



**JANUARY 3, 2017
TUESDAY
7:00 P.M.**

**AGENDA
REGULAR COUNCIL MEETING
City Council Chambers, 2nd Floor
265 Main Street-Old Town, Maine**

- I. CALL TO ORDER** (Please turn off or silent cell phones)
- II. FLAG SALUTE**
- III. ROLL CALL**
- IV. Approval of the Minutes**
- V. PETITIONS, COMMUNICATIONS AND CITIZENS' REQUESTS**
- VI. REPORTS**
 - A. Council President**
 - B. Standing Committees (Finance, Public, Administrative & Economic Services; Landfill, Legislative, Sewer, Airport & Housing sub-committees)**
 - C. City Councilors**
 - D. City Attorney**
 - E. Special Committees**
 - F. City Manager**
- VII. CONSENT AGENDA (New Business items 1, 2, 3 & 4)**
 - Suggested motion: Resolved, the Old Town City Council hereby approves the Suggested motions under New Business items 1, 2, 3 & 4 as presented.
(Councilor McLeod)

VIII. PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

SECOND READING OF ORDINANCES

1. The City Council will conduct a Second Reading for final approval on a proposal to amend the Zoning Designation for 35 Middle Street, Tax Map 25, Lot 1 from Industrial, I-1 to Commercial Business C-1 and 211 Main Street, Tax Map 25, Lot 11 from General Residence R-2 to Commercial Business C-1 as recommended by the Planning Board.
- 1a. The City Council will consider final approval on a proposal to amend the Zoning Designation for the previous Old Town Canoe factory property.

Suggested motion: Resolved, the Old Town City Council hereby approves a proposal to amend the Zoning Designation for 35 Middle Street, Tax Map 25, Lot 1 from Industrial, I-1 to Commercial Business C-1 and 211 Main Street, Tax Map 25, Lot 11 from General Residence R-2 to Commercial Business C-1 as recommended by the Planning Board.

(Councilor Nuttall)

(Roll Call Vote)

IX. OLD BUSINESS

1. The City Council will consider removing the item concerning the Old Town Elks application for a Special Taste Testing Event from the table. This item was tabled at the December 19, 2016 Special Council Meeting.

Suggested motion: Resolved, the Old Town City Council hereby removes the Old Town Elks application for a Special Taste Testing Event from the table.

(Councilor Roach)

- 1a. The City Council will consider approval of a Special Taste Testing (Beer) Event Permit for the Old Town Elks Lodge to be held February 4, 2017 from 12 Noon until 5:00 p.m.

Suggested motion: Resolved, the Old Town City Council hereby approves a Special Taste Testing (Beer) Event Permit for the Old Town Elks Lodge, 290 Fourth Street, to be held February 4, 2017 from 12 Noon until 5:00 p.m.

(Councilor Klitch)

X. NEW BUSINESS

1. The City Council will consider a re-appointment to the Old Town Water District.

Suggested motion: Resolved, the Old Town City Council hereby re-appoints Donald Sturgeon to the Old Town Water District Board of Trustees, term to expire 3/31/2020.

2. The City Council will consider approval of a Liquor License and Special Amusement Permit for the American Legion.

Suggested motion: Resolved, the Old Town City Council hereby approves a renewal application for a Malt, Spirituous & Vinous Liquor License and Special Amusement Permit for the American Legion, Tedd-Lait Post #75, 20 Water Street.

3. The City Council will consider approval of a renewal application for a Malt, Spirituous & Vinous Liquor License and a Special Amusement Permit (no dancing) for John Rondo, 268 Main Street.

Suggested motion: Resolved, the Old Town City Council hereby approves a renewal application for a Malt, Spirituous & Vinous Liquor License and Special Amusement Permit (no dancing) for John Rondo d/b/a Yamas, 268 Main Street.

4. The City Council will consider renewing the annual Animal Control Agreement with Penobscot County for Animal Control Services in the City at the cost stated in the Agreement.

