



**TOWN OF OLD ORCHARD BEACH**  
*Office of the Town Manager*

1 Portland Ave, Old Orchard Beach, Maine  
Phone: 207.937.5626 Web: [www.oobmaine.com](http://www.oobmaine.com) or  
[www.oobmaine.com/town-council](http://www.oobmaine.com/town-council)

**Regular Town Council Meeting Minutes**  
*Tuesday, February 16th, 2021*

I, Jennifer Hayes, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of one hundred sixty-five (165) pages is a copy of the original minutes from the regular meeting of the Old Orchard Beach Town Council held on Tuesday, 02.16.2021.

**Prepared by:** Jennifer Hayes  
**Approved by:** Old Orchard Beach Town Council  
**Approval Date:** 03.02.2021

Respectfully Submitted,

Jennifer Hayes  
*Town Council Secretary*



**Regular Town Council Meeting Minutes**  
**Tuesday, February 16<sup>th</sup>, 2021 @ 6:30pm**  
**Town Council Chambers**

There was a regular meeting of the Old Orchard Beach Town Council on Tuesday, February 16<sup>th</sup>, 2021. The meeting was opened at 6:35pm by Chair O'Neill. After the pledge of allegiance, roll call was taken. The following individuals were present:

Shawn O'Neill - Chair

Mike Tousignant - Vice Chair

V.Louise Reid - Councilor

Jay Kelley - Councilor

Kenny Blow - Councilor

Larry Mead - Town Manager

Jen Hayes - Town Council Secretary

**ACCEPTANCE OF MINUTES**

Accept the Special Meeting Minutes from Monday, January 18<sup>th</sup>, 2021 and the Regular Town Council Meeting Minutes from Tuesday, January 19<sup>th</sup>, 2021.

**Motion to Accept:** Councilor Reid

**Seconded by:** Councilor Tousignant

**Vote:** 5-0

**PRESENTATION**

Fiscal Year 2020 Audit | RHR Smith & Company *See Appendix A*

**PUBLIC HEARING – BUSINESS LICENSES & APPROVAL:**

Christopher Meier, (207-2-7), 14 Forest Avenue, one year round rental

Jodi & David Connolly, (301-3-1-306), 189 East Grand Ave #306, one year round rental

**Opened Public Hearing @ 6:57pm**

**Closed Public Hearing @ 6:57pm**

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Kelley

**Vote:** 5-0

**TOWN MANAGER REPORT** *(see Appendix B)*

**NEW BUSINESS:**

**Agenda Item #7360**

**Discussion with Action:** Award the bid to Picard Enterprises for rock crushing in the amount of \$23,749.00 from account 50002-50506-CIP, Road Maintenance & Improvements, with a balance of \$54,037.21.

**Background:**

To reduce the large pile of composite material at the Town’s transfer station, a request for proposals was initiated to seek a vendor with the equipment necessary to crush a mix of cement, rock and asphalt to be utilized as reclaimed gravel.

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Kelley

**Vote:** 5-0

## Rock Crushing Bid Results

	Price	Number of Hours to Complete Job	Start Date	End Date	Exceptions to Specs
<b>1 Snook's Mobile Screening LLC</b> 29 Ashbrook Rd. Exeter, NH 03833 603-944-222 Keith Snook	\$ 23,750.00	40-50 hours	April - May 2021	April - May 2021	Will call 2 weeks ahead of start date. If needed done before or after listed, please call to discuss. Can start mid to end of February if needed
<b>2 William Shapleigh &amp; Son Construction Co., Inc</b> 4 Industry Dr., Berwick, ME 03901 P.O Box 393 S. Berwick, ME 03908	\$ 43,856.00	50 hours	Feb 15th	Feb 26th	Our crushers have magnets on them but we do not guarantee 100% metal free. We will be providing a 1 inch plus/minus material.
<b>3 Picard Enterprises</b> 80 New County Rd. Saco, ME 04072 207-468-9932	<del>\$ 29,500.00</del> \$ 23,749.00	50 hours	Feb 22nd	Feb 26th	At our discretion will remove and set aside any concrete slabs that visually have rebar in them. If any rebar does go through or any other foreign objects that cause damage to the cone, OOB will be liable.
<b>4 Gorham Sand &amp; Gravel</b> 939 Parker Farm Road Buxton, ME 207-839-2442	\$ 51,948.00	66 hours	May 3rd	May 11th	See attached letter
<b>5 Northeast Earth Mechanics Inc</b> 159 Barnstead Rd. Pittsfield, ME 03263 603-234-4243	\$ 39,499.00	40-50 hours	TBD	TBD	Mobilize within 10 days of award and complete within 2 weeks of mobilization. Debris and trash will remain at the site.

BID FORM

We the undersigned agree to furnish The Town of Old Orchard Beach with the service of crushing cement, rock and asphalt to be used as reclaim gravel.

FIXED PRICE TO CRUSH ALL DEBRIS: \$ 29,500

NUMBER OF HOURS TO COMPLETE THE JOB: ~~50~~ 50

START DATE: FEB 22 2021 END DATE: FEB 26 2021

EXCEPTIONS TO SPECIFICATIONS:  
We at our discretion will remove and set aside any concrete slabs that visually have rebar in them. If any rebar does go through or any other foreign objects that cause damage to the cone, OOB Public Work will be liable for repairs. Our jaw crusher does have a magnet which should extract pieces of metal.

COMPANY NAME: Picard Enterprises

ADDRESS: 80 New County Rd

CITY/TOWN: Saco STATE/ZIP: 04072

TELEPHONE: (207) 468-9932 FAX: —

AUTHORIZED SIGNATURE: Eric Picard DATE: 1-12-21

PRINTED NAME: Eric Picard

TITLE: President

Picard enterprises<sup>2019</sup> @gmail.com

**BID FORM**

We the undersigned agree to furnish **The Town of Old Orchard Beach** with the service of crushing cement, rock and asphalt to be used as reclaim gravel.

FIXED PRICE TO CRUSH ALL DEBRIS: \$ 23,750

NUMBER OF HOURS TO COMPLETE THE JOB: 40-50

START DATE: APRIL-MAY 2021      END DATE: APRIL-MAY 2021

EXCEPTIONS TO SPECIFICATIONS:  
WILL CALL 2 WEEKS AHEAD OF START DATE!  
IF NEEDED DATE BEFORE OR AFTER LISTED, PLEASE CALL TO DISCUSS TIME  
FRAME!

COMPANY NAME: SNOOK'S MOBILE SCREENING LLC

ADDRESS: 29 ASHBROOK RD

CITY/TOWN: EXETER      STATE/ZIP: NH 03833

TELEPHONE: 603-944-2222      FAX: \_\_\_\_\_

AUTHORIZED SIGNATURE: Keith Snook      DATE: 1-10-2021

PRINTED NAME: KEITH SNOOK

TITLE: OWNER

Exhibit A

**BID FORM**

We the undersigned agree to furnish The Town of Old Orchard Beach with the service of crushing cement, rock and asphalt to be used as reclaim gravel.

FIXED PRICE TO CRUSH ALL DEBRIS: \$ 39,499.00

NUMBER OF HOURS TO COMPLETE THE JOB: 40-50 Crushing Hours

START DATE: TBD \* END DATE: TBD \*

Mobilize within 10 days of award, and complete within two weeks of mobilization (weather dependent).  
EXCEPTIONS TO SPECIFICATIONS: Debris and trash will remain at the site.

COMPANY NAME: NorthEast Earth Mechanics, Inc.

ADDRESS: 159 Barnstead Road

CITY/TOWN: Pittsfield STATE/ZIP: NH 03263

TELEPHONE: 603-234-4243 FAX: 603-435-7950


AUTHORIZED SIGNATURE:  DATE: 1/12/21

PRINTED NAME: Jimmy Locke

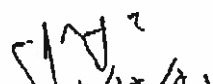
TITLE: President

To be a successful bidder:

- ✓ - Contractor must own the equipment to crush rock, concrete and pavement to one inch crush gravel equivalent.
- ✓ - Contractor must be insured and provide certificate of insurance naming the Town as additionally insured for the duration of the work.
- ✓ - Contractor must have the ability to provide a start date and completion date.
- ✓ - Contractor must have the ability to provide an approximate number of hours to complete the job.
- ✓ ~~Contractor must schedule a site visit to evaluate the amount of debris to be crushed, in order to provide a fixed price.~~

visited site on 1/11/21 @ 4PM  
 after speaking to Joe Cooper  


The Town of Old Orchard Beach is sales tax exempt.

