

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

VICE CHAIR: I open this Public Hearing at 6:36 p.m.

John Montembeau (202-3-13), 196 East Grand Avenue, one year round rental; Leon Trippe (315-22-6), 17 Highland Avenue, one year round rental; and Michael Masselli (202-2-5), 2 Parcher Avenue, one year round rental.

VICE CHAIR: I close this Public Hearing at 6:36 p.m.

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

VOTE: Unanimous.

NEW BUSINESS:

6752 Discussion with Action: Discussion with Action: Appoint Edward Dube as Fire Chief, effective 8/15/16.

BACKGROUND: With over forty individuals applying for this position, we are pleased to bring forward to the Town Council a request for appointing Edward Dube as Fire Chief, effective 8/15/16. Mr. Dube was employed by the City of Saco Fire Department for thirty-three years. A graduate of Thornton Academy, he joined the Saco Rescue as an EMT and moved up through the ranks from Pump Operator to Lieutenant, Captain and Deputy Fire Chief in 2001, retiring in September of 2012. Some of his many accomplishments including raising over \$45,000 for the Saco's Thermal Imaging Camera; \$28,500 in safety grants; purchasing \$2.4 million in fire apparatus; as well as a major role in the construction of the new 45.9 million dollar state of the art Fire Station; and one of six Chief's to implement the new command system between two cities. As mentioned before, we are very grateful to Interim Fire Chief, William Farley, for his enormous contribution over the past few weeks while we looked for a permanent Chief.

EMPLOYMENT AGREEMENT

THIS Employment Agreement ("Agreement") is made and entered into this 2nd day of August, 2016, between the Town of OLD ORCHARD BEACH, Maine (hereinafter called "TOWN") and Edward E Dubé (hereinafter called "EMPLOYEE") (collectively, "the Parties"), pursuant to the following terms and conditions:

- A. WHEREAS, the Parties wish to enter into an Employment Agreement between the TOWN and EMPLOYEE as the Fire Chief of the TOWN;
- B. WHEREAS, the Parties desire to (1) secure services of EMPLOYEE as the Fire Chief of the TOWN, and (2) define the benefits and working conditions of EMPLOYEE's employment with the TOWN, and (3) to provide a just means for terminating EMPLOYEE's contract of employment at such time as he may be unable to discharge the duties of Fire Chief of the TOWN due to disability, resignation or termination by the TOWN;

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

1. DUTIES

The TOWN hereby agrees to employ EMPLOYEE as the Fire Chief of the TOWN, effective beginning August 15, 2016 (hereinafter called the Employment Date). EMPLOYEE agrees to perform the functions and duties so specified and to perform such other legally permissible and proper duties and functions as may be set forth in the Statutes of the State of Maine, the Old Orchard Beach Town Municipal Ordinances, any job description (as may be amended from time to time), or as the Old Orchard Beach Town Manager (hereinafter "Town Manager") shall from time to time assign. EMPLOYEE shall report to and be supervised by the Town Manager. The current job description for the position of Old Orchard Beach Fire Chief is attached hereto as **Exhibit A**, and incorporated by reference.

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

2. COMPENSATION AND EVALUATION

- (a) The TOWN agrees to pay EMPLOYEE the salary of Seventy Five Thousand Dollars (\$75,000.00) annually, payable in such installments as the TOWN may from time to time determine for all management employees. After completion of the EMPLOYEE'S first year, the salary will increase to Seventy Seven Thousand Dollars (\$77,000.00). Salary payments will occur on regular Town

pay dates, and will be made by direct deposit to a financial institution of EMPLOYEE's choosing.

- (b) The Town Manager will establish, in consultation with EMPLOYEE, performance goals for EMPLOYEE within 30 days of execution of AGREEMENT AND the Town Manager will meet with EMPLOYEE and complete a written progress evaluation of the EMPLOYEE'S performance prior to completion of six months of service and again prior to completion of eleven months of service. This evaluation process will help define goals and performance objectives for the EMPLOYEE'S management of the Fire Department, The failure or inability of the Town Manager to conduct such an evaluation due to circumstances or timing shall not constitute a breach of this Agreement or be construed as an endorsement or criticism of EMPLOYEE's performance.