Suggested motion: Resolved, the Old Town City Council hereby approves renewing the annual Animal Control Agreement with Penobscot County at the cost stated in the Agreement for Animal Control Services in the City.

5. The City Council will consider electing a Vice President to act as President Pro-Tempore for the 2016-2017 Council Term Year.

Suggested motion: Resolved, the Old Town City Council hereby elects _____ as Vice President to the Council who will carry out the duties of President Pro-Tempore for the 2016-2017 Council Term Year.

(Councilor May)

6. The City Council will consider authorizing the transfer of funds to cover the cost of the 2016 Old Town Mill appraisal.

Suggested motion: Resolved, the Old Town City Council hereby authorizes the Finance Director to transfer \$19,040 from Account #03800 Fund Balance to account #1500-0299 Assessor's Other Contractual Services to pay MRV Appraisal Company for the appraisal work done at the Old Town Mill as recommended by the Finance Committee.

(Councilor May)

7. The City Council will consider authorizing the transfer of funds to cover the legal fees with the Mill Site Sale transaction.

Suggested motion: Resolved, the Old Town City Council hereby authorizes the Finance Director to transfer \$18,165 from Account #03800 Fund Balance to Account #1210-0295 Legal Fees to pay Barns, Greenfield and Thornton for legal fees with the Mill Site Sale transaction as recommended by the Finance Committee.

(Councilor Nuttall)

XI. ADJOURNMENT

ANIMAL CONTROL AGREEMENT

This Agreement is made this _____ day of January, 2017 by and between the **CITY OF OLD TOWN**, a political subdivision of the state of Maine located in Penobscot County (hereinafter referred to as the “Town”) and **PENOBSCOT COUNTY**, a body politic within the State of Maine, having its principal office located in Bangor (hereinafter referred to as the “County”).

1. **Term:** The term of this contract shall commence on January 16, 2017, and end on January 15, 2018.

2. **Scope of Services:** The County agrees to provide animal control services for purposes of MRSA Title 7, Chapter 725 to the Town through a Regional Animal Control Officer (“ACO”) employed by the County. Such services include, but are not necessarily limited to:
 - a. Responding to domesticated animal complaints;

 - b. Control of dogs running at large;

 - c. Enforcement of rabies vaccination requirements and procedures to prevent the spread of rabies;

 - d. Providing medical care to injured animals;

 - e. Enforcement of municipal animal ordinances;

 - f. Remediation of animal trespass situations; and

 - g. Initial investigation of animal cruelty complaints (State Animal Welfare will be brought in if animal cruelty complaints are founded and require further attention).

3. **Response Times:** The ACO will be dispatched by the Penobscot Regional Communications Center and will be expected to respond to all calls within 24 hours. In addition, the ACO will respond to urgent or emergency calls as soon as possible. The ACO will immediately notify the Town of unusual situations such as dog bites, summonses, cruelty investigations, seizures and rabies cases.

4. **Record Keeping:** The ACO will keep detailed records of all calls relating to the Town, which records will be provided to the Town on a monthly basis. The call records will contain the following information: date of call, town name, physical address, the nature of the call, total call time, and total mileage.
5. **Training & Certification:** The ACO will be trained and certified as required under 7 MRSA § 3906-B(4).
6. **Inoculations:** The Town agrees to share equally in the cost of rabies inoculations that may be required due to the performance of this contract.
7. **Town Responsibilities:** The Town shall:
 - a. Appoint the ACO as the Town's ACO;
 - b. Maintain a contract with an approved shelter as required by 7 M.R.S. §3949;
 - c. Remain in good standing with veterinarian clinics used for animal control related services;
 - d. Provide information related to registration of animals to the ACO;
 - e. Provide to the ACO copies of ordinances related to domesticated animals specific to the Town; and
 - f. Direct all animal control complaints to the ACO through the Penobscot County Regional Communications Center for relay to the ACO.
8. **Compensation:**
 - a. The Town agrees to pay the County **Thirteen dollars and 25 cents (\$13.25)** per hour and **Fifty cents (\$.50)** per mile for the time and travel the ACO logs while responding to animal complaints in the town. The County will invoice the Town for time and mileage on a quarterly basis, beginning on April 15, 2017.
 - b. In addition, the Town agrees to pay the County an administration fee of 3% of the total time and mileage each quarter.