  
 1/12/21  
 7



# EARTH

159 Barnstead Road  
Pittsfield, NH 03263  
Phone: 603-435-7989  
Fax: 603-435-7950  
www.neearth.com

**NORTHEAST EARTH MECHANICS, INC.**

## REFERENCES

### Crushing Services:

City of Manchester, 475 Valley Street, Manchester, NH 03103 (603) 624-4444 Attn: Jay Davini

Radford Messenger, 444 First Crown Point Road, Strafford, NH 03884 (603) 332-0349 Attn: Greg Messenger

Town of Goffstown, 404 Elm Street, Goffstown, NH 03045 (603) 497-3617 Attn: Carl Quiram

State of Maine DOT, 41 Rice Street, Presque Isle, ME 04769 (207) 624-3600 Attn: Roger Soucy

Town of Merrimack NH, PO Box 940, Merrimack, NH 03054 (603) 423-8551 Attn: Lori Barrett

Francestown Sand & Gravel, 200 Francestown Road, Bennington NH 03442 (603) 588-3900 Attn: Kris Stewart

Town of Wells, 208 Sanford Road, Wells, ME 04090 (207) 464-3014 Attn: Terry Oliver

Town of Alton, PO Box 659, Alton, NH 03809 (603) 875-6808 Attn: Ken Roberts

Town of Farmington, 356 Main Street, Farmington, NH (603) 755-4883 Attn: Jason Gagnon

Town of South Berwick, 180 Main Street, South Berwick, ME 03908 (207)384-3017 Attn: Jon St. Pierre

Interstate Soils, LLC, PO Box 13, Milton, NH 03851 (603) 652-4800 Attn: Bob Frizzell

Nevison Excavation, PO Box 286, Lebanon, ME 04027

Charles McKay Aggregates, PO Box 175, New Durham, NH 03855

Canterbury Timber Co., 57 Old Gilmanton Road, Canterbury, NH 03224 (603) 234-5889 Attn: Sean McDonald

DH Hardwick & Sons, Inc., PO Box 430, Antrim, NH 03440 (603) 588-6618 Attn: Teri Hardwick

**BID FORM**

We the undersigned agree to furnish The Town of Old Orchard Beach with the service of crushing cement, rock and asphalt to be used as reclaim gravel.

FIXED PRICE TO CRUSH ALL DEBRIS: \$ 51,448

NUMBER OF HOURS TO COMPLETE THE JOB: 66 hours

START DATE: May 3rd, 2021 END DATE: May 11<sup>th</sup>, 2021

EXCEPTIONS TO SPECIFICATIONS: See attached Letter  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: Gorham Sand & Gravel

ADDRESS: 934 Parker Farm Road

CITY / TOWN: Buxton STATE/ZIP: ME, 04093

TELEPHONE: (207) 839-2442 FAX: \_\_\_\_\_

AUTHORIZED SIGNATURE: D. Shaw DATE: 1/12/21

PRINTED NAME: Darin Shaw

TITLE: Manager

Town of Old Orchard Beach

Department of Public Works

103 Smithwheel Road

Old Orchard Beach, ME 04064

Re: Old Orchard Beach Crushing bid, 1/12/21

January 12, 2021

To Whom it May Concern:

Enclosed with this letter is our bid to crush the oversized fill pile at the Old Orchard Beach Brush and Leaf yard per the specifications provided. The reason for this letter is to ensure there will be ample room for us to crush and stockpile the material. During our inspection of the site, we found it is a very tight working environment. The town may consider removing material from the site to provide a larger work area. We believe it will make project more efficient and safer. It will also provide an easier flow for loading the final product once we have completed the project. To that end, a review of the site reveals a significant stockpile of Super-Humous material. As an option, we would be willing to remove a significant amount of Super-Humous to provide an area large enough for the crushing and stockpiling operation. The Super-Humous removed would become the property of GSG as compensation for the loading and hauling required (no additional cost to the Town).

We would be happy to discuss this or other options further at your convenience.

Rec'd 1/2

Exhibit A

**BID FORM**

We the undersigned agree to furnish **The Town of Old Orchard Beach** with the service of crushing cement, rock and asphalt to be used as reclaim gravel.

**FIXED PRICE TO CRUSH ALL DEBRIS:** \$ 43,856.00

**NUMBER OF HOURS TO COMPLETE THE JOB:** 50 hrs

**START DATE:** February 15<sup>th</sup> 2021      **END DATE:** February 26<sup>th</sup> 2021

**EXCEPTIONS TO SPECIFICATIONS:**

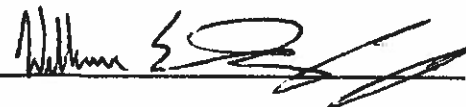
Our crushers have magnets on them but we do not  
guarantee 100% metal free.  
We will be providing a 1 inch plus/minus material.

**COMPANY NAME:** Wm. Shapleigh & Son Construction Co., Inc.

**ADDRESS:** 4 Industry Dr. Berwick ME 03901 Mailing: PO BOX 395 SOUTH BERWICK  
ME 03908

**CITY/TOWN:** Berwick      **STATE/ZIP:** ME/03901

**TELEPHONE:** (207) 384-7070      **FAX:** (207) 384-7071

**AUTHORIZED SIGNATURE:**       **DATE:** Jan 11, 2021

**PRINTED NAME:** Noah McDaniel

**TITLE:** Office Administrator

**TOWN OF OLD ORCHARD BEACH**  
**PUBLIC WORKS DEPARTMENT**



**12/23/2020**

**REQUEST FOR PROPOSAL**

**SERVICES TO CRUSH MIXED CEMENT, ROCK AND ASPHALT**

**TO BE USED AS RECLAIM GRAVEL**

The Town of Old Orchard Beach is soliciting proposals to crush a mix of cement, rock and asphalt that will be used as reclaimed gravel. The pile of debris is located at the Town of Old Orchard Beach "brush and leaf" compost drop off facility on Dirigo Drive, Old Orchard Beach, Maine. Contractors should view and estimate amounts at the facility.

Vendors must submit their proposals and bids on the Bid Form (See Exhibit A) by fax or delivered to the Town Manager by the deadline: **11:00 am on Tuesday January 12, 2021**, clearly marked:

**"Public Works Department Cement, Rock and Asphalt Crushing Proposal"**

Town of Old Orchard Beach

1 Portland Avenue

Old Orchard Beach, ME 04064

Larry S. Mead, Town Manager

fax #207-934-0755

Direct any questions regarding the proposal or to inspect the debris to crush, to Joe Cooper, Public Works Director, at:

E-mail: [jcooper@oobmaine.com](mailto:jcooper@oobmaine.com)

Phone: (207) 934-2250

Proposals will be opened at Town Hall directly after the deadline and will be opened to the public. Bidders may be present at the opening of bids.

The Town of Old Orchard reserve the right to accept or reject any and all bids, or negotiate with particular vendors following the opening without right of recourse by bidders, if it is in the best interest of Old Orchard Beach.

All instructions, general conditions and detail specifications of this request for offers shall be incorporated by reference into any contract or agreement, simply upon notice of an award.

Exhibit A

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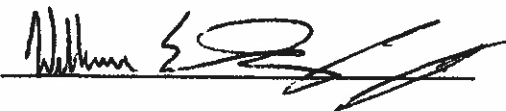
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ME 03908

**CITY/TOWN:** Berwick      **STATE/ZIP:** ME/03901

**TELEPHONE:** (207) 384-7070      **FAX:** (207) 384-7071

**AUTHORIZED SIGNATURE:**       **DATE:** Jan 11, 2021

**PRINTED NAME:** Noah McDaniel

**TITLE:** Office Administrator

To be a successful bidder:

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- Contractor must have the ability to provide a start date and completion date.
- Contractor must have the ability to provide an approximate number of hours to complete the job.
- **Contractor must schedule a site visit to evaluate the amount of debris to be crushed, in order to provide a fixed price.**

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**TOWN OF OLD ORCHARD BEACH**  
**PUBLIC WORKS DEPARTMENT**



**12/23/2020**

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Town of Old Orchard Beach

1 Portland Avenue

Old Orchard Beach, ME 04064

Larry S. Mead, Town Manager

fax #207-934-0755

Direct any questions regarding the proposal or to inspect the debris to crush, to Joe Cooper, Public Works Director, at:

E-mail: [jcooper@oobmaine.com](mailto:jcooper@oobmaine.com)

Phone: (207) 934-2250

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**BID FORM**

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**FIXED PRICE TO CRUSH ALL DEBRIS:** \$ \_\_\_\_\_

**NUMBER OF HOURS TO COMPLETE THE JOB:** \_\_\_\_\_

**START DATE:** \_\_\_\_\_ **END DATE:** \_\_\_\_\_

**EXCEPTIONS TO SPECIFICATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

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

**CITY / TOWN:** \_\_\_\_\_ **STATE/ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

## **Agenda Item #7361**

**Discussion with Action:** Convey foreclosed property identified as 18 St John Street, Parcel Numbers 00206-00024-00029 to owners of record Jennifer Violette, for the total amount with payoff as of 02/02/2021 of \$35,263.01 in outstanding taxes and accumulated interest, due on the effective date of conveyance, including FY 2010 thru FY 2021 taxes, plus any legal costs incurred by the Town of Old Orchard Beach.

**Background:** *(See attached tax statement)*

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Reid

**Vote:** 5-0

**Discussion:** Town Manager explained that the Town proactively attempts to work with home owners to minimize the occurrence of back taxes and keep residences out of foreclosure. Town Manager Mead reminded Council that the reason the property on 18 St John Street had a large payoff in taxes was due in part to Council voting in not to pursue single family residences for back taxes.

