

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

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, December 6, 2016. Chair Thornton opened the meeting at 6:30p.m.

The following were in attendance:

Chair Joseph Thornton  
Councilor Kenneth Blow  
Councilor Jay Kelley  
Councilor Michael Tousignant  
Town Manager Larry Mead  
Assistant Town Manager V. Louise Reid

Absent: Vice Chair Shawn O'Neill

**EMERGENCY ITEM:**

**CHAIR:** May I have a motion to add Agenda Item # 6828 as an Emergency Items to the Agenda this evening, per Section 404.1 of the Town Charter:

**MOTION:** Councilor Tousignant motioned and Councilor Blow seconded to add AGENDA #6828 - Discussion with Action: Approve an amount, not to exceed \$15,000, from Account Number 20130-50800 – CDBG Safe Neighborhood Grant Expenses, funding to come from the grant award, with an available balance of \$100,000, for the purchase of a vehicle to be used in conjunction with the grant.

**VOTE:** Unanimous.

**PRESENTATION:** Comprehensive Plan Update

**JEFFREY HINDERLITER:** As you all are aware, the development of the new comprehensive plan has taken some time. Finding the lengthy time and concentrated effort required to research and write the plan has been difficult. This time and effort must be committed as completion is well over due; therefore, it is now a priority to complete the plan during 2017. Below is a brief overview of what a comprehensive plan is including the 4 primary steps associated with the creation of the plan; the schedule towards completion; and a Future Land Use Plan (FLUP) update and an exercise to allow you to begin thinking about the FLUP.

**Overview**

A comprehensive plan is the adopted official binding document that addresses a broad range of topics in a unified way. The plan analyzes conditions and trends; sets forth goals, policies and strategies; describes and illustrates a vision for the physical, social and economic characteristics of a municipality; and outlines policies and guidelines intended to implement that vision.

The comprehensive planning process provides a chance to look at programs including housing, economic development, public infrastructure and services, natural resources, demographics, local history, recreation, and land use. One of the most important functions of a comprehensive plan is to offer guidance to those in the public and private sector as decisions are made affecting the quality of life of current and future residents, business owners and visitors and the natural and built environment in which they live, work, shop, recreate, and enjoy.

There are 4 primary steps towards creating the comp plan:

1. **Initial Public Process**. Gather public comment associated with each section of the comp plan. This will provide crucial info to help create the goals, policies and strategies
2. **Inventory and Analysis**. Document and evaluate existing conditions for each section of the comp plan (e.g., transportation, land use, natural resources, and economy- 12 sections).
3. **Goals, Policies, Strategies (GPS)**. This is where we take public input, apply existing condition and create the plan that outlines the future vision of our town. The real action takes place here and is the part of the comp plan most used to guide the towns direction
4. **Future Land Use Plan (FLUP)**. The FLUP is an overall view that serves as a guide for future land use policies and ordinances in town. While this is not a zoning ordinance or map, it is the basis for new zoning ordinances and maps. The FLUP is often thought of as the most important and referenced section of the plan.

### **Schedule**

To date, the initial public process is complete as well as a majority of the Inventory and Analysis, GPS, and FLUP. The Comprehensive Plan Committee and staff will resume work during January with a goal of completing the final draft by summer/fall 2017. Below is the schedule towards completion (all months are in 2017):

- Jan/Feb: Complete FLUP
- Feb/March: Update and complete Inventory and Analysis
- Feb – April: Complete Goals, Policies, Strategies
- March/April: Summary, Implementation Strategy, Appendix
- May: First full plan draft
- May/June: Committee review draft
- June/July: Public meetings
- July/August: Consider public comments, plan revisions, second plan draft
- September: Public meetings
- October: Consider public comments, plan revisions, final plan draft

### **Future Land Use Plan Update and Exercise**

One particular item we'd like to point out is the FLUP. As stated above, the FLUP is an overall view that serves as a guide for future land use policies and ordinances in town. While this is not a formal zoning ordinance or map, it is used as the basis for creation of new zoning ordinances and maps.

The Committee is near completion of the FLUP and attached to this memo is one the Plans most important pieces- the Future Land Use Map and the FLUP district purposes with suggested allowable uses. This piece of the Plan is important because it provides the foundation of how land use and future zoning will look in each district. The Committee put a lot of thought and time into the development of this and we have some work remaining but a majority of what you see will be included in the FLUP first draft. Note that we will seek formal comment on this once we complete the first draft but welcome any initial thoughts.

Below is a list of questions developed to assist the Committee with creation of the FLUP. This is used as a way to help guide our thoughts. We ask you to take a few moments to think about these questions and, if you wish, provide responses (to Jeffrey or Megan) by 16 January 2017.

1. Identify Growth and Rural Areas (see State Review Criteria, Section 4. Future Land Use Plan, "Review Criteria for Future Land Use Plan Designations").
2. Since OOB does not have much land area and much is built out, how should we plan for the future in regards to the built environment?
3. When thinking of current and future development, what makes sense? What is realistic?
4. How can/should we address future land use in regards to technology changes, climate change, etc. (things that we can't necessarily control).
5. What is OOB's image/identity? Regarding land use and zoning, how can we use this to enhance, encourage and protect this image?
6. If you were to leave today and come back in 10 years, what would you like to see? Not like to see?
7. What type of land use is desirable? Undesirable?
8. What have been OOB's land use trends? How has the town evolved?
9. What are our land use goals for the next ten years (and beyond)? What do we seek to achieve/become?
10. Regarding current zoning ordinances, what is working? What is not working?

#### **FUTURE LAND USE PLAN DISTRICT PURPOSE AND SUGGESTED USES**

**12/6/2016**

##### **R1 (Residential 1)**

The residential 1 district (R-1) is established as a zoning district in which the principal use of the land is for low density single-family and two-family residences and limited, compatible non-residential uses that contribute to a wholesome residential neighborhood environment.

**Suggested Uses:** Residential (All except multi-family, mobile home); Care for people (hospice, residential care, nursing home, massage therapy); Schools/Recreation (parks); Agriculture (small-scale, horticulture), Non-residential (small wind power, home occupations, place of worship); Accommodations (none); Misc. (none).

### **R2 (Residential 2)**

The residential 2 district (R-2) is established as a zoning district in which the principal use of the land is for single-family, two-family and multi-family (conditionally) residences and customary accessory, municipal, educational and religious uses that contribute to a wholesome neighborhood environment. It will provide for certain non-residential uses but limited so as to maintain residential compatibility.

**Suggested Uses:** Residential (All except mobile homes); Care for people (message therapy, child care); Schools/Recreation (nursery/preschool, park); Agriculture (none); Non-residential (small wind power, yard/garage sales, home occupations); Accommodations (student visa housing); Misc. (none).

### **R3 (Residential 3)**

The residential 3 district (R-3) is established as a zoning district where the principal use of the land is for single-family, private residences on small lots.

**Suggested Uses:** Residential (1-family, accessory apartment, manu/modular housing, and micro housing); Care for people (massage therapy); Schools/Recreation (nursery/preschool, park); Agriculture (none); Non-residential (small wind power, yard/garage sales, home occupations); Accommodations (student visa housing); Misc. (none).

### **R4 (Residential 4)**

The residential 4 district (R-4) is established to accommodate one-family and multifamily homes, and customary accessory educational, public and religious uses associated with residential neighborhoods.

**Suggested Uses:** Residential (All permissible); Care for people (massage therapy, child care); Schools/Recreation (nursery/preschool, park); Agriculture (horticulture); Non-residential (small wind power, yard/garage sales, home occupations); Accommodations (student visa housing); Misc. (none).

### **OPD (Ocean Park District)**

The intent of the OPD is to provide an area that allows a variety of residential uses and a limited number of low-impact, compatible non-residential uses and a visual style that compliments Ocean Park's character. The district encourages standards that are in keeping with character of this area and a pedestrian-friendly environment.