- c. Payment is due within thirty (30) days of receipt of the invoice. The County may charge interest on any unpaid balance after forty-five (45) days from the date of the invoice.
9. **Termination:** Either party may terminate this agreement for no cause upon thirty (30) days written notice.
 10. **Indemnification and Hold Harmless:** The Town hereby agrees to indemnify, save harmless and defend the Penobscot County together with any officers, officials, managers, supervisory employees, as well as their agents, persons acting in their interests, predecessors, successors, subsidiaries, affiliates, attorneys, insurers and assigns, and any related or affiliated entity, from and against any and all liabilities, claims, penalties, forfeitures, suits and costs and expenses incident thereto on account of or in any way arising out of this Agreement.
 11. **Governing Law:** This Agreement has been executed and delivered in Maine and its interpretation, validity and performance shall be construed in conformance with the laws of Maine.
 12. **Entire Agreement:** This Agreement contains the entire agreement between the County and Town with respect to this subject matter.

IN WITNESS WHEREOF, the parties hereunder duly authorized have executed and delivered this agreement.

**PENOBSCOT COUNTY
COMMISSIONERS**

Date

Thomas J. Davis, Jr.
Its: Chairman

Laura Sanborn

Peter K. Baldacci

CITY OF OLD TOWN

Date

City Councilor

City Councilor

City Councilor

City Councilor

City Councilor

City Councilor

Old Town Utility & Technology Park, LLC
 P.O. Box 2229
 South Portland ME 04106

Purchase -property & mill equipment/Old Town/Eakin

PLEASE REFERENCE THE ABOVE ACCOUNT NUMBER ON YOUR CHECK

Fees

Hours

| Date | Initials | Description | Hours | Amount |
|------------|----------|--|-------|--------|
| 06/23/2016 | JBB | review summary of project from Sam, conference with Sam to review project and discuss items needed | 1.60 | 384.00 |
| 06/29/2016 | JBB | conference with Sam to review project and start draft of P&S | 1.50 | 360.00 |
| 07/01/2016 | JBB | review documents to prepare for draft of P&S | 1.00 | 240.00 |
| 07/03/2016 | JBB | first draft of P&S | 3.00 | 720.00 |
| 07/04/2016 | JBB | conference with Sam to review P&S and make changes | 1.00 | 240.00 |
| 07/05/2016 | JBB | further revisions to P&S | 0.60 | 144.00 |
| 07/06/2016 | JBB | Telephone conferences, revise P&S, review title issues | 4.00 | 960.00 |
| 07/07/2016 | SEA | Initial review of draft P&S Agreement | 0.40 | 64.00 |
| 07/08/2016 | JBB | Telephone conference and emails with Sam E. re changes to P&S | 0.50 | 120.00 |
| 08/01/2016 | SEA | Review recent drafts and correspondence; phone conference with buyer and seller; call to DEP for information on license transfer | 1.00 | 160.00 |
| | SEA | Phone call with Mark at DEP | 0.20 | 32.00 |
| | JBB | Telephone conference with Sam E. re: new P&S from Seller attorney, conference call with Sam, Bill F. Danielle to work on recitals for P&S | 1.90 | 456.00 |
| 08/02/2016 | JBB | Telephone conference with Pete Van Hamel re subdivision issues | 0.40 | 96.00 |
| 08/03/2016 | JBB | Telephone conference with Sam re leasehold for seller and recitals | 0.40 | 96.00 |
| 08/08/2016 | JBB | review recitals from draft P&S's and draft new recitals | 0.80 | 192.00 |
| 08/10/2016 | SEA | Review Recitals; review S. Eakin amendments; Telephone conference with S. Eakin | 0.40 | 64.00 |
| | JBB | Telephone conference with Sam and Dave E., recital draft review, Telephone conference to Danielle and complete draft of recitals and send to all | 2.20 | 528.00 |