02/10/2021 14:18  
gledoux

TOWN OF OLD ORCHARD BEACH  
Real Estate Tax Statement

P 1  
txtaxstm

PARCEL: 00206-00024-00029

LOCATION: 18 ST JOHN ST

OWNER:  
VIOLETTE JENNIFER  
18 ST JOHN ST  
OLD ORCHARD BEACH ME 04064-2235

STATUS:  
SQUARE FEET 4,999  
LAND VALUATION 56,200  
BUILDING VALUATION 107,600  
EXEMPTIONS 0  
TAXABLE VALUATION 163,800  
INTEREST PER DIEM 4.83

LEGAL DESCRIPTION:  
Book DEATH Page

DEED DATE: 10/15/2009 BOOK/PAGE: 15741/0488 INTEREST DATE: 02/16/2021

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2021	RE-R	2006437				
1	RE TAX AMT		1,262.90	1,262.90	35.36	1,298.26
2	RE TAX AMT		1,262.90	1,262.90	.00	1,262.90
			2,525.80	2,525.80	35.36	2,561.16
2020	LIEN	250				
1	REAL ESTAT		2,538.90	2,538.90	120.83	2,659.73
	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		113.45	113.45	.00	113.45
			2,713.58	2,713.58	120.83	2,834.41
			2,713.58	2,713.58	120.83	2,834.41
2019	LIEN	183				
1	REAL ESTAT		2,490.84	2,490.84	310.10	2,800.94
	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		109.39	109.39	.00	109.39
	LIEN CERT		7.23	7.23	.00	7.23
			2,668.69	2,668.69	310.10	2,978.79
			2,668.69	2,668.69	310.10	2,978.79
2018	LIEN	212				
1	REAL ESTAT		2,290.63	2,290.63	415.14	2,705.77
	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		94.23	94.23	.00	94.23
	LIEN CERT		7.23	7.23	.00	7.23

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
			2,453.32	2,453.32	415.14	2,868.46
			2,453.32	2,453.32	415.14	2,868.46
2017	LIEN	215				
1	REAL ESTAT		2,162.85	2,162.85	554.99	2,717.84
	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		80.68	80.68	.00	80.68
	LIEN CERT		7.23	7.23	.00	7.23
			2,311.99	2,311.99	554.99	2,866.98
			2,311.99	2,311.99	554.99	2,866.98
2016	LIEN	224				
1	REAL ESTAT		2,178.33	2,178.33	701.84	2,880.17
	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		87.31	87.31	.00	87.31
	LIEN CERT		7.23	7.23	.00	7.23
	LIEN CERT		7.23	7.23	.00	7.23
			2,341.33	2,341.33	701.84	3,043.17
			2,341.33	2,341.33	701.84	3,043.17
2015	LIEN	234				
1	REAL ESTAT		2,135.28	2,135.28	836.21	2,971.49
	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		87.84	87.84	.00	87.84
	LIEN CERT		7.23	7.23	.00	7.23
	LIEN CERT		7.23	7.23	.00	7.23
			2,298.81	2,298.81	836.21	3,135.02
			2,298.81	2,298.81	836.21	3,135.02
2014	LIEN	235				
1	REAL ESTAT		1,996.86	1,996.86	923.69	2,920.55
	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		79.85	79.85	.00	79.85
	LIEN CERT		7.23	7.23	.00	7.23
	LIEN CERT		14.46	14.46	.00	14.46

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
			2,159.63	2,159.63	923.69	3,083.32
			2,159.63	2,159.63	923.69	3,083.32
2013	LIEN	246				
1	REAL ESTAT		2,029.44	2,029.44	1,079.27	3,108.71
	MAIL		6.83	6.83	.00	6.83
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		39.00	39.00	.00	39.00
	INT.AT LIE		81.34	81.34	.00	81.34
	DISC XTRA		6.00	6.00	.00	6.00
	LIEN CERT		6.86	6.86	.00	6.86
			2,172.47	2,172.47	1,079.27	3,251.74
			2,172.47	2,172.47	1,079.27	3,251.74
2012	LIEN	291				
1	REAL ESTAT		2,056.90	2,056.90	1,233.12	3,290.02
	30 DAY FEE		3.00	3.00	.00	3.00
	MAIL		6.26	6.26	.00	6.26
	LIEN COST		39.00	39.00	.00	39.00
	INT.AT LIE		91.12	91.12	.00	91.12
	LIEN CERT		13.72	13.72	.00	13.72
	DISC XTRA		6.00	6.00	.00	6.00
			2,216.00	2,216.00	1,233.12	3,449.12
			2,216.00	2,216.00	1,233.12	3,449.12
2011	LIEN	20117268				
1	REAL ESTAT		2,085.04	2,085.04	1,401.14	3,486.18
	30 DAY FEE		3.00	3.00	.00	3.00
	MAIL		6.26	6.26	.00	6.26
	LIEN COST		39.00	39.00	.00	39.00
	INT.AT LIE		88.77	88.77	.00	88.77
	CERTIFIED		6.26	6.26	.00	6.26
			2,228.33	2,228.33	1,401.14	3,629.47
			2,228.33	2,228.33	1,401.14	3,629.47
2010	LIEN	70				
1	REAL ESTAT		890.92	890.92	659.01	1,549.93
	MAIL		6.26	6.26	.00	6.26
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		39.00	39.00	.00	39.00
	INT.AT LIE		24.60	24.60	.00	24.60
	CERTIFIED		6.26	6.26	.00	6.26

02/10/2021 14:18  
gledoux

TOWN OF OLD ORCHARD BEACH  
Real Estate Tax Statement

P 4  
txtaxstm

YEAR TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST CHARGE					
		970.04	970.04	659.01	1,629.05
		970.04	970.04	659.01	1,629.05
GRAND TOTALS		27,059.99	27,059.99	8,270.70	35,330.69

## **Agenda Item #7362**

**Discussion with Action:** Authorize the Town to enter into a Mutual Aid and Assistance Agreement with Maine Water/Wastewater Agency Response Network [MEWARN] for the purpose of coordinating response activities and sharing resources during emergencies.

**Background:** *(Agreement Attached)*

The intent of this mutual aid agreement is to obtain assistance of qualified personnel from other municipalities should a COVID outbreak occur among Wastewater Department employees that results in a temporary absence of staff to operate and maintain the waste water facility.

**Motioned by:** Councilor Tousignant

**Seconded by:** Councilor Kelley

**Vote:** 5-0



1 **Mutual Aid and Assistance Agreement for**  
2 **Maine Water/Wastewater Agency Response Network (MEWARN)**

3  
4 **AGREEMENT**

5  
6 This Agreement is made and entered into by public and private Water and Wastewater Utilities  
7 that have, by executing this Agreement, manifested their intent to participate in an Intrastate  
8 Program for Mutual Aid and Assistance through the Maine Water/Wastewater Agency  
9 Response Network (MEWARN).  
10

11  
12 **ARTICLE I.**  
13 **PURPOSE**

14  
15 Recognizing that emergencies may require aid or assistance in the form of personnel,  
16 equipment, and supplies from outside the area of impact, the Members hereby establish a  
17 Maine Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance  
18 Program, Members may, at their discretion, coordinate response activities and share resources  
19 during emergencies. This Agreement sets forth the procedures and standards for the  
20 administration of the Maine Mutual Aid and Assistance Program.  
21

22  
23 **ARTICLE II.**  
24 **DEFINITIONS**

- 25  
26 A. Authorized Official – An employee or officer of a Member utility that is authorized to:  
27 1. Request assistance;  
28 2. Offer assistance;  
29 3. Refuse to offer assistance or  
30 4. Withdraw assistance under this agreement.  
31
- 32 B. Emergency – A natural or human caused event or circumstance causing, or imminently  
33 threatening to cause, loss of life, injury to person or property, human suffering or financial  
34 loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought,  
35 earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination,  
36 utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot,  
37 intentional acts, sabotage and war that is, or could reasonably be beyond the capability of  
38 the services, personnel, equipment, and facilities of a Member to fully manage and mitigate  
39 internally.  
40
- 41 C. Members – Any public or private Water or Wastewater Utility that manifests intent to  
42 participate in the Mutual Aid and Assistance Program by executing this Agreement.  
43
- 44 1. Associate Member – Any non utility participant, approved by the State Steering  
45 Committee (the Committee), that provides a support role for the MEWARN program, for  
46 example the Maine Emergency Management Agency, or associations who are members  
47 of the Committee. Associate Members are not eligible to sign the MEWARN agreement  
48 nor are they eligible to vote.  
49
- 50 2. Requesting Member – A Member who requests aid or assistance under the Maine  
51 Mutual Aid and Assistance Program.