**Suggested Uses:** Residential (All except for mobile homes); Care for people (hospice, nursing, residential care, massage therapy, child care); Schools/Recreation (outdoor rec facility, community center, park); Agriculture (none); Non-residential (yard/garage sales, home occupations, places of worship); Accommodations (B & B, overnight cabins, hotel, motels, and student visa housing); Misc. (food stands).

### **RD (Rural District)**

The rural district (RD) is established as a zoning district where the land is used for a wide variety of purposes at low density and where ample land area is an essential prerequisite for establishment and conduction of most rural land uses. Preservation of its rural

character and sensitive environmental resources to the extent possible is also one of the most important purposes of the RD district.

**Suggested Uses:** Residential (All except for mobile homes); Care for people (all except hospital, medical facility); Schools/Recreation (nursery/preschool, outdoor rec facility, community center, park, shooting range); Agriculture (all permissible); Non-residential (building trades, contractor storage yards, vehicle repair, retail 0-5,000 sq ft, office, office building, low impact warehousing, wholesale food production, flea market, yard/garage sales, cemetery, home occupation, places of worship); Accommodations (overnight cabins, student visa housing); Misc. (microbrewery, medical marijuana facility).

#### **DD1 (Downtown District 1)**

The purpose of the downtown district 1 (DD-1) is to maintain the historical downtown area as the town's principal commercial, service, and entertainment center for year-round residents and seasonal visitors, by promoting increased commercial diversity, vertical stratification of mixed uses, improved infrastructure, and implementation of design standards targeted at creating a visually exciting and harmonious environment attractive to the changing market demands.

**Suggested Uses:** Residential (All except for mobile homes); Care for people (medical office, alternative medical office, massage therapy); Schools/Recreation (recreational facility indoor/outdoor, park); Agriculture (none); Non-residential (convenience store, convenience store with gas, gas station, vehicle repairs with gas, vehicle repairs, retail 0-5,000, retail 5,000-10,000, office, office building, all restaurants, parking garage/structures, small wind power, yard/garage sales, public transportation facility, home occupation, places of worship); Accommodations (B & B, overnight cabins, student visa housing, hotel, motel); Misc. (microbrewery, bar with food prep, bar without food prep, food stands, liquor/beer store, tattoo parlor).

#### **DD2 (Downtown District 2)**

The downtown district 2 (DD-2) represents a natural expansion of the DD-1 district into adjacent underutilized parcels for the purpose of increasing the critical mass of commercial space and diversity of goods and services essential to provide for a strong local economy. Since the DD-2 district is both visually and functionally related to the traditional downtown, many of the same uses and design standards of the DD-1 district apply.

**Suggested Uses:** Residential (All except for mobile homes); Care for people (medical office, medical facility, alternative medical office, massage therapy); Schools/Recreation (recreation facility indoor/outdoor, community center, park); Agriculture (none); Non-residential (convenience store, convenience store with gas, gas station, vehicle repairs with gas, vehicle repairs, retail 0-5,000, retail 5,000-10,000, office, office building, all restaurants, parking lot stand alone, parking garage/structures, small wind power, yard/garage sales, public transportation facility, home occupation, places of worship); Accommodations (B & B, overnight cabins, student visa housing, hotel, motel); Misc. (microbrewery, bar with food prep, food stands, liquor/beer store, tattoo parlor).

#### **GB1 (General Business District 1)**

(a) The general business district 1 (GB-1) shall extend along Old Orchard Road, Ocean Park Road, Temple Avenue, and Saco Avenue from the Saco town line to E. Emerson Cummings Blvd./Union Avenue, and shall extend to a lot line of any lot with direct frontage on any of the streets or roads mentioned in this subsection for a maximum depth of 400 linear feet from the street centerline.

(b) The GB-1 district is intended to accommodate commercial activities that are inappropriate to the downtown due to the compact settlement pattern in the beachfront area. While the GB-1 district is slowly evolving into highway commercial area, district regulations establish site development standards that encourage expansion of commercial uses while preserving the existing building line and mixed use character of the area.

**Suggested Uses:** Residential (All except for mobile homes); Care for people (residential care facility, clinic, medical office, medical facility, alternative medical office, massage therapy, child care); Schools/Recreation (nursery/preschool, K-12, K-12 commercial, vocational schools, park); Agriculture (none); Non-residential (convenience store, convenience store with gas, gas station, vehicle repairs with gas, vehicle repairs, vehicle sales, vehicle rentals, all retail, office, office building, all restaurants, parking lot stand alone, parking garage/structures, redemption center, R&D facility, small wind power, flea market, yard/garage sales, home occupation, places of worship); Accommodations (B & B, overnight cabins, student visa housing, hotel, motel); Misc. (microbrewery, medical marijuana, bar with food prep, food trucks, liquor/beer store, tattoo parlor, sexual oriented business).

#### **GB2 (General Business District 2)**

(a) The general business district 2 (GB-2) shall extend along both sides of Saco Avenue from E. Emerson Cummings Boulevard to the DD-2 district boundary at tax map 206, block 26, lot 1, and shall extend to the back property line of any lot with direct frontage on Saco Avenue for a maximum depth of 300 feet from the street right-of-way.

(b) With the density of the settlement pattern of this area, the GB-2 district is primarily designed to encourage conversion of existing residential structures to small office and retail operations that generate relatively lighter trip generation and parking demand.

**Suggested Uses:** Residential (All except for mobile homes); Care for people (hospice, nursing home, medical office, medical facility, alternative medical office, massage therapy); Schools/Recreation (park); Agriculture (none); Non-residential (convenience store, convenience store with gas, gas station, vehicle repairs with gas, vehicle repairs, vehicle sales, vehicle rentals, retail 0-5,000, retail 5,000-10,000, office, office building, all restaurants, redemption center, small wind power, yard/garage sales, home occupation, places of worship); Accommodations (B & B, overnight cabins, student visa housing, hotel, motel); Misc. (food stands).

#### **NCD1 (Neighborhood Commercial District 1)**

The purpose of the Ocean Park neighborhood commercial district (NCD1) is to provide for the continuation and/or establishment of businesses and services, which support and complement the character of surrounding residential neighborhoods.

**Suggested Uses:** Residential (All except for mobile homes); Care for people (none); Schools/Recreation (park); Agriculture (none); Non-residential (convenience store, retail 0-5,000, office, office building, all restaurants, parking lot stand alone, small wind power, yard/garage sales, home occupation); Accommodations (B & B, hotel, motel); Misc. (food stands).

### **NCD2 (Neighborhood Commercial District 2)**

The purpose of the Union/Washington Ave neighborhood commercial district (NCD2) is to provide for the continuation and/or establishment of businesses and services, which support and complement the character of surrounding residential neighborhoods.

**Suggested Uses:** Residential (All except for mobile homes); Care for people (massage therapy); Schools/Recreation (park); Agriculture (none); Non-residential (convenience store, retail 0-5,000, office, office building, all restaurants, yard/garage sales, home occupation); Accommodations (B & B, hotel, motel); Misc. (microbrewery, food stands).

### **DTR (Downtown Residential District)**

The intent of the DTR1 is to provide an area with a variety of residential uses with easy access to the downtown. This area is meant to be primarily residential but to also allow a limited number of non-residential uses that complement the downtown area while not impacting the residential neighborhoods character.

**Suggested Uses:** Residential (All except for mobile homes); Care for people (medical office, massage therapy); Schools/Recreation (park); Agriculture (none); Non-residential (convenience store, retail 0-5,000, office, restaurant low turnover, restaurant take out only, yard/garage sales, home occupation); Accommodations (B & B, overnight cabins, student visa housing, hotel, motel); Misc. (none).

### **ID (Industrial District)**

The industrial district (ID) is established as a zoning district where the principal use of the land is for manufacturing, processing, treatment, research, warehousing, storage and distribution, excluding those uses where there is danger of explosions; chemical, radioactive, or biological contamination; or other hazards to public health or safety.