Purchase -property & mill equipment/Old Town/Eakin

Hours

| Date | SEA | JBB | Description | Hours | Rate |
|------------|-----|-----|--|-------|--------|
| 08/11/2016 | SEA | | Conference with Sam Eakin. Brief Email to JBB | 0.30 | 48.00 |
| 08/12/2016 | JBB | | Telephone conference with Sam re closing and P&S process and timing | 0.40 | 96.00 |
| 08/14/2016 | SEA | | Draft Schedule of Exhibits; correspondence with client | 0.60 | 96.00 |
| 08/15/2016 | SEA | | Conference with S. Eakin and D. Ebson to discuss next steps. Conference with J. Barns. Notes to file. | 1.00 | 160.00 |
| | JBB | | conference call with Sam, Dave and S.A. to decide next steps, conference with SA to execute steps | 1.00 | 240.00 |
| 08/16/2016 | SEA | | Review DEP permits and global transfer applications. Meet with J. Barns. Phone conference with Kat Joyce. Review DEP rules. Summary Email to J. Barns. | 2.50 | 400.00 |
| | JBB | | conference with SA re permitting issues and review | 0.70 | 168.00 |
| 08/17/2016 | JBB | | conference with Danielle re recitals and revisions to same | 1.10 | 264.00 |
| 08/18/2016 | SEA | | Review Document Preparation list. Phone call with S. Eakin. Email to Dave and Sam. Manipulate license and permit file for Email attachment. | 0.40 | 64.00 |
| 08/19/2016 | JBB | | conference with Sam and conference with seller and attorney re process and revisions to checklist, numerous emails and doc review | 4.00 | 960.00 |
| | SEA | | Conference call with all parties. Notes to file. | 0.50 | 80.00 |
| 08/22/2016 | SEA | | Telephone conference with Kat Joyce ahead of tomorrow's group call to discuss DEP matters | 0.30 | 48.00 |
| | JBB | | Telephone conference with Pete Van Hemel re descriptions and tax maps | 0.30 | 72.00 |
| 08/23/2016 | SEA | | Update to J Barns regarding license transfer process. | 0.20 | 32.00 |
| | SEA | | Conference with James Barns regarding current closing strategies. Begin rough draft Agenda. | 1.00 | 160.00 |
| | JBB | | conference with S.A. on permits and transfers, conference with S.A. to review checklist and prepare for conference with all parties | 1.30 | 312.00 |
| 08/24/2016 | SEA | | Phone call with S. Eakin. Work on draft Agenda. Phone conference with all parties. | 1.90 | 304.00 |
| | JBB | | conference call with all to review checklist and progress | 0.80 | 192.00 |
| 08/25/2016 | SEA | | Complete draft Agenda. Brief conference with James Barns. | 1.50 | 240.00 |
| | JBB | | review draft agenda with SA | 0.40 | 96.00 |
| 08/29/2016 | SEA | | Revise summary of deal from James Murray. Partial revision of Purchase and Sale Agreement. | 2.20 | 352.00 |
| | JBB | | deed description and tax maps review | 0.50 | 120.00 |
| 08/30/2016 | SEA | | Complete draft of P&S Agreement pursuant to current terms | 3.00 | 480.00 |
| 09/01/2016 | SEA | | Conference with J Barns to review P&S Agreement | 0.60 | 96.00 |
| | SEA | | Revisions to Purchase and Sale Agreement | 0.50 | 80.00 |
| | JBB | | conference with S.A. to revise P&S draft | 1.00 | 240.00 |
| 09/06/2016 | SEA | | Phone conference with surveyor. Phone conference with Town attorney. | 0.40 | 64.00 |
| | JBB | | Telephone conference with Eric S and Jim Murray, review and revise Phase 2 P&S | 2.10 | 504.00 |