3. TERM OF EMPLOYMENT

- (a) Contract Term. The term of this EMPLOYEE'S employment shall be for two (2) years, commencing on August 15, 2016, and expiring on August 14, 2018, (the "Expiration Date"); subject, however, to the probationary requirements of the Town Charter.
- (b) If no later than sixty (60) days prior to the Expiration Date the Town notifies EMPLOYEE in writing that it will not extend this Agreement beyond the initial term set forth in this Section 3(a), the severance provisions described in Section 10(c) of the Agreement will not apply, and this Agreement and EMPLOYEE'S employment will terminate on the Expiration Date.
- (c) Extension Period. If the Town wishes to enter into an agreement extending EMPLOYEE'S employment beyond the Expiration Date, the Town will provide EMPLOYEE with notice of such intent no later than sixty (60) days prior to the Expiration Date. If EMPLOYEE agrees to enter into an extended agreement, the Parties will thereafter negotiate a successor agreement, and this Agreement will terminate on the Expiration Date.
- (d) Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the EMPLOYEE to resign at any time from his position with the TOWN, subject only to the provisions set forth in Section 10 (b) of this Agreement.
- (e) Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the Town, upon receipt of written notice from the EMPLOYEE that he does not wish to extend the Agreement beyond the Initial Term set forth in Section 3(a), from either (1) paying the EMPLOYEE's remaining notice period in lieu of work; or, alternatively (2) invoking and utilizing the severance provisions set forth in Section 10 (c) herein.

4. RETIREMENT PLAN

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

5. AUTOMOBILE ALLOWANCE

Employee shall have use of a Town vehicle, to use for Town business.

6. INSURANCE COVERAGE

- (a) The TOWN will provide health insurance coverage for the EMPLOYEE or compensation in lieu of health insurance coverage in accordance with the applicable provisions of the Town's Personnel Policy.
- (b) Should the TOWN offer access to dental insurance coverage for the EMPLOYEE, his spouse, and immediate family, the cost of the Dental coverage will be shared in the same manner as done for non-union employees.

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

- (a) EMPLOYEE is granted vacation time at the rate of four (4) weeks per year, the use and scheduling of which shall be at the approval of the Town Manager, which shall not be unreasonably denied.
- (b) Upon termination, whether voluntary or involuntary, the TOWN will compensate the EMPLOYEE for all accrued and unused vacation leave as of his termination date, subject to the provisions set forth in Section 10, paragraph (b) of this Agreement.
- (c) Sick leave is accumulated at the rate of one day(s) per month to a maximum of one hundred twenty (120) days (or consistent with that provided to other non-union employees.)
- (d) EMPLOYEE is granted legal holidays as recognized by the TOWN and consistent with that of other non-union employees.
- (e) Bereavement days will be provided in accordance with the Town Personnel Policy and consistent with that permitted for other non-union employees.

8. BUSINESS EXPENSES and TECHNOLOGY

The TOWN shall reimburse EMPLOYEE for all town related expenses approved by the Town Manager. The TOWN will compensate the employee \$360, payable at a pro-rated amount each pay period, for his use of his personal cell phone for Town business.

9. LICENSES

- (a) EMPLOYEE shall maintain at all times a XXXX Level Emergency Medical Technician License valid in the State of Maine.

10. **TERMINATION AND SEVERANCE PAY**

- (a) At any time during the term of this Agreement, the Town Manager may, after written notice, an opportunity to be heard, and upon a finding of good cause, terminate the EMPLOYEE'S employment. Examples of good cause include, but are not limited to, such serious incidents as insubordination, misconduct, theft, failure or refusal to carry out the duties of Public Works Director, neglect of office, significant absences without reasonable excuse or approval, off-duty conduct that brings the Town and EMPLOYEE into disrepute, and the like. EMPLOYEE agrees and acknowledges said termination is final and is not subject to a hearing before the Town Council. Any termination of the EMPLOYEE'S employment for good cause must conform to the parameters for cause recognized under Maine law. If terminated for good cause, EMPLOYEE acknowledges that he shall not be entitled to severance pay, including the severance pay described in Sections 10(c).
- (b) In the event the EMPLOYEE voluntarily resigns his position with the TOWN before the expiration of the aforesaid term of employment, then the EMPLOYEE shall give the TOWN forty-five (45) days written notice in advance. In the event the EMPLOYEE fails to give the required 45-day notice, any accumulated vacation pay will be forfeited. EMPLOYEE shall not be entitled to severance pay, including the severance pay described in Section 10(c), in the event of voluntary resignation. At its discretion, the Town may elect to pay EMPLOYEE in lieu of working any notice period
- (c) In the event the EMPLOYEE'S employment with the TOWN is terminated in writing by the TOWN for any reason other than for (i) good cause or (ii) by notice of non-extension set forth in Section 3(b), he shall be paid six weeks of salaried compensation and shall be compensated for accrued but unused vacation up to the date of termination.
 - (1) By executing this Agreement, EMPLOYEE acknowledges that the severance pay set forth herein is fair, reasonable, and sufficiently compensates him in the event the Town terminates this Agreement for any reason other than for cause.
 - (2) EMPLOYEE further promises and agrees that he shall execute a comprehensive release and waiver of claims in exchange for and prior to receiving the severance pay set forth in this Agreement.