- 1  
2 3. Responding Member – A Member that responds to a request for aid or assistance under  
3 the Maine Mutual Aid and Assistance Program.  
4  
5 D. Non-Responding Member - A Member or Associate Member that does not provide aid or  
6 assistance during a Period of Assistance under the Maine Mutual Aid and Assistance  
7 Program.  
8  
9 E. Period of Assistance – A specified period of time when a Responding Member assists a  
10 Requesting Member. The period commences when personnel, equipment, or supplies  
11 depart from Responding Member’s facility and ends when the resources return to their  
12 facility (portal to portal). All protections identified in the agreement apply during this period.  
13 The specified Period of Assistance may occur during response to or recovery from an  
14 emergency, as previously defined.  
15  
16 F. National Incident Management System (NIMS): A national, standardized approach to  
17 incident management and response that sets uniform processes and procedures for  
18 emergency response operations.  
19  
20 G. Incident Command System (ICS): The nationally-used, standardized on-scene emergency  
21 management concept specifically designed to allow users to adopt an integrated  
22 organizational structure equal to the complexity and demands of single or multiple incidents  
23 without being hindered by jurisdictional boundaries.  
24

25  
26 **ARTICLE III.**  
27 **ADMINISTRATION**  
28

29 The Mutual Aid and Assistance Program shall be administered through a Statewide Steering  
30 Committee (the Committee). In addition to representing the interests of the Members, the  
31 Committee may include representatives from government agencies, industry associations and  
32 related organizations. Under the leadership of the Chair, the Committee members shall plan  
33 and coordinate emergency planning and response activities for the Mutual Aid and Assistance  
34 Program.  
35

36  
37 **ARTICLE IV.**  
38 **PROCEDURES**  
39

40 In coordination with the Committee, emergency management and public health system of the  
41 state, the Committee shall develop operational and planning procedures for the Maine Mutual  
42 Aid and Assistance Program. These procedures shall be reviewed at least annually and  
43 updated as needed by the Committee.  
44

45  
46 **ARTICLE V.**  
47 **REQUESTS FOR ASSISTANCE**  
48

- 49 A. Member Responsibility: Members shall identify an Authorized Official and alternates;  
50 provide contact information including 24-hour access and maintain resource information that  
51 may be available from the utility for mutual aid and assistance response. Such contact

1 information shall be updated annually or when changes occur and provided to the  
2 Committee.

3  
4 In the event of an Emergency, a Member's Authorized Official may request mutual aid and  
5 assistance from a participating Member. Requests for assistance can be made orally or in  
6 writing. When made orally, the request for personnel, equipment, and supplies shall be  
7 prepared in writing as soon as practicable. Requests for assistance shall be directed to the  
8 Authorized Official of the participating Member. Specific protocols for requesting aid shall  
9 be provided in the required procedures (Article IV) as amended from time to time.

- 10  
11 B. Response to a Request for Assistance – Members of the agreement are not obligated to  
12 respond to a request. After a Member receives a request for assistance, the Authorized  
13 Official evaluates whether or not to respond, whether resources are available to respond, or  
14 if other circumstances would hinder response. Following the evaluation, the Authorized  
15 Official shall inform, as soon as possible, the Requesting Member whether it will respond. If  
16 the Member is willing and able to provide assistance, in its sole discretion, the Member shall  
17 inform the Requesting Member about the type of available resources and the approximate  
18 arrival time of such assistance.  
19  
20 C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does  
21 not create any duty to respond to a request for assistance. When a Member receives a  
22 request for assistance, the Authorized Official shall have sole and absolute discretion as to  
23 whether or not to respond, and the availability of resources to be used in such response. An  
24 Authorized Member's decisions on the availability of resources shall be final.

25  
26  
27 **ARTICLE VI.**  
28 **RESPONDING MEMBER PERSONNEL**  
29

- 30 A. National Incident Management System - When providing assistance under this Agreement,  
31 the Requesting Member and Responding Member shall use the organizational principals set  
32 forth in the National Incident Management System  
33  
34 B. Control - The Requesting Member's Authorized Official shall coordinate response activities  
35 with the designated supervisor(s) of the Responding Member(s), consistent with the NIMS  
36 Incident Command System (ICS), to address the needs identified by the Requesting  
37 Member. The personnel of the Responding Member shall be under the supervision of the  
38 Responding Member. The Responding Member's designated supervisor(s) must keep  
39 accurate records of work performed by personnel during the specified Period of Assistance.  
40  
41 C. Food and Shelter – Whenever practical, Responding Member personnel must be self  
42 sufficient for up to 72 hours. When possible, the Requesting Member shall supply  
43 reasonable food and shelter for Responding Member personnel. If the Requesting Member  
44 is unable to provide food and shelter for Responding personnel, the Responding Member's  
45 designated supervisor is authorized to secure the resources necessary to meet the needs of  
46 its personnel. Except as provided below, the cost for such resources must not exceed the  
47 State per diem rates for that area. To the extent Food and Shelter costs exceed the State  
48 per diem rates for the area; the Responding Member must demonstrate that the additional  
49 costs were reasonable and necessary under the circumstances. Unless otherwise agreed  
50 to in writing, the Requesting Member remains responsible for reimbursing the Responding  
51 Member for all reasonable and necessary costs associated with providing food and shelter,

1 if such resources are not provided. Current State of Maine per diem rates are available at:  
2 [http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2009&contentType=GSA\\_BA](http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2009&contentType=GSA_BA)  
3 [SIC&contentId=17943&queryState=Maine&noc=T.](http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2009&contentType=GSA_BA)  
4

- 5 D. Communication – The Requesting Member shall provide Responding Member personnel  
6 with appropriate communications devices and procedures, as available.;
- 7
- 8 E. Status - Unless otherwise provided by law, the Responding Member’s officers and  
9 employees and the Requesting Member’s officers and employees retain the same  
10 privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.  
11
- 12 F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that  
13 hold licenses, certificates, or permits evidencing professional, mechanical, or other skills  
14 shall be allowed to carry out activities and tasks relevant and related to their respective  
15 credentials during the specified Period of Assistance.  
16
- 17 G. Right to Withdraw - The Responding Member’s Authorized Official retains the right to  
18 withdraw some or all of its resources at any time for any reason in the Responding  
19 Member’s sole and absolute discretion. Notice of intention to withdraw must be  
20 communicated to the Requesting Member’s Authorized Official as soon as practicable under  
21 the circumstances.  
22  
23  
24

25 **ARTICLE VII.**  
26 **COST- REIMBURSEMENT**  
27

28 The Requesting Member shall reimburse the Responding Member for each of the following  
29 categories of costs incurred during the specified Period of Assistance as agreed in whole or in  
30 part by both parties; provided, that any Responding Member may assume in whole or in part  
31 such loss, damage, expense, or other cost, or may loan such equipment or donate such  
32 services to the Requesting Member without charge or cost.  
33  
34

- 35 A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for  
36 personnel costs incurred for work performed during the specified Period of Assistance.  
37 Responding Member personnel costs shall be calculated according to the terms provided in  
38 their employment contracts or other conditions of employment. The Responding Member’s  
39 designated supervisor(s) must keep accurate records of work performed by personnel  
40 during the specified Period of Assistance. The Responding Member may seek  
41 reimbursement from the Requesting Member for all personnel costs, including salaries or  
42 hourly wages, costs for fringe benefits, and indirect costs.  
43

1 B. Equipment – The Requesting Member shall reimburse the Responding Member for the use  
2 of equipment during the specified Period of Assistance, including, but not limited to,  
3 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and  
4 loading/unloading of loaned equipment. All equipment shall be returned to the Responding  
5 Member in good working order as soon as is practicable and reasonable under the  
6 circumstances. In the event loaned equipment is damaged while being dispatched to a  
7 Requesting Member, or while used during a Period of Assistance, and such damage is not  
8 due to negligence or intentional acts of the Responding Member, Requesting Member shall  
9 reimburse the Responding Member for the reasonable cost of repairing such equipment. If  
10 the damaged equipment cannot be repaired, then Requesting Member shall reimburse the  
11 Responding Member for the reasonable cost of replacing such damaged equipment with  
12 equipment that is of equivalent age, condition and of at least equal capability. If Responding  
13 Member must lease a piece of equipment while its equipment is being repaired, Requesting  
14 Member shall reimburse Responding Member for such rental costs.  
15

16 As a minimum, rates for equipment use must be based on the Federal Emergency  
17 Management Agency’s (FEMA) Schedule of Equipment Rates. If a Responding Member  
18 uses rates differ from those in the FEMA Schedule of Equipment Rates, the Responding  
19 Member must provide such rates orally or in writing to the Requesting Member prior to  
20 supplying the equipment. Mutual agreement on which rates are used must be reached in  
21 writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on  
22 the FEMA Schedule of Equipment Rates must be developed based on actual recovery of  
23 costs.  
24

25 C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member  
26 in kind or at actual replacement cost, plus handling charges, for use of expendable or non-  
27 returnable supplies. The Responding Member shall not charge direct fees or rental charges  
28 to the Requesting Member for other supplies and reusable items that are returned to the  
29 Responding Member in a clean, damage-free condition. Reusable supplies that are  
30 returned to the Responding Member with damage shall be treated as expendable/non-  
31 returnable supplies for purposes of cost reimbursement.  
32