**Suggested Uses:** Residential (none); Care for people (medical facility); Schools/Recreation (recreational facility, shooting ranges, vocational schools, park); Agriculture (horticulture, landscape nursery, kennel, commercial wood processing); Non-residential (building trade, contractor storage yard, office, office building, heavy industrial, light industrial, high impact warehousing, low impact warehousing, high impact manufacturing, low impact manufacturing, wholesale food production, redemption center, R&D facility, small wind power, wireless telecom, public/private transportation facility); Accommodations (none); Misc. (microbrewery, medical marijuana).

### **PRUD (Planned Residential Use Development)**

The intent of the PRUD district is to encourage creative and flexible residential, recreational and limited nonresidential/care for people land uses that efficiently maximize the use of developable land for residential and recreational use while allowing the integration of limited nonresidential/care for people development that supports and is compatible with residential and recreational uses—all within a quality community environment.

**Suggested Uses:** Residential (1-family, 2-family, multi family, manufactured/modular homes, accessory apartments); Care for people (nursing, residential care facility, medical office, medical facility, alternative medical office, massage therapy, child care); Schools/Recreation (outdoor rec facility, community center, park); Agriculture (none); Non-residential (office, yard/garage sales, home occupations); Accommodations (none); Misc. (none).

**MUNI (Municipal District)- Note this needs further consideration**

The intent of the Muni District is to recognize the existence of important municipal and school buildings and grounds so to provide regulations that allow these uses to continue to exist and grow. Also, to recognize the uniqueness of the ballpark and its surrounding property through creative land use techniques and regulations that encourages continued use of the ballpark as well as other potential uses.

**Suggested Uses:** Residential (none); Care for people (none); Schools/Recreation (nursery/preschool, K-12, K-12 commercial, vocational schools, colleges/universities, indoor and outdoor recreational facility, community center, park); Agriculture (none); Non-residential (redemption centers, small wind power, wireless telecom, flea markets, transportation facility); Accommodations (none); Misc. (none).

**CG (Campground Neighborhood District)**

The intent of the CG is to allow a variety of residential housing types at varying densities within the context of a traditional, walkable neighborhood. Regulations will encourage thoughtful reuse and redevelopment. A limited number of low-impact non-residential uses are permitted.

**Suggested Uses:** Residential (All except for mobile homes); Care for people (group care homes, recover care facility, hospice, nursing home, residential care facility, halfway house, clinic, medical office, medical facility, alternative medical office, massage therapy, child care); Schools/Recreation (park); Agriculture (none); Non-residential (yard/garage sales, home occupation, places of worship); Accommodations (B & B, overnight cabins, student visa housing, hotel, motel); Misc. (none).

**PAD (Portland Ave District)**

The intent of the PAD is to provide a mixed-use area that allows for residential and non-residential uses. Development and design standards should complement the architecture and historic quality of the structures in the Historic Overlay (HO) and create a pedestrian friendly environment and enhance the community's image. This district includes the HO district. The HO district intent is to provide an area in town to formally recognize and protect its historic, cultural and architectural resources. The regulations of the HO district supplement the regulations of the PAD.

**Suggested Uses:** Residential (All except for mobile homes); Care for people (alcohol/drug rehab, group care homes, recover care facility, hospice, nursing home, residential care facility, clinic, medical office, medical facility, alternative medical office, massage therapy, child care); Schools/Recreation (park); Agriculture (none); Non-residential (convenience store, retail 0-5,000, retail 5,000-10,000, office, office building, all restaurants, small wind power, yard/garage sales, home occupations); Accommodations (B & B, overnight cabins, student visa housing, hotel, motel); Misc. (liquor/beer store).

**EG (East Grand District)**

The intent of the EG is to accommodate a mix of residential uses, resort accommodations and a limited number of non-residential uses. Regulations should encourage these uses to exist and grow in a manner that complements and enhances this area as well as the community image.

**Suggested Uses:** Residential (All except for mobile homes); Care for people (massage therapy, child care); Schools/Recreation (park); Agriculture (none); Non-residential (convenience store, retail 0-5,000, all restaurants, parking garage/structure, small wind

power, yard/garage sales, home occupations); Accommodations (B & B, overnight cabins, student visa housing, hotel, motel); Misc. (microbrewery, bar with food prep, food stands, liquor/beer store).

### **C (Campground District)**

The purpose of the Campground District (C) is to establish all existing campgrounds as a seasonal conforming uses, and to provide performance and design standards that permit the expansion of existing campgrounds and creation of new campgrounds within the District while mitigating the on and off-site impacts created by the use.

**Suggested Uses:** Campgrounds, primitive campsites, RV campsites, park model campsites, uses accessory to permitted campground uses such as registration offices, administration and maintenance facilities; Active and passive outdoor recreational facilities including but not limited to ball fields, shuffleboard courts, swimming pools, playgrounds, and trails; Restrooms, washrooms, and shower facilities; Self-service and coin operated laundry facilities; Convenience stores and retail located at least 100 feet from a public street and not open to members of the public who are not registered occupants or guests of registered occupants of the campground; Personal services not open to members of the public who are not registered occupants or guests of registered occupants of the campground; Private access roads; Freestanding decks, sheds, and recreational vehicle accessory enclosures; Dumping stations for the discharge of liquid septic and gray water wastes from a recreational vehicle or trailer holding tank; Other uses and structures which are customarily incidental to the operation of a campground.

### **SUGGESTED USE LIST**

#### **Residential**

- 1 Family
- 2 Family
- Multi Family
- Apartment, Accessory
- Mobile Home
- Manufactured/Modular Housing
- Micro Housing

#### **Care for People**

- Alcohol/Drug Rehab
- Group Care Home
- Recover Care Facility
- Hospice
- Nursing Home
- Residential Care Facility
- Halfway House
- Clinic
- Hospital
- Medical Office (Doctor, Dentist)
- Medical Facility (Doctor, Dentist)
- Alternative Medical Office
- Massage Therapy
- Child Care (Different Types)

### **Schools/Recreation**

- Nursery, Pre School
- K-12 Schools
- K-12 Schools (Commercial)
- Vocational Schools
- College, Universities
- Recreation Facility (Indoor)
- Recreation Facility (Outdoor)
- Shooting Ranges (In, Out)
- Community Center
- Park

### **Agriculture Uses**

- Agriculture
- Agriculture (Small Scale but Produce Goods for Sale)
- Horticulture (Commercial)
- Animal Husbandry
- Landscape Nursery
- Kennel
- Animal Keeping (Chickens, Goats)
- Commercial Wood Processing

### **Non-Residential Uses**

- Building Trade (Different Levels)
- Contractor Storage Yard
- Convenience Store
- Convenience Store, Including Gas
- Gas Station
- Vehicle Repairs with Gas
- Vehicle Repairs
- Vehicle Sales
- Vehicle Rentals
- Retail 0-5,000
- Retail 5,001-10,000
- Retail >10,000
- Office
- Office Building
- Restaurant, High Turnover
- Restaurant, Low Turnover
- Restaurant, Take Out Only
- Restaurant, Drive Thru
- Parking Lot, Stand Alone
- Parking Garage/Structure
- Industrial, Heavy
- Industrial, Low Impact
- Warehousing, High
- Warehousing, Low
- Manufacturing, High
- Manufacturing, Low
- Food Production, Wholesale

- Redemption Center
- R&D Facility

**Misc. Non-Residential**

- Small Wind Power/Solar
- Wireless Telecom
- Flea Market
- Yard/Garage Sales
- Cemetery
- Public Transportation Facility
- Private Transportation Facility
- Home Occupation (Different Classes)
- Places of Worship
- Uses Accessory to Campgrounds

**Accommodations**

- Bed & Breakfast
- Overnight Cabins
- Student Visa Housing
- Hotel, Motel or Motor Court
- Campgrounds
- Campsites

**Misc. Uses**

- Microbrewery
- Medical Marijuana Facility
- Marijuana, Retail
- Bar, Without Food Preparation
- Bar, With Food Preparation
- Food Trucks
- Food Stands
- Liquor/Beer Store, Stand Alone
- Sexual Oriented Business
- Tattoo Parlor

The Council expressed their appreciation to the Planner and to the Committee for the hours of attention and detail that they have put into this process and look forward to continuing to develop the Plan so that it can be passed and part of our important historical documentation.