11. **RESIDENCY AND OUTSIDE EMPLOYMENT**

- (a) The EMPLOYEE agrees to maintain a primary residence located no more than a twenty mile radius from the Town of Old Orchard Beach.
- (b) The EMPLOYEE agrees that his employment with the Town is and shall be his primary employment, and that he will devote his full efforts and time to the

position. During the term of this Agreement, EMPLOYEE agrees not to secure or be employed in any other employment or business, as an employee, partner or owner, without first obtaining the prior written permission of the Town Manager. In no event shall the EMPLOYEE engage in any such outside employment that interferes with his ability to fully perform any aspect of the job of Public Works Director. EMPLOYEE agrees that any violation of this provision shall constitute cause for the Town to terminate the Agreement pursuant to Section 10 (a) herein.

12. GENERAL PROVISIONS

- (a) This Agreement becomes effective as of the date of its execution.
- (b) If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, by a court of competent jurisdiction, the remainder of this Agreement is not affected and remains in full force and effect.
- (c) No term or provision of this Agreement is deemed to have been waived by either party unless such waiver is in writing and signed by both Parties.
- (d) This Agreement may be amended at any time in writing and must be duly executed by both Parties.
- (e) The subject headings of the Sections of this Agreement are included for the purpose of convenience only and do not affect the meaning, construction or interpretation of any provision of this Agreement.
- (f) This Agreement shall be governed by the laws of the State of Maine.
- (g) A copy of EMPLOYEE's State of Maine Emergency Medical Technician License will be provided to the Town prior to execution of this agreement.

13. ARBITRATION

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

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

TOWN MANAGER: He reported that there were over 40 applicants for this position and that it was his pleasure to ask the Council for approval of appointment of Edward Dube as the Old Orchard Beach Fire Chief. He acknowledged the large number of supporters who were in the audience along with the family of Chief Dube for which he appreciated their support. With the appointment this evening of a Fire Chief, I would like to take this opportunity to thank personally and on behalf of the Town Council, our Interim Fire Chief Bill Farley. Bill has served us well and his personal relationship with the staff has shown their appreciation for him and for his professional qualifications. Thank you, Bill, for your efforts on behalf of your community.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Appoint Edward Dube as Old Orchard Beach Fire Chief, effective August 15, 2016.

VOTE: Unanimous.

6753 Discussion with Action: Be it Ordered that the Town Council does hereby accept the completed Goosefare Brook Watershed Management Plan and will utilize its recommendations to help improve water quality, protect against future impacts and raise public awareness towards the restoration of Goosefare Brook.

BACKGROUND:

On *July 19, 2016* a presentation was shown to the Town Council regarding the Goosefare Brook Watershed Management Plan. A hard copy of the plan was disseminated to each of the Town Councilors on *June 7th, 2016*. An electronic version of the plan is available on the Town website under "*Quick Links: Goosefare Brook Watershed Management Plan, May 2016.*"

The next step is for the Town Council to accept the plan and make use of its suggestions to improve water quality and protect the stream and its tributaries while raising public awareness of Goosefare Brook. This Agreement will provide regional implementation of the MCM Requirements and assistance for our municipality on a cost-sharing basis on the terms and conditions set for in the Agreement. The Town will work collaboratively and cooperatively with the Cumberland County Soil & Water Conservation District. This will allow the Town to meet the General Permit's regulatory compliance requirements efficiently and cost-effectively, with minimal duplication of effort by the Town. This will permit the Town to collaborate regionally and cost-effectively and utilize the District as a technical and educational service provider to address and implement any or all of the MCM Requirements.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Order that the Town Council does hereby accept the completed Goosefare Brook Watershed Management Plan and will utilize its recommendations to help improve water quality, protect against future impacts and raise public awareness towards the restoration of Goosefare Brook.