Purchase -property & mill equipment/Old Town/Eakin

| | | | Hours | |
|------------|-----|---|-------|-----------|
| 09/08/2016 | SEA | Revise P&S Draft. Send to Sam & Dave. | 0.60 | 96.00 |
| 09/12/2016 | SEA | Correspondence with S. Eakin. Review summary of status from client. Meeting with S. Eakin | 0.50 | 80.00 |
| | JBB | review Sam's update re tissue building, conference call with City for status | 0.80 | 192.00 |
| 09/13/2016 | SEA | Review update from Sam. Voicemail message. | 0.10 | 16.00 |
| 09/14/2016 | SEA | Call with S. Eakin. Call with Dave Edson. Conference with J. Barns to discuss structure of deal with new terms. | 1.50 | 240.00 |
| | JBB | Telephone conferences with Sam and Dave E., SA, re new plan and revise P&S for Phase 1 and 2, draft new payment schedule | 2.50 | 600.00 |
| 09/15/2016 | SEA | Draft revised flowchart of financings and purchases. Send to client. | 0.70 | 112.00 |
| | SEA | Conference call with all parties. Brief conference with James Barns. Email to clients with licenses & permits. | 0.80 | 128.00 |
| | JBB | gather surveys, exhibits and many emails and calls, prepare for and attend conference call with city | 2.50 | 600.00 |
| 09/19/2016 | JBB | emails with Erik, Bill Mayo and conference call re P&S documents | 0.90 | 216.00 |
| 09/20/2016 | SEA | Conference with James Barns. Phone call with Erik Stumpf. Phone call with Bill Mayo. Draft revised term sheet. Meeting with James Barns. Revise term sheet, email to counsel for city and seller. | 2.70 | 432.00 |
| | JBB | conference with SA re New plan, call with Erik and Mill M to review plan | 2.00 | 480.00 |
| 09/22/2016 | SEA | Phone conference with Town and clients. Email to seller counsel with revised term sheet. | 0.50 | 80.00 |
| | JBB | prepare for and attend phone conference with city and client | 1.10 | 264.00 |
| 09/26/2016 | SEA | Receipt and review of OTU corporate documents | 0.20 | 32.00 |
| | SEA | Review & revise P&S agreement | 1.00 | 160.00 |
| | JBB | draft phase 1 P&S and revise Phase 2 P&S, emails | 5.20 | 1,248.00 |
| 09/27/2016 | SEA | Prepare materials for client meeting | 0.30 | 48.00 |
| | JBB | prepare for site visit, emails and review easements | 0.70 | 168.00 |
| 09/28/2016 | SEA | Travel to Old Town. Site visit. Conference with client and Town Council members. | 3.00 | 480.00 |
| | JBB | tour facility, meet city officials, conference with Kevin P., registry for exceptions docs | 6.50 | 1,560.00 |
| 09/29/2016 | SEA | Review Agreement to Provide Services. Request auction contract. | 0.30 | 48.00 |
| 10/05/2016 | SEA | Review correspondence regarding deal status | 0.10 | 16.00 |
| | | For Current Services Rendered | 85.90 | 18,120.00 |

Expenses

| | | | | |
|------------|--|---------------------------|--|-----------|
| 07/07/2016 | | Staples - Copies of Plans | | 45.43 |
| | | Total Expenses | | 45.43 |
| | | Total Current Work | | 18,165.43 |

Purchase -property & mill equipment/Old Town/Eakin

| | |
|--------------|--------------------|
| Balance Due | <u>\$18,165.43</u> |
| Please Remit | <u>\$18,165.43</u> |