**ACKNOWLEDGEMENT:**

**COUNCILOR KELLEY:** On behalf of the Town Council we wish Saco Biddeford Savings Institution here in Old Orchard Beach a happy sixty-fifth year. This institution has provided not only excellent service to its customers but also dedicated commitment in supporting in so many ways many organizations and functions within our community. Happy sixty- fifth and a hundred more. Congratulations to the Chamber of Commerce for an excellent Celebration by the Sea. It was an exciting day with loads of activities and a beautiful tree lighting ceremony. Thanks to Bob Moody for donation of the tree in memory of his wife, Barbara, who passed away at this time last year.

**COUNCILOR TOUSIGNANT:**

We will be honoring Pearl Harbor Day at the Memorial Park tomorrow, December 7<sup>th</sup> at 7:50 a.m. We ask you to attend this important ceremony. In addition remember the Washington Methodist Church is offering babysitting services the four Friday's before Christmas for parents who want to shop in peace and enjoy an evening out without the kids. Contact the Church at 934-5553 – no reservations are required. The Town Clerk invites you to participate in a holiday gift for the Community Animal Watch by donating at the Town Clerk's office – see the lovely Dog Bone tree- as well as The Salvation Army Gift Tree. While in Town Hall come and view the various decorations of the season at each of the Town offices.

**ASSISTANT TOWN MANAGER:**

I would like to thank Loranger School, Assistant Principal George Szabo, teachers Katie Sotir, Catherine Hall, Terri O'Donnell and Ann Leahy and the wonderful students of their cooking class for allowing me to attend their Thanksgiving Dinner. The food was wonderful and the opportunity to see the dedication of the teachers and the optimism of the students was such an enjoyable experience. The Town Council and the Town Administration also wishes to congratulate MacDonald's Garage and the MacDonald family for years of service to our community at their business on Saco Avenue. Happy 40<sup>th</sup>. In addition a reminder of Christmas at the Beach sponsored by OOB 365 – on Sunday, December 11<sup>th</sup> at the American Legion from 11:00 a.m. to 3:30 p.m. Lots to enjoy – pictures taken with Santa, kids shopping with the elves, and many crafts to purchase. We have seven gentlemen in our Waste Water Department – the greatest guys you could ever meet. They, along with the head of their Union took up a donation for The Salvation Army's Christmas Program. They presented the Town Manager and I with a check for \$500 to be used for servicing those who are in need of Christmas assistance this season. They are anxious that every child needing a gift will receive one. Thank you Mike, Dan, Harvey, Ben, Dan, Tim and Jim Beaulieu from the Union.

**ACCEPTANCE OF MINUTES:**

Accept the Town Council Minutes of November 15, 2016; the Special Town Council Minutes of November 21, 2016; and the Inauguration Minutes of November 21, 2016.

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

**VOTE:** Unanimous.

**BUSINESS LICENSES AND APPROVAL:**

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

Tom Huttie (206-9-7-6), 90 Saco Avenue, #3, one year round rental; John Wiggin (301-7-10-6), 190 East Grand Avenue, #6, one year round rental; Wendy & Ronald Gaida (310-6-1-33), 39 West Grand Avenue, one year round rental; and Scott Lalumiere (312-15-18), 39 Central Avenue, one year round rental.

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

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

**VOTE:** Unanimous.

**TOWN MANAGER'S REPORT:**

Joe Cooper began his duties as Public Works Director on Monday, November 28<sup>th</sup> and we are happy to have him on board. The Milliken Street Parking lot handling facility for downtown trash had been considered but has been withdrawn as an application. We were informed by the State that it will not accept applications this year for infrastructure grant funding of the Washington Avenue area. We did do the survey and will apply next year. Staff is working with the Memorial Park Committee on a proposal not to allow working or use of tobacco products, smoke free zone at the Park including no use of grills. Met with the staff and the developer of Homewood Park today regarding the project to extend Homewood Blvd. beyond Garden Street and add up to 53 house lots. This is an approved subdivision from many years ago so does not go before the Planning Board. Work is expected to begin as early as January. Annual appointments to board and committees take place in January. There are a number of vacancies and we encourage residents to contact the Town Clerk's office to volunteer. Board of Assessment Review is open for some new members and we encourage people to get involved. The MMA Legislative Policy Committee – is promoting as an advocate for changes to the school funding formula. OOB is a minimum receiver community because of its valuation and in light of the referendum passed by voters increasing State funding. The School Board will designate a Building Committee to work on developing a proposal to bring to the Town's voters. I met with the Superintendent and with the Town's contract engineer to discuss the due diligence that will have to be done on regulatory approvals. Finally the FY18 budget is now starting to follow up and we will be asking the Council to provide direction of the requests for the FY18 budget.

**# 6822 Discussion with Action:** Set Public Hearing date of December 20, 2016, to Amend the General Assistance Ordinance, including 6.8 Basic Necessities, Overall Maximum Levels of Assistance; 6.8 Basic Necessities, Housing Maximums; C. Utilities, Electricity Maximums; and re-adopt without changes, 6.8a Food; D. Fuel; and E. Personal Care and Household Supplies.

**BACKGROUND:**

Yearly the State makes changes to the General Assistance Ordinance which is then brought forward to the Town Council for their approval.

**MOTION:** Councilor Kelley motioned and Councilor Blow seconded to Set Public Hearing date of December 20, 2016, to Amend the General Assistance Ordinance, including 6.8 Basic Necessities, Overall Maximum Levels of Assistance; 6.8 Basic Necessities, Housing Maximums; C. Utilities, Electricity Maximums; and re-adopt without changes, 6.8a. Fuel; and E. Personal Care and Household Supplies.

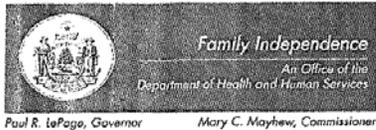
**VOTE:** Unanimous.

**GENERAL ASSISTANCE ORDINANCE  
APPENDICES A-D  
2016-2017**

The Municipality of \_\_\_\_\_ adopts the MMA Model Ordinance GA Appendices (A-D) for the period of Oct. 1, 2016—September 30, 2017. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year)  
by the municipal officers:

_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)



Office for Family Independence  
19 Union Street  
11 State House Station  
Augusta, Maine 04333-0011  
Tel: (207) 624-4168  
Toll Free: 1-800-442-6003  
Fax (207) 287-3455

TO: Municipal Officials/Welfare Directors/General Assistance Administrators  
FROM: Ian Miller, General Assistance Program Manager  
RE: 2016 – 2017 General Assistance Ordinance Maximums  
DATE:

Enclosed please find the following items:

- MMA's new (October 1, 2016–September 30, 2017) “**General Assistance Ordinance Appendix**” (A - D).
- “**GA Maximums Summary Sheet**” which consolidates GA maximums into one document. Municipalities do have to insert individual locality maximums from Appendix A and C in the summary sheet where indicated in order to complete the information. The “summary” does not have to be adopted, as it is not an Appendix but a tool for municipal officials administering GA.
- “**GA Maximums Adoption Form**” which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the selectpersons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS. (*see “Filing of GA Ordinance and/or Appendices” below for further information*).

#### Appendix A - D

The enclosed Appendices A - D have been revised for your municipality’s General Assistance Ordinance. These new Appendices, **once adopted**, should replace the existing Appendices A – D. Even if you have already adopted MMA’s model General Assistance Ordinance, **the municipal officers must approve/adopt the new Appendices yearly.**

### **The Adoption Process**

The **municipal officers (i.e., selectpersons/council) adopt the local General Assistance Ordinance and yearly Appendices**, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices **after notice and hearing**. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

### **Filing of GA Ordinance and/or Appendices**

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted. *(For a copy of the GA model ordinance, please call MMA's Publication Department, or visit their web site [www.memun.org](http://www.memun.org)).* In addition, any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS will accept the enclosed "adoption sheet" as proof that a municipality has adopted the current GA maximums.