33 D. Payment Period – The Responding Member must provide an itemized bill to the Requesting  
34 Member for all expenses incurred by the Responding Member while providing assistance  
35 under this Agreement. The Responding Member must send the itemized bill not later than  
36 (90) ninety days following the end of the Period of Assistance. The Responding Member  
37 may request additional periods of time within which to submit the itemized bill, and  
38 Requesting Member shall not unreasonably withhold consent to such request. The  
39 Requesting Member must pay the bill in full on or before the forty-fifth (45<sup>th</sup>) day following  
40 the billing date. The Requesting Member may request additional periods of time within  
41 which to pay the itemized bill, and Responding Member shall not unreasonably withhold  
42 consent to such request, provided, however, that all payment shall occur not later than one-  
43 year after the date a final itemized bill is submitted to the Requesting Member.  
44

45 E. Records - Each Responding Member and their duly authorized representatives shall have  
46 access to a Requesting Member’s ICS forms, books, documents, notes, reports, papers and  
47 records which are directly pertinent to this Agreement for the purposes of reviewing the  
48 accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each  
49 Requesting Member and their duly authorized representatives shall have access to a  
50 Responding Member’s books, documents, notes, reports, papers and records which are  
51 directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill

1 or making a financial, maintenance or regulatory audit. Such records shall be maintained for  
2 at least three (3) years or longer where required by law.  
3  
4

5 **ARTICLE VIII.**  
6 **DISPUTES**  
7

8 If any controversy or claim arises out of, or relates to, the execution of the Agreement, including,  
9 but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to  
10 resolve the dispute by negotiation, followed by mediation and finally shall be settled by  
11 arbitration in accordance with the Rules of the American Arbitration Association. This  
12 Agreement is made under and shall be construed and enforced in accordance with the laws of  
13 the State of Maine. Any court of competent jurisdiction may enter the judgment rendered by the  
14 arbitrators as final judgment that is binding on the parties.  
15

16  
17 **ARTICLE IX.**  
18 **INDEMNIFICATION**  
19

20 Each Member shall determine for itself what kinds of insurance, and in what amounts, it should  
21 carry. With respect to Worker's Compensation coverage, each Member shall carry Worker's  
22 Compensation insurance as required by law. Except as otherwise provided by law, nothing  
23 herein shall act or be construed as a waiver of any sovereign immunity, insurance or other  
24 exemption or limitation on liability or damages, that a Member may enjoy pursuant to the Maine  
25 Tort Claims Act, 14 M.R.S.A. § 8101 et seq., or to the terms of any State or Federal law. The  
26 Requesting Member agrees to indemnify and hold harmless the Responding Member and its  
27 respective directors, employees and agents from and against any and all liabilities, damages,  
28 injuries, costs, expenses and claims of any kind, including any claim by a third party and the  
29 costs of defense and attorneys' fees, which may arise in the performance of this Agreement,  
30 except for claims arising from the willful misconduct or gross negligence of the Responding  
31 Party.  
32

33 Notwithstanding anything herein to the contrary, each party shall be solely responsible for any  
34 Worker's Compensation claim which may arise from its own employees in the performance of  
35 this Agreement.  
36

37 The obligations created by this Article IX during the term of this Agreement shall survive  
38 termination of this Agreement.  
39

40  
41 **ARTICLE X.**  
42 **SIGNATORY INDEMNIFICATION**  
43 **(DELETED)**  
44

45  
46 **ARTICLE XI.**  
47 **WORKER'S COMPENSATION CLAIMS**  
48

49 The Responding Member is responsible for providing worker's compensation benefits and  
50 administering worker's compensation for its employees. The Requesting Member is responsible

1 for providing worker's compensation benefits and administering worker's compensation for its  
2 employees.

3  
4  
5 **ARTICLE XII.**  
6 **NOTICE**  
7

8 A Member who becomes aware of a claim or suit that in anyway, directly or indirectly,  
9 contingently or otherwise, affects or might affect other Members of this Agreement shall provide  
10 prompt and timely notice to the Members who may be affected by the suit or claim. Each  
11 Member reserves the right to participate in the defense of such claims or suits as necessary to  
12 protect its own interests.  
13

14  
15 **ARTICLE XIII.**  
16 **INSURANCE**  
17

18 Members of this Agreement and Associate Members shall maintain an insurance policy or  
19 maintain a self insurance program that covers activities that it may undertake by virtue of  
20 membership in the Mutual Aid and Assistance Program.  
21

22  
23 **ARTICLE XIV.**  
24 **CONFIDENTIAL INFORMATION**  
25

26 Confidential Information shall be defined and managed by current applicable Federal and State  
27 laws and regulations. The obligations created by this Article XIV during the term of this  
28 Agreement shall survive termination of this Agreement.  
29

30  
31 **ARTICLE XV.**  
32 **EFFECTIVE DATE**  
33

34 This Agreement shall be effective after two or more Water or Wastewater Utilities' authorized  
35 representatives execute the Agreement and the Committee Chair receives the Agreement. The  
36 Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance  
37 Program.  
38

39  
40 **ARTICLE XVI.**  
41 **WITHDRAWAL**  
42

43 A Member may withdraw from this Agreement by providing written notice of its intent to  
44 withdraw to the Committee Chair. Withdrawal takes effect 60 days after the Committee Chair  
45 receives appropriate notice. Withdrawal from this Agreement shall in no way affect a  
46 Requesting Member's duty to reimburse a Responding Member for cost incurred during a  
47 Period of Assistance, which duty shall survive such withdrawal, or the responsibilities of any  
48 remaining Members under the Agreement.  
49

1 **ARTICLE XVII.**  
2 **MODIFICATION**  
3

4 No provision of this Agreement may be modified, altered or rescinded by individual Members to  
5 the Agreement. Modifications to this Agreement may be required due to programmatic  
6 operational changes to support the agreement, legislative action, creation of an interstate aid  
7 and assistance agreement, or other developments. Any modifications require a simple majority  
8 vote of Committee Members. The Committee Chair must provide written notice to all Members  
9 of approved modifications to this Agreement. Approved modifications take effect 60 days after  
10 the date upon which notice is sent to the Members.  
11

12  
13  
14 **ARTICLE XVIII.**  
15 **SEVERABILITY**  
16

17 The parties agree that if any term or provision of this Agreement is declared by a court of  
18 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms  
19 and provisions shall not be affected, and the rights and obligations of the parties shall be  
20 construed and enforced as if the Agreement did not contain the particular term or provision held  
21 to be invalid.  
22

23  
24 **ARTICLE XIX.**  
25 **PRIOR AGREEMENTS**  
26

27 This Agreement supersedes all prior Agreements between Members to the extent that such  
28 prior Agreements are inconsistent with this Agreement.  
29

30  
31 **ARTICLE XX.**  
32 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**  
33

34 This Agreement is for the sole benefit of the Members and no person or entity has any rights  
35 under this Agreement as a third party beneficiary. Assignments of benefits and delegations of  
36 duties created by this Agreement are prohibited and are without effect.  
37

38  
39 **ARTICLE XXI.**  
40 **MAINE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**  
41

42 Members may voluntarily agree to participate in an Interstate Mutual Aid and Assistance  
43 Program for water and wastewater utilities through this Agreement when such a Program is  
44 established.  
45



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18

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and/or Wastewater Utility listed here manifests its intent to be a Member of the Maine Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

Water/Wastewater Utility: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

## **Agenda Item #7363**

**Discussion with Action:** Set the date of March 2, 2021 for a Public Hearing to Consider an Amendment to the Town of Old Orchard Beach Code of Ordinances, Ch. 74, Art. IV, Div. 3, Sec. 74-153 and Div. 4, Sec. 74-207 (b); Ch. 74, Art. VI, Sec. 74-313. This amendment proposes changes to subdivision addressing and street sign standards.

### **Background:**

**TO:** Old Orchard Beach Town Council  
Larry Mead, Town Manager  
Jennifer Hayes, Executive Assistant

**FROM:** Planning Staff

**SUBJECT:** Proposed Ordinance Amendments: Subdivision Addressing

**DATE:** 27 January 2021

This item proposes two amendments to the subdivision ordinance: the first is associated with E-911 addressing, the second is associated street signs.

The first amendment will require subdivision applicants to work with the E-911 addressing officer to develop road names and lot numbers that work with the E-911 addressing system. The purpose of this change is to assist the addressing officer assign addresses in a more efficient manner. If this amendment is adopted, subdivision applicants will be required to demonstrate they worked with the assessing department to develop road names and lot numbers when they submit their preliminary subdivision plan.

The second amendment requires: 1. the developer to install street signs when construction of the development begins and 2. the public works director, not the planning board, to approve street sign type, size and location. The purpose of these amendments is to ensure street signs are up early to assist public safety response times and to allow the public works department determine the design and location of street signs.

### **Planning Board Action:**

At the December 2020 meeting, the Planning Board unanimously recommended the Council approve the adoption of the subdivision ordinance addressing amendments

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Kelley

**Vote:** 5-0

**CHAPTER 74 AMENDMENTS – ADDRESSING  
Council Review – February 2021**

**Amendments to Chapter 74, Article IV (new language underlined, deleted language ~~struck~~):**

DIVISION 3. - MINOR SUBDIVISIONS

Sec. 74-153. - Submissions.