VOTE: Unanimous.

6754 Discussion with Action: Convey foreclose property identified at Dogwood Street, Parcel 00404-00005 – 00003, for the total amount of outstanding taxes and accumulated interest paid in full on June 29, 2016, in the amount of \$1,009.90. Estimated FY2017 taxes in the amount of \$270.20 paid on July 13, 2016.

BACKGROUND:

The original owner of this property paid the outstanding taxes and accumulated interest on his property at Dogwood Street and also paid the estimated FY2017 taxes.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Convey foreclose property identified at Dogwood Street, Parcel 00404-00005 – 00003, for the total amount of outstanding taxes and accumulated interest paid in full on June 29, 2016, in the amount of \$1,009.90. Estimated FY2017 taxes in the amount of \$270.20 paid on July 13, 2016.

VOTE: Unanimous.

07/15/2016 11:30 | TOWN OF OLD ORCHARD BEACH | P 1
 dmullerjm | Real Estate Tax Statement | tntaxstm

PARCEL: 00404-00005-00003
 LOCATION: DOGWOOD ST

CURRENT OWNER:
 SERIO CHARLES ESTATE OF
 553 CHALLENGER AVE
 DAVENPORT FL 33897

CURRENT STATUS:
 SQ FT: 20,000
 LAND VALUATION: 17,800
 BUILDING VALUATION: 0
 EXEMPTIONS: 0
 TAXABLE VALUATION: 17,800

LEGAL DESCRIPTION:

DEED DATE: 01/05/2006 BOOK/PAGE: 14723/243 INTEREST DATE: 07/15/2016

YEAR	TYPE	INST	CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2016	RE-R	1505933					
	1	RE TAX AMT		135.10	.00	.00	PAID
		MAIL		7.23	.00	.00	PAID
		30 DAY FEE		3.00	.00	.00	PAID
				145.33	.00	.00	.00
	2	RE TAX AMT		135.10	-270.20	.00	-270.20
				280.43	-270.20	.00	-270.20
2015	LIEN	185					
	1	REAL ESTAT		187.49	.00	.00	PAID
		30 DAY FEE		3.00	.00	.00	PAID
		MAIL		7.23	.00	.00	PAID
		LIEN COST		51.00	.00	.00	PAID
		INT. AT LIE		7.71	.00	.00	PAID
		LIEN CERT		7.23	.00	.00	PAID
				263.66	.00	.00	.00
2014	LIEN	180					
	1	REAL ESTAT		173.88	.00	.00	PAID
		30 DAY FEE		3.00	.00	.00	PAID
		MAIL		7.23	.00	.00	PAID
		LIEN COST		51.00	.00	.00	PAID
		INT. AT LIE		6.96	.00	.00	PAID
		LIEN CERT		7.23	.00	.00	PAID
				249.30	.00	.00	.00
				249.30	.00	.00	.00

07/15/2016 11:30 | TOWN OF OLD ORCHARD BEACH
 dmuhherin | Real Estate Tax Statement

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YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2013	LIEN	174				
		REAL ESTAXT	84.67	.00	.00	PAID
		MAIL	6.83	.00	.00	PAID
		30 DAY FEE	3.00	.00	.00	PAID
		LIEN COST	39.00	.00	.00	PAID
		INT. AT LIE	1.92	.00	.00	PAID
		DISC XTRA	6.00	.00	.00	PAID
		LIEN CERT	6.86	.00	.00	PAID
			148.28	.00	.00	PAID
			148.28	.00	.00	.00
2012	RE-R	1115342				
		1 RE TAX AMT	84.42	.00	.00	PAID
		2 RE TAX AMT	84.42	.00	.00	PAID
			168.84	.00	.00	.00
2011	RE-R	20115370				
		1 RE TAX AMT	84.42	.00	.00	PAID
		2 RE TAX AMT	84.42	.00	.00	PAID
			168.84	.00	.00	.00
2010	RE-R	20105318				
		1 RE TAX AMT	81.52	.00	.00	PAID
		2 RE TAX AMT	81.52	.00	.00	PAID
			163.04	.00	.00	.00
2009	RE-R	20095311				
		1 RE TAX AMT	81.52	.00	.00	PAID
		2 RE TAX AMT	81.52	.00	.00	PAID
			163.04	.00	.00	.00
2008	RE-R	20085238				
		1 RE TAX AMT	79.13	.00	.00	PAID
		2 RE TAX AMT	79.13	.00	.00	PAID
			158.26	.00	.00	.00
2007	RE-R	20075208				
		1 RE TAX AMT	82.59	.00	.00	PAID
		2 RE TAX AMT	82.58	.00	.00	PAID
			165.17	.00	.00	.00