**GA MAXIMUMS SUMMARY SHEET**

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from October 1, 2016 to September 30, 2017.

**APPENDIX A - OVERALL MAXIMUMS**

<u>County</u>	<u>Persons in Household</u>					
	1	2	3	4	5	6
PortlandHMFA	\$838	\$975	\$1220	\$1638	\$1717	\$1792

NOTE: For each additional person add \$75 per month.

(The applicable figures from Appendix A, *once adopted*, should be inserted here.)

**APPENDIX B - FOOD MAXIMUMS**

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
1	45.12	194.00
2	83.02	357.00
3	118.84	511.00
4	150.93	649.00
5	179.30	771.00
6	215.12	925.00
7	237.67	1022.00
8	271.86	1169.00

NOTE: For each additional person add \$146 per month.

**APPENDIX C - HOUSING MAXIMUMS**

<u>Number of Bedrooms</u>	<u>Unheated</u>		<u>Heated</u>	
	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
0	157	674	180	775
1	182	781	210	905
2	229	983	264	1137
3	315	1355	359	1543
4				

(The applicable figures from Appendix C, *once adopted*, should be inserted here.)

**APPENDIX D - UTILITIES**

**ELECTRIC**

NOTE: For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is *not automatically* entitled to the "maximums" established  applicants must demonstrate need.

1) Electricity Maximums for Households Without Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.70	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

NOTE: For each additional person add \$7.50 per month.

2) Electricity Maximums for Households With Electrically Heated Hot Water: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses excluding heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.08	\$86.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$37.30	\$160.00
6	\$41.00	\$176.00

NOTE: For each additional person add \$10.00 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

**APPENDIX E - HEATING FUEL**

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

**APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES**

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00

5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

**NOTE: For each additional person add \$1.25 per week or \$5.00 per month.**

**SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5**

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

**# 6823      Discussion with Action: Approve the purchase of Ammunition from AAA Police Supply, in the amount of \$11,296.95; from Account Number 20131-50501 – Operational Supplies Equipment, with a balance of \$28,521.62.**

**BACKGROUND:**

It should be noted that AAA Police Supply is the sole provider and our Police Department has been purchasing from them and has had a business relationship with them.

**MOTION: Councilor Blow motioned and Councilor Tousignant seconded to Approve the purchase of Ammunition from AAA Police Supply, in the amount of \$11,296.95; from Account Number 20131-50501 – Operational Supplies Equipment, with a balance of \$28,521.62.**

**VOTE: Unanimous.**

DEDHAM SPORTSMEN'S CENTER, INC.

Invoice

**D/B/A AAA POLICE SUPPLY  
940 PROVIDENCE HIGHWAY  
DEDHAM, MA 02026**

Date	Invoice #
11/9/16	52961

Bill To
OLD ORCHARD BEACH POLICE DEPT 16 E EMERSON CUMMINGS BLVD. OLD ORCHARD BEACH, ME 04064

Ship To

P.O. Number	Terms
20170132-00	NET 30

Quantity	Item Code	Description	Price Each	Amount
19	MDSE	AE40R3 AMMO	269.00	5,111.00
4	MDSE	53962 AMMO	358.00	1,432.00
14	MDSE	AE223 AMMO	169.00	2,366.00
1	MDSE	T223F AMMO	333.00	333.00
6	MDSE	LE12700 AMMO	119.00	714.00
7	MDSE	LE27RS AMMO	149.00	1,043.00
1	MDSE	SP-100 TARGETS	57.95	57.95
3	MDSE	IALEFI-QPMA (CS) TARGETS	80.00	240.00
<b>Police Dept.</b> <b>Dana Kelley</b> <b>PO# <u>20170132-00</u></b> <b>Vendor # <u>5307</u></b> <b>Account # <u>20131-50501</u></b> <b>Approved: _____</b> <b>Date: <u>11/16/2016</u></b>				
<b>Total</b>				<b>\$11,296.95</b>

Phone #
781-326-8845



# AAA POLICE SUPPLY

Established 1955

940 PROVIDENCE HIGHWAY (RT 1)  
 DEDHAM, MA 02026-6806  
 PHONE (781) 326-8845 FAX (781) 326-3963

P.O. # \_\_\_\_\_ DATE 11/9/16

NAME: Old Orchard Beach P.D. (ME)

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

ATTENTION: Josh Robby

TELEPHONE	FAX	PAGE	DISPOSED
( )	( )		

SOLD BY	PAYMENT TERMS	EVALUATION	CREDIT	SHIPPED VIA
<u>SO</u>	<u>net 30</u>			<u>NE</u>

QUANT.	DESCRIPTION	UNIT PRICE	EXTENSION
19	AE40R3 Ammo	269.00	5111.00
4	53962 "	358.00	1432.00
14	AE223 "	169.00	2366.00
1	T223F "		333.00
6	LE12700 "	119.00	714.00
7	LE127RS "	149.00	1043.00
1	SP-100 Targets		57.95
3	IALEFI-QPMA "	80.00	240.00

**IMPORTANT!**  
 PLEASE PAY DIRECTLY  
 FROM THIS INVOICE.  
 NO OTHER WILL BE SENT

INVOICE # 52961 ORIGINAL

RINT AME \_\_\_\_\_

IGN AME \_\_\_\_\_

SUB TOTAL	▶ 11,296.95
TAX	▶
SHIPPING	▶
TOTAL	▶ 11,296.95

**# 7824      Discussion with Action: Approve the Maine Department of Transportation – Small Harbor Improvement Program Agreement, in the amount of \$110,000; with the State’s Share of \$55,000; with balance of \$55,000 in in-kind labor by the Public Works Department.**

**BACKGROUND:**

**The Agreement with the Maine Department of Transportation – Small Harbor Improvement Program – and the town of Old Orchard Beach, is for repairs to a boardwalk. The work will consist of construction of a series of boardwalks connecting fourteen streets to the Beach. This includes eighty-four walkways sections measuring 4 feet by 8 feet; and sixty walkways sections measuring 5 feet by 8 feet; both made from pressure treated lumber or composite materials. There will also be four ramps that comply with the American Disabilities Act. The estimated cost of the project is \$110,000 which the parties will share. The Town’s portion will be in-kind service.**

**MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the Maine Department of Transportation – Small Harbor Improvement Program Agreement, in the amount of \$110,000; with the State’s Share of \$55,000; with balance of \$55,000 in in-kind labor by the Public Works Department.**

**VOTE: Unanimous.**



<i>MaineDOT use only</i>	
TEDOCS #:	_____
AMS ID:	_____
CSN:	_____

**MAINE DEPARTMENT OF TRANSPORTATION**  
**Small Harbor Improvement Program Agreement**  
 With the  
**Town of Old Orchard Beach**  
 Regarding  
**Boardwalk Repairs: WIN 20847.00**

Vendor Name: <u>Town of Old Orchard Beach</u>	Vendor Number: <u>VC1000069554</u>
Agreement Upset Limit: <u>\$110,000</u>	State Share: <u>50%, Up to \$55,000</u>
Begin Date: <u>Upon MaineDOT's Signature</u>	End Date: <u>Refer to Article 8, "Expiration."</u>

This Agreement for repairs to a boardwalk is between the State of Maine Department of Transportation, with its headquarters at 24 Child Street in Augusta, Maine ("MaineDOT") and the Town of Old Orchard Beach, a body corporate and politic with its principal offices at 1 Portland Avenue in Old Orchard Beach, Maine ("the Town.")

WHEREAS, **MaineDOT** selected the work described in Article 1A below for financial assistance through its Small Harbor Improvement Program (SHIP) and for inclusion in its annual Work Plan, with construction funding scheduled to be appropriated in 2017; and

WHEREAS, the **Town** shall be the lead agency, undertaking the improvements as a "locally administered project" subject to state requirements and **MaineDOT** oversight.