(15) Addressing. After consultation and approval by the Town Assessor, the subdivider shall show proposed road name(s) and lot numbers on the preliminary plan. The road name(s) and lot numbering system shall be used for the purpose of E-911 addressing.

~~(15)~~ 16) Digital submission requirements. All plan sheets must be submitted in digital format:

DIVISION 4. - MAJOR SUBDIVISIONS

Subdivision II. - Preliminary Plan

Sec. 74-207. – Submissions

(b) *Preliminary plan*

(26) Addressing. After consultation and approval by the Town Assessor, the subdivider shall show proposed road name(s) and lot numbers on the preliminary plan. The road name(s) and lot numbering system shall be used for the purpose of E-911 addressing.

**Amendments to Chapter 74, Article VI (new language underlined, deleted language ~~struck~~):**

Sec. 74-313. - Additional improvements and requirements.

(c) *Street names, street signs, streetlights.* Streets which join and are in alignment with streets of abutting or neighboring properties shall bear the same name. Names of new streets shall not duplicate nor bear phonetic resemblance to the names of existing streets within the town and shall be subject to the approval of the planning board. Street name signs shall be furnished and installed by the developer at the onset of the construction phase. The type, size, and location shall be subject to the approval by the ~~planning board~~ public works director. Street lighting shall be installed as required by the planning board.

## **Agenda Item #7364**

**Discussion with Action:** Set the date of March 2, 2021 for a Public Hearing to Consider an Amendment to the Town of Old Orchard Beach Code of Ordinances, Ch. 50, Art. III, Div. 2, Sec. 50-111 and Sec. 50-113; Ch. 50, Art. III, Div. 3, Sec. 50-171 and Sec. 50-172; Ch. 78, Art. VIII, Div. 4, Sec. 78-1467, Sec. 78-1468, Sec. 78-1492, Sec. 78-1495. These amendments propose changes to ordinance standards related to driveways.

### **Background:**

**TO:** Old Orchard Beach Town Council  
Larry Mead, Town Manager  
Jennifer Hayes, Executive Assistant

**FROM:** Planning Staff

**SUBJECT:** Proposed Ordinance Amendments: Driveways

**DATE:** 27 January 2021

This item proposes to amend OOB ordinances Chapter 50 and Chapter 78. Highlights of the ordinance amendments- amend the driveway definition in Chapter 50, add code enforcement jurisdiction to driveway permit review and approval, and change driveway dimensions. The reason for these changes? 1. The current driveway definition in Ch. 50 does not include the area within the Town right-of-way, it only includes the area on private property. 2. Since driveways are often associated with projects requiring building permits (e.g., new home), it makes sense to include the department (codes) which is directly involved in the permit review process. 3. Regarding driveway dimensions, we found applicants have difficulties meeting the width requirements. Also, driveway lengths that are too short cause vehicles to interfere with roads and sidewalks.

1. Regarding the driveway definition amendment in ordinance Ch. 50, the changes seek to make it clear that a driveway includes the land on public and private property. Currently, a driveway is the area “wholly contained within the boundaries of that property.” Basically, this means a driveway is defined as a driveway only when it is located on private property. This definition causes interpretation and consistency problems- especially driveway width and location measurements.

2. Currently, driveway permit review and approval fall under the sole jurisdiction of the public works director. The proposed amendments in ordinance Ch. 50 will include the code officer in the review and approval process.

3. Regarding the driveway dimensional amendments in ordinance Ch. 78, the changes include:

- 1 and 2 family width increase to 24' (currently 20')
- For multifamily and nonresidential uses, two-way driveway width increases for multifamily to 26' (currently 22' and 24') and increases for nonresidential to 24' (currently 22')
- Driveways must have enough length to prevent vehicles parked in the driveway from blocking or interfering with vehicle and pedestrian passage on public or private roads and sidewalks. Because the depth of the right-of-way can vary, there is no set length- the length will be determined by the code officer and PW director. Currently, there is no length requirement
- More specific location to assist identifying where width is measured

**Planning Board Action:**

At the December 2020 meeting, the Planning Board unanimously recommended the Council approve the adoption of the proposed amendments

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Reid

**Vote:** 5-0

**CHAPTER 50 and 78 AMENDMENTS – DRIVEWAYS**  
**Council Review – February 2021**

**Amendments to Chapter 50, Article III (new language underlined, deleted language ~~struck~~):**

DIVISION 2. - NAMING AND NUMBERING

Sec. 50-111. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Driveway* means any vehicular accessway serving a parcel of land. ~~road to private property that is wholly contained within the boundaries of that property.~~

Sec. 50-113. - Enforcement and penalty.

This division shall be enforced by the ~~public safety director~~ police chief or their designee, who shall give written notice to any owner or person in charge of a dwelling, place of business or building, advising that person of a date by which the person or owner must comply with this division. If the person to whom the notice is addressed does not correct the violation by the compliance date, such person shall commit a civil violation.

(Ord. of 4-1-1997, § 9)

DIVISION 3. – EXCAVATIONS

Subdivision II. - Permit

Sec. 50-171. - Required.

(a) It shall be unlawful for any person to dig up, excavate, tunnel, undermine, or in any manner break up any street or to make or cause to be made any excavation in or under the surface of the street for any purpose or to place, deposit, or leave upon any street any earth or other material obstructing or tending to interfere with the free use of the street, unless such person shall have first obtained an excavation permit from the public works department.

(b) It shall be unlawful for any person to remove, alter or construct any driveway without first obtaining a driveway permit from the code enforcement officer and public works department.

(Ord. of 9-18-1984, § I(a))

Sec. 50-172. - Application.

(a) No excavation permit shall be issued unless a written application for the issuance of the permit is submitted to the director of public works for review and approval.

(b) No driveway permit shall be issued unless a written application for the issuance of the permit is submitted to the code enforcement officer and public works director for review and approval.

(c)The application shall state the following:

- (1)The name, telephone number and address of the applicant;
- (2)The name, telephone number and address of the property owner
- (3)The nature, location and purpose of the excavation;
- (4)The date of commencement of the excavation; and
- (5)The date of completion of the excavation.

(d)The application shall be accompanied by a plan showing the extent of the proposed excavation work, including its location and the dimensions and elevations of the proposed excavated surfaces and such other information as may be reasonably required by the director of public works and code enforcement officer.

(e)The application shall be accompanied by proof of notice to the utilities as provided in 23 M.R.S.A. § 3360-A(3).

(Ord. of 9-18-1984, § II; Ord. of 12-18-1984; Ord. of 6-22-2011(1))

**Amendments to Chapter 78, Article VIII (new language underlined, deleted language ~~struck~~):**

**DIVISION 4. - PARKING, OFF-STREET LOADING AND DRIVE-THROUGH FACILITIES**

**Subdivision II. - Access Standards for Single- and Two-Family Residences**

**Sec. 78-1467. - Driveway dimensions.**

(a) For single- and two-family residences, widths of driveways ~~at the street as measured 20 feet from the street curbline shall not be less than 12 feet in width, with a minimum right of way clearance of 15 feet to accommodate emergency vehicle access.~~ shall be measured at the point where the driveway width meets the improved surface of the public or private road. Maximum driveway width at the curbline shall not exceed 20 24 feet. Minimum driveway width shall not be less than 12 feet, with a minimum clearance of 15 feet to accommodate emergency vehicle access.

(b) All driveways shall provide enough length, as determined by the code enforcement officer and public works director, to prevent vehicles parked in the driveway from blocking or interfering in any way with vehicle, bicycle and pedestrian passage on public or private roads and sidewalks and with snow removal.

(Ord. of 9-18-2001, § 5.3.1.2)

**Sec. 78-1468. - Driveway design specifications.**

(d) Driveway permit. No driveway shall be constructed without first securing a driveway permit from the code enforcement officer and public works director and posting a cash or security bond in the amount of \$1,000.00 with the public works director. No certificate of occupancy shall be issued until the code enforcement officer and public works director approves the completed driveway construction.

**Subdivision III. - Access Standards for Multifamily and Nonresidential Uses**

**Sec. 78-1492. - Driveway dimensions.**

(a) All driveways for multifamily and nonresidential uses shall be designed to accommodate the volume and physical turning characteristics of vehicles anticipated to use the off-street parking and/or loading facilities. Widths of driveways at the street should be minimized wherever possible. Minimum and maximum widths for driveways as shall be measured 20 feet from at the point where the driveway meets the improved surface of the public or private roads, the street curbline Minimum and maximum driveway widths are established as follows:

Use	One-Way Drives (feet)		Two-Way Drives (feet)		Curblineline Radius (feet)	
	Min.	Max.	Min.	Max.	Min.	Max.
Multifamily (3—10 units)	10	12	20	<del>22</del> <u>26</u>	5	10
Commercial parking lots	10	12	20	<del>22</del> <u>24</u>	5	10
Multifamily (10 + units)	12	14	22	<del>24</del> <u>26</u>	5	10
Commercial uses	12	20	24	26	5	15
Industrial uses	15	25	26	30	10	20

(b) All driveways shall provide enough length, as determined by the code enforcement officer and public works director, to prevent vehicles parked in the driveway from blocking or interfering in any way with vehicle, bicycle and pedestrian passage on public or private roads and sidewalks.