6755 Discussion with Action: Set a second Public Hearing date of August 16, 2016, to Update the Town Council and the Public that the CDBG grant has been selected to receive funding.

BACKGROUND:

A Public Hearing has already been held but this is a second opportunity which is required to update the Town Council and the Public that the CDBG grant has been selected to receive funding.

**Phase II Public Hearing Notice to comply with Title VI Requirements
Public Hearing Notice
The Town of Old Orchard Beach**

The **Town of Old Orchard Beach** will hold a Public Hearing on August 16th, 2016, at 6:30 p.m. at the Town Office to discuss acceptance of a Safe Neighborhood CDBG Grant. The purpose of the grant is to provide assistance enable the police department to department to resurrect the Special Enforcement Team with a focus on addressing illicit drug activity, and associated criminal activity. Public comments will be solicited at this Hearing and will be submitted as part of the Project Development Phase. All persons wishing to make comments or ask questions about the acceptance of these funds are invited to attend this Public Hearing. Comments may be submitted in writing to: Larry S. Mead, Town Manager at any time prior to the Public Hearing. TDD/TTY users may call 711 . If you are physically unable to access any of the Town's programs or services, please call Larry S. Mead, Town Manager, 937-5626, so that accommodations can be made.

Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach ME 04064-1460
937-5626

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Set a second Public Hearing date of August 16, 2016, to Update the Town Council and the Public that the CDBG grant has been selected to receive funding.

VOTE: Unanimous.

6756 Discussion with Action: Approve the purchase for the Public Works Department of an 8 foot Stainless Steel Dump Body from H. P. Fairfield in the amount of \$10,995, from Account Number 50002-50551 – Public Works Equipment, with a balance of \$ 121,211.67.

BACKGROUND: The Public Works Department went out to bids for the purchase of one (1) eight foot Stainless Steel Dump Body (installed) with Back-up Camera; to be installed on a 2007 Chevrolet 3500HD Cab and Chassis.

The only two companies local that sell the dump bodies are Messer Truck Equipment and H. P. Fairfield, LLC. The following bids were received:

H. P. Fairfield LLC	\$10,995
Messer Truck Equipment	\$11,468

The Public Works Director is recommending the bid be accepted from H.P. Fairfield LLC.



1 Portland Avenue
Old Orchard Beach, ME.
04064
(ph) 207-934-2250
(fax) 207-934-5323

**Old Orchard
Beach – Public
Works Dept.**

7/17/2016

The Town of Old Orchard Beach Department of Public Works is seeking quotes for the purchase of one (1) 8' Stainless Steel Dump Body (Installed) with Back up Camera. Please send formal quote to mhutchins@oobmaine.com. Thank you.

Specifications:

One (1) 8' Stainless Steel Dump Body

- **Dump Body, Subframe, Hoist**
- **Light Kit**
- **Cabshield**
- **Pintle Plate**
- **Mud Flaps**
- **Back up Camera**

To be installed on a 2007 Chevrolet 3500HD Cab and Chassis.

H. P. FAIRFIELD, LLC

QUOTE # 139285



"MUNICIPAL SPECIALISTS"

PHONE: 207-885-4895 FAX:
http://www.hpfairfield.com

FROM:
Steve Holston
65 Pleasant Hill Road
Scarborough, ME 04074

QUOTED TO: Town Of Old Orchard Beach
Smithwheel Rd
Oob, ME
ATTN: Dennis/melissa

DATE: July 21, 2016
CUSTOMER PHONE: 2079342250
CUSTOMER FAX:

COMMENTS:

QTY	DESCRIPTION	PRICE	EXT. PRICE
1	GALION 8' STAINLESS STEEL (201 STEEL) DULL FINISH DUMP BODY, SUBFRAME, HOIST, LIGHT KIT, CABSHIELD, PINTLE PLATE, MUD FLAPS, INSTALLED ON 2007 CHEVROLET 3500 HD CAB AND CHASSIS POLISHED FINISH ADD 2\$50.00 ESTIMATED 8-10 WEEK LEAD TIME FROM PO REMOVAL OF EXISTING DUMP BODY TO BE BILLED AT SHOP RATE OF \$68 PER HR	\$10,500.00	\$10,500.00

1	BACK UP CAMERA INSTALLED	\$495.00	\$495.00
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SIGNED Steve Holston

ACKNOWLEDGED

QUOTE TOTAL \$10,995.00

Serving New England for over 60 Years



Messer Truck Equipment
170 WARREN AVE.

(207) 854-9751
Fax (207) 854-8042
www.messertruckequipment.com

Quote

Date	Quote #
7/20/2016	12675

Name / Address
TOWN OF OLD ORCHARD BEACH FINANCE DEPT 1 PORTLAND AVE OLD ORCHARD BEACH, ME 04064

Attention	Terms	Sales Representative	Acct. Rep	P.O. No.	
Melissa	Net 30	Bob Tardiff	225		
Description			Qty	U/M	Total
8' Galion Godwin 2.5 to 3.7 yd Stainless steel Dump Body Model 103U8 Price Includes: Installation on 60" CA 1 ton DRW cab chassis (2007 Chevrolet 3500 HD) 10 ga. 304SS floor and sides Quarter protector shield Double acting removable tailgate Full 9" rear bolster Sloped rub rail Fully welded construction Federal 108 lights Back-up alarm Rear mud flaps Galion Godwin 12 volt electric hydraulic powered subframe hoist with double acting high perssure cylinder (G615T-09) Plate hitch with 2" receiver tube and 7 blade RV trailer plug Rostra #250-8212-SHUT rear vision camera system including 7" auto-dimming LCD monitor with dash mount stant, CCD hinge mount camera with infrared LEDs for night vision , microphone for in cab audio and motorized shutter to protect camera lense.			1		11,468.00
<p>We propose to furnish material and labor, in accordance with the above specifications. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the quotation. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker's compensation insurance. Any applicable Federal Excise Tax is not included in the above quotation. Quote valid for 30 days from date of issue.</p>			Sales Tax (5.5%)		\$0.00
			Total		\$11,468.00

Acceptance of Proposal - Sign and Return _____

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the purchase for the Public Works Department of an eight (8) foot Stainless Steel Dump Body from H. P. Fairfield in the amount of \$10,995 from Account Number 50002-50551 – Public Works Equipment, with a balance of \$121,211.67.

VOTE: Unanimous.

GOOD AND WELFARE:

There being no comments from the public, the Vice Chair asked for a motion to move into Executive Session at 6:50 p.m.

6757 Discussion with Action: Executive Session: Discuss Labor Negotiations: (Note: This item discusses labor contract issues related to the Old Orchard Beach Patrolmen’s Association – Maine Association of Police Union Contract, as defined under Title 1 M.R.S.A., Section 405 (6) (D), and the Council anticipates that the discussion portion will be held in Executive Session.)

MOTION: Councilor Blow motioned and Councilor Kelley seconded to enter into Executive Session: Discuss Labor Negotiations: (Note: This item discusses labor contract issues related to the Old Orchard Beach Patrolmen’s Association – Maine Association of Police Union Contract, as defined under Title 1 M.R.S.A., Section 405 (6) (D), and the Council anticipates that the discussion portion will be held in Executive Session.)

VOTE: Unanimous.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Exit the Executive Session: Discuss Labor Negotiations: (Note: This item discusses labor contract issues related to the Old Orchard Beach Patrolmen’s Association – Maine Association of Police Union Contract, as defined under Title 1 M.R.S.A., Section 405 (6) (D), and the Council anticipates that the discussion portion will be held in Executive Session.)

VOTE: Unanimous.

ADJOURNMENT

MOTION: Councilor Tousignant motioned and Councilor Kelley second to Adjourn the Town Council Meeting at 7:33 p.m. 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 eighteen (18) pages is a copy of the original Minutes of the Town Council Meeting of August 2, 2016.

V. Louise Reid