NOW, in consideration of the previous statements, **MaineDOT** and the **Town** ("the Parties") agree to the following terms:

**ARTICLE 1. PROJECT OVERVIEW**

1A. SCOPE. The work eligible for SHIP funding will consist of construction of a series of boardwalks connecting 14 streets to the beach ("the **Project**." Any substantial change shall require **MaineDOT**'s written approval to be eligible for funding from **MaineDOT**. The **Project** will consist approximately of the following:

- Eighty-four walkway sections each measuring 4 feet by 8 feet and made from pressure treated lumber or composite materials;
- Sixty walkway sections each measuring 5 feet by 8 feet and made from pressure treated lumber or composite materials;
- Four ramps that comply with the Americans with Disabilities Act.

1B. FUNDING. The estimated cost of the **Project** is **\$110,000**, which the **Parties** will share as set forth in Article 3, "Financial Provisions." Total costs eligible for financial assistance from the State of Maine shall not exceed this amount without written approval from **MaineDOT**, through a modification to this Agreement.

1C. ROLE OF TOWN. The **Town** shall designate an employee with appropriate skills to manage the **Project** and carry out its responsibilities under this Agreement.

- ❑ **Town** Project Coordinator: Melissa Hutchins, Administrative Operations Manager  
Phone: (207) 934-2250  
Email: mhutchins@oobmaine.com

1D. ROLE OF MAINEDOT. **MaineDOT** will assign a Project Manager to carry out its responsibilities. This person will have the authority to request design changes to meet applicable laws and design standards; accept or reject invoices; review construction activities to ensure compliance with state standards; and take all other action needed to ensure the proper performance of this Agreement.

- ❑ **MaineDOT** Project Manager: Jennifer Paul, P.E., Multimodal Program  
Phone: (207) 446-3316  
Email: Jennifer.L.Paul@maine.gov

## **ARTICLE 2. PROJECT DEVELOPMENT**

---

2A. AUTHORIZATIONS. **MaineDOT** must execute this Agreement and give the **Town** notice to proceed before the **Town** may incur costs eligible for reimbursement.

1. The **Town** shall proceed with design work after holding a project kickoff with the **MaineDOT** Project Manager to review the budget, schedule and requirements for the **Project**.
2. Upon completion of design work, the **Town** shall obtain written authorization from **MaineDOT** before proceeding with subsequent phases, including construction.

2B. CONSULTANT WORK. If the **Town** intends to hire a consultant under this Agreement, the **Town** shall use a qualifications-based selection process in accordance with Section 2 of the **MaineDOT** Local Project Administration Manual, "Selection of Consultants." Work performed under a contract procured based solely upon the lowest price shall be ineligible for reimbursement under this Agreement.

2C. DESIGN WORK. The **Town** shall be responsible for development of all construction plans, specifications, estimates and contract documents necessary to construct the **Project**. The **Town** shall submit a package of final plans, specifications and cost estimate ("PS&E") to the **MaineDOT** Project Manager for review and comment before requesting authorization to advertise for bids, as follows:

1. **MaineDOT** will enforce all construction standards and specifications that apply to the **Project** and will require changes if such standards are not met.
2. **MaineDOT** will give the **Town** authorization to begin construction after the **Town** addresses all comments from the **MaineDOT** Project Manager and **MaineDOT** accepts the final PS&E package as complete.

2D. PERMITS. The **Town** shall obtain all permits and licenses required to move forward with the **Project**. The **Town** shall provide **MaineDOT** with a copy of each final permit and license, along with a signed environmental certification modeled after Local Project Administration ("LPA") Communication 12.

- 2E. UTILITIES. The **Town** shall provide **MaineDOT** with a signed certification that it has coordinated the **Project** with any utility or railroad that may be affected by the work. The certification should be modeled after LPA Communication 13.
- 2F. RIGHT-OF-WAY. The **Town** shall provide **MaineDOT** with a signed certification that it has right, title and interest to the property upon which the **Project** will be constructed or has obtained written authorization through easements or licenses from the owners of the property upon which the **Project** will be constructed. Such certification should be modeled after LPA Communication 14.
- 2G. CONSTRUCTION. During the planning process for the **Project**, **MaineDOT** accepted the **Town's** request to build the **Project** with municipal labor and materials purchased by the **Town**, instead of hiring a contractor through competitive bidding, with the following conditions:
1. The **Town** shall receive authorization from the **MaineDOT** Project Manager before starting construction work on the **Project**;
  2. The **Town** shall notify the **MaineDOT** Project Manager at least one day before work on the **Project** is scheduled to begin;
  3. The **Town** shall provide the **MaineDOT** Project Manager with a schedule outlining the duration of the work and proposed tasks for each week;
  4. The **Town** shall provide oversight necessary to ensure that the **Project** is completed to **MaineDOT's** satisfaction and in compliance with the approved plans and specifications for the **Project**;
  5. The **Town** shall give **MaineDOT** personnel access to the **Project** site to monitor compliance with this Agreement.
- 2H. FINAL INSPECTION. **MaineDOT** will inspect the completed **Project** to determine the acceptability of the work. **MaineDOT** reserves the right not to reimburse the **Town** for work out of compliance with the **Project** plans and specifications.
- 2I. MAINTENANCE. The **Town** shall operate and maintain the completed facility for its intended public purpose for its standard useful design life. Maintenance shall consist of upkeep and repairs necessitated by weather, age and public use – with the exception of the destruction of the facility from a catastrophic natural event.

### **ARTICLE 3. FINANCIAL PROVISIONS**

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- 3A. MAINE DOT SHARE. **MaineDOT** will provide a maximum contribution to the **Project** of **\$55,000** or **50%** of the actual cost of labor and materials, whichever is less. The **Town** shall receive **MaineDOT's** contribution through reimbursement of costs incurred.
- 3B. LOCAL SHARE. The **Town** shall be responsible for the difference between the total cost of the **Project** and the maximum amount from **MaineDOT** as set forth in Article 3A, "MaineDOT Share." The **Town** exclusively shall be responsible for all costs incurred before the execution of this Agreement or deemed ineligible for reimbursement.

3C. REIMBURSEMENT. The **Town** may request periodic reimbursement for **MaineDOT's** share of **Project** costs incurred at the rate in Article 3A, "MaineDOT Share." The **Town** shall submit invoices in the format provided in Communication 4 from the MaineDOT Local Project Administration Manual, as follows:

1. **MaineDOT** shall make no reimbursement before the calendar year in which the funding for the **Project** is scheduled to be appropriated, 2017;
2. Since the **Project** involves use of "in-kind" labor and materials, the **Town** shall provide with each invoice:
  - Payroll records showing the rate of pay and number of hours worked on the **Project** by each laborer assigned to the **Project**; and
  - Receipts showing the quantity and price for each type of material purchased for the **Project**.
3. Each invoice must include a progress report;
4. Each invoice must have an accumulative total and a breakdown of **MaineDOT's** and the **Town's** shares of total costs.
5. Before paying the **Town's** final reimbursement request, **MaineDOT** will inspect the completed **Project** in accordance with Article 2H, "Final Inspection."

3D. REPAYMENT. If the **Town** withdraws from the **Project** before completion or otherwise fails to deliver the improvements described in Article 1A, "Scope of Work," **MaineDOT** may terminate this Agreement in accordance with Article 4, "Termination," and require the **Town** to refund all reimbursement payments made.

3E. SET-OFF. **MaineDOT** may exercise its rights of set-off to recover payments to the **Town** for work subsequently deemed ineligible for funding from **MaineDOT**. These rights will include, but will not be limited to, withholding for purposes of set-off any money owed to the **Town** under this Agreement and any other agreement with **MaineDOT** or any other agency of the State of Maine, including any contract starting before the effective date of this Agreement.