(Ord. of 9-18-2001, § 5.3.2.2)

Sec. 78-1495. - Driveway permit.

No driveway shall be constructed without first securing a driveway permit from the code enforcement officer and public works director and posting a cash or security bond in the amount of \$1,000.00 with the public works director. No certificate of occupancy shall be issued until the code enforcement officer and public works director approves the completed driveway construction.



## **Agenda Item #7365**

**Discussion with Action:** Authorize the Town Manager to enter into a Municipal Partnership Initiative (MPI) Agreement with Maine Department of Transportation (MDOT) and Portland Area Comprehensive Transportation System (PACTS) for road and sidewalk improvements to West Grand Avenue between Union Avenue and Pavia Avenue, total project cost estimated at \$200,000, with the Town contributing \$100,000 from funds to be appropriated in FY 22.

**Background:** *(Agreement attached)*

West Grand Avenue is a designated State Highway, Rt. 9. The section between Union and Pavia is in poor condition. The Municipal Partnership Initiative (MPI) is a program sponsored by PACTS where MDOT contributes 50% of the estimated cost of road improvements on a state highway and the municipality is responsible for the balance of costs, including any costs that exceed the project estimate. MPI projects are administered by the municipality. The municipality must utilize a professional engineer to oversee all project activities. The Public Works Department anticipates completing the project in FY22.

**Motioned by:** Councilor Kelley

**Seconded by:** Councilor Tousignant

**Vote:** 5-0



<i>MaineDOT use only</i>	
TEDOCS #:	_____
CTM #:	_____
CSN #:	_____
PROGRAM:	<u>Bureau of Planning</u>

**State of Maine**  
**DEPARTMENT OF TRANSPORTATION**  
Portland Area Comprehensive Transportation System  
Municipal Partnership Initiative Agreement  
 Proposed Improvements to West Grand Avenue

(Payable to Municipality)

<i>MaineDOT Use Only</i>	
Project Location: <u>Old Orchard Beach</u>	Estimated Project Amount: <u>\$200,000.00</u>
State WIN: <u>025013.00</u>	MPO Share: <u>\$100,000.00</u>
PACTS ID#: <u>PACTS</u>	Municipal Share: <u>\$100,000.00</u>
Municipality Id#: <u>VC1000069554</u>	Agreement Begin Date: _____
	Agreement End Date: _____

This Cooperative Agreement (the “Agreement”) is entered into by and between the Maine Department of Transportation (MaineDOT), an agency of state government, the **Town of Old Orchard Beach (the “Municipality”)**, a municipality in the State of Maine, and the **Portland Area Comprehensive Transportation System (PACTS)**, the designated Metropolitan Planning Organization for the Portland Urbanized Area, and **Greater Portland Council of Governments (GPCOG)**, a fiduciary agent for PACTS. (MaineDOT, the Municipality, PACTS, and GPCOG) are collectively referred to as the “Parties”).

**RECITALS**

- A.** MaineDOT, through its partnership with Maine’s Metropolitan Planning Organizations (MPOs), is charged with managing and dispersing state and federal funds to support capital improvement projects programmed by the MPOs. PACTS is MaineDOT’s MPO partner for the Portland Urbanized Area.
- B.** PACTS has created and administers a Municipal Partnership Initiative program (the “PACTS MPI Program”), the purpose of which is to participate in the funding of approved collector and/or arterial roadway projects (the “MPI Project(s)”) with the intention of restoring substandard State and State Aid highways to MaineDOT and PACTS minimum standards.

- C. MPI Projects are administered by the municipality in which the project is being constructed. PACTS' participation in an MPI Project is accomplished through its acceptance of the Project into the PACTS MPI Program, and the contribution of state funds allocated to PACTS and disbursed by MaineDOT to the administering municipality on PACTS' behalf (the "PACTS Share"). MPI Project costs not paid by the PACTS Share are paid by the administering municipality.
- D. The work that is the subject of this Agreement consists of sidewalk, curb, and roadway safety improvements on West Grand Avenue, beginning at Pavia Road and extending north 0.16 of a mile to Ocean Avenue (the "Project"), and is generally outlined in **Appendix A**, made a part herewith.
- E. PACTS has selected the Project for inclusion in the 2021-2022-2023 MaineDOT Work Plan, using state capital improvement funding allocated by MaineDOT.
- F. The Municipality has approved the Project and supports the decision by MaineDOT and PACTS to program the Project, and is prepared to administer and fund the Project in accordance with the terms of this Agreement.
- G. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- H. This Agreement is intended to cover the roles and responsibilities of the Parties through full Project development and construction, and to establish the financial obligations of each Party.

**AGREEMENT**

**NOW, THEREFORE**, in accordance with the foregoing, the Parties agree as follows:

**1. Appendices:**

The following appendices are hereby incorporated into this Agreement:

- Appendix A - PACTS Letter to MaineDOT Outlining Scope and Cost of MPI Project
- Check if no appendices attached

**2. Project Cost Sharing and Payment Schedule:**

**a. Financial Obligations:**

**i. Total Project Costs.**

- 1. PACTS and the Municipality agree to share in all costs associated with all phases of the Project through construction (the "Total Project Costs") in accordance with the allocations outlined below (the "Party Shares") unless otherwise negotiated by mutual agreement of the Parties.

- a. **PACTS Share** (provided through PACTS’ state allocation and disbursed by MaineDOT) - 50% of eligible Project costs, up to a maximum of \$100,000.00.
  - b. **Municipal Share** (provided through the Municipality’s obligation of funds) - 50% of eligible Project costs, plus 100% of any and all remaining Project Costs once the PACTS Share has been exhausted (the “Overage”).
2. The estimated Total Project Costs are \$200,000.00 (the “Estimated Total Project Costs”) and are allocated in the table below. If the Estimated Total Project Costs are adjusted to reflect updated costs, the Municipality will consult with PACTS before such adjustments are approved and implemented.

Total Project Costs	PACTS Share (State MPO Funds) 50% (Max. \$100,000.00)	Municipality’s Share 50% + Overage	Estimated Total Cost
<b>Estimated Total Project Costs:</b>			
<b><u>\$ 200,000.00</u></b>			
<b>Estimated Allocated Shares</b>	\$100,000.00	\$100,000.00 +\$0.00	\$200,000.00
<b>Total Party Share of Estimated Total Project Costs</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>\$200,000.00</b>

- b. **Payment Schedule:** The Municipality shall be the sole administrator of the Project contract(s) and shall pay up front all Project costs, subject to cost sharing by the Municipality and PACTS as specified above.
  - i. The Municipality may begin invoicing PACTS for the PACTS Share of eligible Project costs upon 1/3 Project completion. Invoices shall be submitted no more than monthly with a maximum number of invoice submittals not to exceed five (5) invoices for the total Project.
  - ii. The Municipality shall submit to PACTS for reimbursement detailed invoice(s) documenting actual amounts incurred for Project related costs, together with evidence of such invoices having been paid by the Municipality, and identifying PACTS’ share of each invoice submitted.
  - iii. Each invoice shall include the Municipality’s certification that all amounts claimed are correct, and not previously claimed.
  - iv. PACTS shall review each such invoice and, upon approval, shall forward each invoice to MaineDOT for payment to the Municipality out of PACTS’

allocated state MPO funds. MaineDOT shall reimburse the Municipality accordingly within thirty (30) days of its receipt of such approved invoice(s) in an aggregate amount not to exceed the total PACTS Share.

**3. Project Milestones:** The Municipality agrees to share information about the Project with PACTS and MaineDOT at the following milestones, as appropriate:

- Project kickoff/initial team meeting/formal public contact;
- Horizontal/Vertical Alignment Complete (HVAC);
- Preliminary public meeting;
- Preliminary Design Report (PDR) complete;
- Formal public meeting(s);
- Plan Impacts Complete (PIC);
- Peer reviews;
- Plans, Specifications and Estimate (PS&E) complete;
- Changes in the Project schedule or engineer's estimate of costs.