3F. NON-APPROPRIATION. By law, **MaineDOT's** financial obligations set forth in this Agreement are subject to budgetary appropriations. If **MaineDOT** receives insufficient resources to support this **Project** or fails to receive the legal authority to spend the funding programmed for this **Project**, **MaineDOT** shall be relieved of its obligation to make payment toward the **Project** until **MaineDOT** receives sufficient resources or the required legal authority.

#### **ARTICLE 4 – TERMINATION**

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4A. FOR CAUSE. **MaineDOT** will have just cause to terminate this Agreement in the event of default on the part of the **Town** as defined in Article 4B, "Default." **MaineDOT** will afford the **Town** a cure period of fourteen (14) calendar days, effective on the **Town's** receipt of Notice of Default. If the **Town** fails to address all defaults within this cure period, or such longer period as **MaineDOT** may authorize, **MaineDOT** may terminate this Agreement for cause, with these conditions:

1. The **Town** stop work on the **Project** – except for work required to protect public safety – and shall abide by Article 5 below regarding records for the **Project**.
  2. If termination is due to the **Town's** failure to correct any occurrence of default, **MaineDOT** shall recover from the **Town** reimbursements made in accordance with Article 3D, "Repayment."
  3. The **Town** shall forfeit all unspent SHIP funds in the terminated **Project**.
- 4B. DEFAULT. The **Town** shall receive a Notice of Default if the **Town** commits any of the following acts:
1. Fails to complete the **Project** by the expiration date of this Agreement;
  2. Withdraws its support for the **Project**;
  3. Uses **Project** funds for a purpose other than what is authorized by this Agreement;
  4. Misrepresents or falsifies any claim for reimbursement; and
  5. Fails to meet standards of performance outlined in this Agreement.

#### **ARTICLE 5 – RECORDS & AUDIT**

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- 5A. **Project** records are printed or electronic plans, specifications, contracts, reports, notes, or other documents prepared by or for the **Town**. The **Town** shall retain all records for at least **three (3) years** from the date of **MaineDOT's** acceptance of the final invoice. If any litigation, claim, negotiation or audit has begun before the end of this three (3) year period, all such records shall be kept at least until all action and resolution of all issues arising from it are complete. All records shall be provided to **MaineDOT** upon request after completion or termination of the **Project**.
- 5B. The **Town** and any consultant or contractor working on its behalf shall allow authorized representatives of the State of Maine to inspect and audit **Project** records. Copies shall be furnished at no cost to the State of Maine.
- 5C. Audits shall be performed in accordance with generally accepted government auditing standards (GAGAS).

#### **ARTICLE 6. GENERAL PROVISIONS**

---

- 6A. GOVERNING LAW. The laws of the State of Maine shall govern this Agreement.
- 6B. INDEMNIFICATION. To the extent allowed by law, the **Town** shall indemnify, defend and hold harmless **MaineDOT**, its officers, agents and employees from all claims, suits or liabilities arising from negligent or wrongful act, error or omission by the **Town**, its officers, employees, agents, consultants or contractors. Nothing in this article shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or other privileges or immunities provided by law. *Any other provision of this Agreement to the contrary notwithstanding, this provision shall survive the termination or expiration of this Agreement.*

- 6C. CONFIDENTIALITY. The **Town** shall keep confidential the engineering estimate of the cost to construct the **Project**, in accordance with Title 23 of the Maine Revised Statutes Annotated (MRSA), Section 63, "Confidentiality of records."
- 6D. INDEPENDENT CAPACITY. The **Town**, its employees, agents, representatives, consultants and contractors *shall not* act as officers, employees or agents of **MaineDOT**.
- 6E. FLOW DOWN. Contracts between the **Town** and all third parties shall contain or incorporate by reference applicable provisions of this Agreement.
- 6F. EQUAL EMPLOYMENT OPPORTUNITY. The **Town** shall not discriminate against any employee or applicant for employment *relating specifically to work under this Agreement* because of race, color, religious creed, sex, national origin, ancestry, age, sexual orientation or disability unless related to a bona fide occupational qualification. The **Town** shall include the provisions of this Article 6F in any contract for services or work for the **Project** so that the provisions are binding upon each consultant and contractor – with the exception of any contract for the purchase of standard commercial supplies or raw materials.
- 6G. BINDING EFFECT. The **Parties** shall be bound by the terms of this Agreement, which shall apply to its executors, their successors, administrators and legal representatives.
- 6H. ENTIRE AGREEMENT. This document represents the entire Agreement between the **Parties**. Neither **MaineDOT** nor the **Town** shall be bound by any statement, correspondence, agreement or representation not expressly contained in this Agreement.

#### **ARTICLE 7. DEBARMENT**

---

- 7A. By signing this Agreement, the **Town** certifies to the best of its knowledge and belief that it and its officers, agents and employees associated with the **Project** are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by the State of Maine. If the **Town** cannot certify to this statement, it shall attach an explanation to this Agreement.
- 7B. For the duration of this Agreement, the **Town** shall notify **MaineDOT** promptly if it or any of its officers, agents and employees associated with the **Project** is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by the State of Maine.

#### **ARTICLE 8. EXPIRATION**

---

All provisions of this Agreement shall expire upon satisfactory completion of the terms of this Agreement or **three (3) years** from the final day of the month in which this Agreement took effect, whichever occurs first, with the following exceptions:

- Article 2, Section I (maintenance);
- Article 5, Section A (retention of records);

- Article 5, Section B (access to records);
- Article 6, Section B (indemnification); and
- Article 6, Section C (confidentiality).

**ARTICLE 9. AGREEMENT APPROVAL**

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The undersigned municipal representative assures that the **Town's** legislative body has approved the **Project**, has appropriated or authorized the use of associated funds, and has authorized the representative to sign this Agreement.

IN WITNESS WHEREOF, the **Town** and **MaineDOT** have executed this Agreement effective on the date last signed below.

**Town of Old Orchard Beach**

**Maine Department of Transportation**

By: \_\_\_\_\_  
**Larry S. Mead, Town Manager**

By: \_\_\_\_\_  
**William A. Pulver, P.E., Director**  
 Bureau of Project Development

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*I certify that the foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9407 and §9502 – that the signature, if electronic: (a) is intended to have the same force as my manual signature; (b) is unique to me; (c) is capable of verification; and (d) is under my control.*

**# 6825 Discussion with Action: Convey foreclosed property identified as 52 Wild Dunes Way #4B, Parcel Numbers 0105A-00001-600-4B to owners of record Bethany Nichols, for the total amount of \$15,364.19 in outstanding taxes and accumulated interest, due on the effective date of conveyance, including FY 2017 taxes, plus any legal costs incurred by the Town of Old Orchard Beach.**

**BACKGROUND:**

Full payment, including back taxes, interest and legal fees have been made enabling Parcel Numbers 0105A-00001-600-4B to be conveyed to owner of record.

**MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Convey foreclosed property identified as 52 Wild Dunes Way #4B, Parcel Numbers 0105A-00001-600-4B to owners of record Bethany Nichols, for the total amount of \$15,364.19 in outstanding taxes and accumulated interest, due on the effective date of conveyance, including FY 2017 taxes, plus any legal costs incurred by the Town of Old Orchard Beach.**

**VOTE: Unanimous.**

11/18/2016 09:44 TOWN OF OLD ORCHARD BEACH P 1  
 dmulherin Real Estate Tax Statement txtaxstm

PARCEL: 0105A-00001-600-4B  
 LOCATION: 52 WILD DUNES WAY 4B  
 CURRENT OWNER:  
 NICHOLS BETHANY  
 52 WILD DUNES WAY 4B  
 OLD ORCHARD BEACH ME 04064

LEGAL DESCRIPTION:

CURRENT STATUS:  
 SQ FT: 8,053  
 LAND VALUATION: 45,000  
 BUILDING VALUATION: 217,500  
 EXEMPTIONS: 0  
 TAXABLE VALUATION: 266,500

DEED DATE: 10/16/2012 BOOK/PAGE: 16437/199 INTEREST DATE: 12/01/2016

YEAR	TYPE	INST	CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2017	RE-R	1	1604466	2,060.82	2,060.82	33.20	2,094.02
		2	RE TAX AMT	2,060.82		.00	2,060.82
				4,121.64	4,121.64	33.20	4,154.84
2016	LIEN	126					
		1	REAL ESTAT	3,875.45	3,875.45	105.54	3,980.99
			MAIL	7.23	7.23	.00	7.23
			30 DAY FEE	3.00	3.00	.00	3.00
			LIEN COST	51.00	51.00	.00	51.00
			INT.AT LIE	155.34	155.34	.00	155.34
				4,092.02	4,092.02	105.54	4,197.56
2015	LIEN	139					
		1	REAL ESTAT	3,737.86	3,737.86	361.29	4,099.15
			30 DAY FEE	3.00	3.00	.00	3.00
			MAIL	7.23	7.23	.00	7.23
			LIEN COST	51.00	51.00	.00	51.00
			INT.AT LIE	153.76	153.76	.00	153.76
			LIEN CERT	7.23	7.23	.00	7.23
				3,960.08	3,960.08	361.29	4,321.37
2014	LIEN	144					
		1	REAL ESTAT	3,427.92	2,647.77	42.65	2,690.42
			30 DAY FEE	3.00	.00	.00	.00
			MAIL	7.23	.00	.00	.00
			LIEN COST	51.00	.00	.00	.00
			INT.AT LIE	137.07	.00	.00	.00
			LIEN CERT	7.23	.00	.00	.00

*Handwritten:* 12/01/2016  
 194-8353

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dmulherin	Real Estate Tax Statement			txtaxstm
YEAR TYPE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST CHARGE	-----	-----	-----	-----
	3,633.45	2,647.77	42.65	2,690.42
	-----	-----	-----	-----
	3,633.45	2,647.77	42.65	2,690.42
	-----	-----	-----	-----
GRAND TOTALS	15,807.19	14,821.51	542.68	15,364.19

# 6826 Discussion with Action: Convey foreclosed property identified as 13 Melvin Avenue, Parcel Numbers 00212-00003-00006 to owners of record Harry C. Mclsaac, Jr., for the total amount of \$3,628.46 in outstanding taxes and accumulated interest, due on the effective date of conveyance, including FY 2017 taxes, plus any legal costs incurred by the Town of Old Orchard Beach.

**BACKGROUND:**

Full payment, including back taxes, interest and legal fees have been made enabling Parcel Numbers 00212-00003-00006, to be conveyed to owner of record.

**MOTION:** Councilor Kelley motioned and Councilor Blow seconded to Convey foreclosed property identified as 13 Melvin Avenue, Parcel Numbers 00212-00003-00006 to owners of record Harry C. Mclsaac, Jr., for the total amount of \$3,628.46 in outstanding taxes and accumulated interest, due on the effective date of conveyance, including FY 2017 taxes, plus any legal costs incurred by the Town of Old Orchard Beach.

**VOTE:** Unanimous.

12/01/2016 11:51 | TOWN OF OLD ORCHARD BEACH  
 dmulherin | Real Estate Tax Statement

| P 1  
 | txtaxstm

PARCEL: 00212-00003-00006

LOCATION: 13 MELVIN AV

CURRENT OWNER:  
 MCISAAC HARRY C JR  
 PO BOX 7022  
 OCEAN PARK ME 04063-7354  
 USA

CURRENT STATUS:  
 SQ FT: 7,200  
 LAND VALUATION: 54,300  
 BUILDING VALUATION: 96,600  
 EXEMPTIONS: 0  
 TAXABLE VALUATION : 150,900

LEGAL DESCRIPTION:

DEED DATE: 07/11/2003 BOOK/PAGE: 13157/258 INTEREST DATE: 12/01/2016

YEAR	TYPE	BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2017	RE-R	1604042				
	1	RE TAX AMT	1,166.46	.00	.00	PAID
	2	RE TAX AMT	1,166.45	1,128.46	.00	1,128.46
			2,332.91	1,128.46	.00	1,128.46
GRAND TOTALS			2,332.91	1,128.46	.00	1,128.46

**# 6827 Discussion with Action: Extend the previous approval of use of Town land located at the Ballpark by the Community Garden for a period of two years from January 1, 2017 to December 31, 2019.**

**BACKGROUND:**

The Community Garden has for several years had a Community Garden supported by the handiwork of local residents who have benefitted, as well as the Food Pantry, from their gardening talents. The Ballpark Commission has agreed for an extension of their agreement for an additional two year period.

**MOTION: Councilor Blow motioned and Councilor Kelley seconded to Extend the previous approval of use of Town land located at the Ballpark by the Community Garden for a period of two years from January 1, 2017 to December 31, 2019.**

**VOTE: Unanimous.**

**November 22, 2016**

**Dear Members of the Old Orchard Beach Town Council,**

The Old Orchard Beach Community Garden was established by the Town Council in 2011 at a site near the Ball Park. Since that time, the council has granted extensions of that authorization and the garden has thrived. Our latest extension ends December 31<sup>st</sup> of this year and we are requesting another two-year extension. At their meeting on November, 17<sup>th</sup>, the Ball Park's expressed their support of the garden and unanimously granted us permission to continue. We sincerely hope the council will approve our request.

The Community Garden is a self-supporting organization, financing all our purchases through \$25 plot fees. As a community-based group, we feel it is important to help those in need as well as support our youth groups. We have supplied free gardening plots to those in need and to organizations such as the Boy Scouts, Girl Scouts, and the high school. We also created a large plot which is used by the OOB Community Food Panty to grow fresh vegetables for distribution to those in need.

During the past two years, our gardens have continued to improve. We now have 48 plots in addition to the large plot which is maintained by the food pantry. So far, we have been able to accommodate all those wishing to garden and there is space for additional plots if that becomes necessary. With your approval, we hope to continue our efforts to provide garden space for those who would otherwise not be able to garden.

We are mindful of those that help make all this possible. There are too many to name here, but we do want to thank several town offices. Although we don't receive funding from the town, we appreciate the support which has been freely and kindly given by the Town Manager's Office, the Department of Public Works, the Town Clerk's Office, and the Finance Office. We also thank the Ball Park Commission for granting their approval of the garden and supplying us with water. They have all been wonderful in their support.

In conclusion, we thank the Town Council for enabling us to transform this wonderful piece of property into the Community Garden and ask that you grant us another two-year extension. Thank you for your consideration.

Sincerely,  
Don Hamilton, Chairman  
Robin Dayton, Vice Chairwoman  
Lynn Selden, Secretary  
Ann Quinlan, Treasurer  
Pat MacCandless, Board Member

# 6828 Discussion with Action: Approve an amount, not to exceed \$15,000, from Account Number 20130-50800 – CDBG Safe Neighborhood Grant Expenses, funding to come from the grant award, with an available balance of \$100,000, for the purchase of a vehicle to be used in conjunction with the grant.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to Approve an amount, not to exceed \$15,000, from Account Number 20130-50800 – CDBG Safe Neighborhood Grant Expenses, funding to come from the grant award, with an available balance of \$100,000, for the purchase of a vehicle to be used in conjunction with the grant.

**VOTE:** Unanimous.

**GOOD AND WELFARE:**

**JEROME BEGERT:** He suggested that the Smoking Ordinance be a Resolution rather than an Ordinance to save on court costs. He also expressed appreciation for the Town Manager addressing the question of issues of minimal receivership for the schools.

**HELENE WHITTAKER:** She reminded everyone of the Neighborhood Watch meeting and invited active participation.

**ADJOURNMENT**

**MOTION:** Councilor Blow motioned and Councilor Tousignant seconded to Adjourn the Town Council Meeting at 7:25 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 thirty-six (36) pages is a copy of the original Minutes of the Town Council Meeting of December 6, 2016.

V. Louise Reid