**4. Project Design, Construction Plans and Specifications:**

- a. The Municipality shall prepare, or cause to be prepared, all plans, specifications, engineer's estimates and contract documents for the Project within the scope of work identified above, using a standard project development process to ensure adherence to federal and state regulations (the "Preliminary Project Development Materials").
- b. The Municipality shall retain a Professional Engineer licensed in the State of Maine to oversee all Project activities (the "Project Engineer").
- c. The Project must be designed by a Professional Engineer licensed in the State of Maine (the "Design Engineer") and in compliance with MaineDOT's design standards (the "Design Standards").
  - i. The Design Engineer shall provide certification to the Parties that, in his/her professional opinion, the Project will provide a smooth ride and not reduce the safety, mobility or structural quality of the affected State and/or State Aid Highway.
  - ii. All design documents must be stamped and signed by the Design Engineer in accordance with the provisions of this Section.
- d. MaineDOT reserves the right to review and comment on all plans and specifications with the focus on ensuring that the Project will achieve the anticipated benefits and will not degrade safety.
- e. The Municipality, through its Project Engineer, shall obtain written approval from MaineDOT for any exceptions to the "Design Standards". Submitted documentation shall compare the proposed design to the existing conditions for each proposed exception. Any and all exceptions shall be listed on the cover sheet accompanying the Project plans and submitted to MaineDOT, accompanied by a request for acceptance

- of the Project's design exceptions. All such requests must include the signature and professional stamp of the Professional Engineer responsible for the design of the Project.
- f. In developing the Project, the Municipality shall ensure that the following elements are satisfied:
- i. The Project improvements must have a minimum useful life of ten (10) years;
  - ii. The safety of the corridor and the life of the resulting structural and design elements shall be equal to or better than the existing conditions and design;
  - iii. The structures, roadways and design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
  - iv. The Project shall not introduce any unanticipated safety hazards to the traveling public;
  - v. The Project shall retain the same level or an improved level of mobility of travel within the corridor;
  - vi. The Project shall not in any manner decrease the life expectancy of the affected component(s) of Maine's transportation system;
  - vii. The Project shall meet the most recent Americans with Disabilities Act of 1990 (ADA) design requirements;
  - viii. Traffic control and the safety of pedestrians, bicyclists and the traveling public shall be provided for at all times.
- g. The Municipality shall coordinate with affected utilities to identify existing utility locations and/or any utility relocation impacts that may be created by the development of the Project.
- h. It is expected that the Project can be constructed within the existing right-of-way limits. If that is not the case, the Municipality must provide MaineDOT with a detailed explanation of the property rights required for the Project and shall acquire any such property rights in accordance with all applicable state and federal laws. The PACTS Share may only be applied to costs associated with the acquisition of property rights required for the implementation of the Project.
- i. The Municipality shall perform all necessary federal, state and local permitting activities required in connection with the Project.
- j. Project construction must commence within twelve (12) months and must be certified as complete within twenty-four (24) months of the date of execution of this Agreement. If this timeline is not met, and the Municipality cannot show that it has made a good faith effort to meet this timeline, PACTS retains the right to withdraw any unpaid

portion of the PACTS Share and reallocate its remaining funding to other eligible projects in its service area.

- k. Upon completion of Project construction, the Municipality shall provide certification to MaineDOT from the Project Engineer stating that the Project is complete and has been constructed in accordance with the plans and specifications.

**5. Public Involvement:**

The Municipality shall be responsible for implementing and leading any and all required public involvement processes and activities, including those required by Maine's Sensible Transportation Policy Act, and any necessary media coordination associated with the any phases of the Project covered by this Agreement.

**6. Changes to Project Scope:**

The Municipality will consult with MaineDOT and PACTS before implementing any adjustments to the Project scope.

**7. Termination:**

- a. In the event the Municipality decides to terminate the Project for any reason prior to the award of a contract to construct the Project and that termination under this clause is not directed by MaineDOT and PACTS, the Municipality shall be responsible for covering all Project costs incurred up to the time of termination.
- b. This Agreement may be terminated at any time by mutual written agreement of all Parties.
- c. In no event, shall any such action taken under this subsection be deemed a breach of contract, nor shall it represent any individual Party's waiver of claims for breach of contract or its right to any other remedy it may have pursuant to this Agreement, or at law or in equity.
- d. In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations set forth herein, as well as those provisions to this Agreement that by their very nature are intended to survive.

**8. Miscellaneous Provisions:**

- a. Quality of Work. PACTS reserves the right to require the Municipality to refund all reimbursements made and to repay PACTS fully for all Projects costs incurred if the work is found to be unsatisfactory.
- b. Reprogramming of Remaining PACTS Funds. Any state MPO funds allocated to the Project that remain unspent following payment of the final invoice and reconciliation of the Project shall be made available to PACTS for reprogramming once the Project is closed out.

- c. Indemnification. To the extent permitted by law, the Municipality and PACTS shall each individually indemnify, defend and hold harmless MaineDOT, its officers, agents and employees from all claims, suits or liabilities arising from the indemnifying Party's own negligent or wrongful acts, errors or omissions or by that Party's officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. This provision shall survive the termination or expiration of the Project.
- d. Assumption of Responsibility. The Municipality hereby assumes responsibility for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of the Municipality, its employees, agents or representatives, and shall ensure that its contractor(s) assume the same responsibility for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of its own employees, agents or representatives. This assumption of responsibility shall also include damage to vehicles passing through the Project limits.
- e. Obligation of State Funds. Notwithstanding anything herein to the contrary, the Municipality and PACTS acknowledge and agree that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
- f. Performance. The Parties will avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.
- g. Obligation of Municipal Funds. The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to approve the Project and enter into this Agreement, and that it has obligated the necessary funds to satisfy its Municipal Share of the Project Costs set out herein.
- h. State of Maine's Rights of Set-Off. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller.
- i. Assignment. No assignment of this agreement is contemplated, and in no event, shall any assignment be made without the express written permission of the Parties.





**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the day and date last signed.

DS  
EK

DocuSigned by:  
Kristina Egan  
EF67A54B0DDE4EB... Date 1/21/2021

Kristina Egan, Executive Director \*  
Greater Portland Council of Governments and  
For Portland Area Comprehensive Transportation System  
Duly authorized

\_\_\_\_\_  
Date \_\_\_\_\_  
Larry S. Mead, Town Manager \*  
Municipality of Old Orchard Beach  
Duly authorized

\_\_\_\_\_  
Date \_\_\_\_\_  
Jennifer Brickett, Director, Bureau of Planning \*  
Maine Department of Transportation  
Duly authorized

*\* I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.*

Darryl Belz, P.E.  
Safety/MPO Engineer  
Bureau of Planning  
Maine Department of Transportation  
16 State House Station  
Child Street  
Augusta, Maine 04433-0016

December 2, 2020

**PACTS 2021 Municipal Partnership Initiative Project: Old Orchard Beach, West Grand Safety Improvements**

Darryl,

The following is a request to develop a Municipal Partnership Initiative (MPI) agreement for the above project for the 2021 PACTS MPI program.

On September 1<sup>st</sup>, 2020 the PACTS Executive Committee approved programming \$100,000 of PACTS' CY2021 state funding allocation for the following project:

**Old Orchard Beach, West Grand Safety Improvements**

Mill and fill along West Grand Avenue Street from Pavia Road to Ocean Avenue and sidewalk improvements.

The Route Log Miles start at 45.10 and end at 45.26 along West Grand Ave for a total project length of 0.16 miles.

The scope consists of sidewalk, curb, and roadway safety improvements. The total cost estimate is \$200,000.

Construction complete year is scheduled to be 2021.

The funding is 50% state/50% local with a cap of \$100,000 for the state share.

PACTS is requesting a WIN for the project and a three-party agreement to follow.

The municipal contact is Joe Cooper. He is aware of contract documents needed such as, a scope of work, unit prices and complete specifications. These documents will be similar or the same as a MaineDOT "Book Project", including a set of plans as necessary to be outlined in the pending agreement.

Thank you for your attention to this matter. If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Chop". The signature is fluid and cursive, with the first name "Chris" and the last name "Chop" clearly distinguishable.

Chris Chop  
PACTS

cc: Joe Cooper, Town of Old Orchard Beach  
Harold Spetla, GPCOG

### **Agenda Item #7366**

**Discussion with Action:** Approve the liquor license renewal for:

Benjamin Dechristoforo, The Local, LLC d/b/a The Locale Eatery & Tap, (309-1-5),  
23 Washington Avenue, m-s-v in a Class A restaurant/lounge.

[Note: State Liquor Licensing changed license from m-s-v in a Restaurant to m-s-v in a Class A Restaurant/Lounge in their 2019 license]

**Motioned by:** Councilor Reid

**Seconded by:** Councilor Tousignant

**Vote:** 5-0

### **Agenda Item #7367**

**Discussion with Action:** Accept a COVID-19 Response Grant in the amount of \$5,000, deposited into 25140-40561 -Covid-19 Response Grant, from the Center for Tech and Civic Life, to be used exclusively for the public purpose of planning and operationalizing safe and secure election administration.

**Background:** The purpose of this grant was for maintaining a safe voting environment through cleaning and sanitization by a contracted service.

**Motioned by:** Councilor Reid

**Seconded by:** Councilor Tousignant

**Vote:** 5-0

### **Agenda Item #7368**

**Discussion with Action:** Accept Federal CARES Act grant funds through the Maine Secretary of State's Office in the amount of \$2,717.00, deposited into 20102-50560 - Keep ME Healthy COVID Grant Expense, for the exclusive purpose of reimbursing municipalities for the purchase of an Election Drop Box.

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Reid

**Vote:** 5-0

## **Agenda Item #7369**

**Discussion with Action:** Approve the Special Event Permit application for the Town of Old Orchard Beach to hold the annual Memorial Day Parade to honor our country's veterans. The parade will be on Monday, May 31<sup>st</sup>, 2021 from 1:00p.m. to approximately 3:00p.m with an anticipated parade start at the Ball Park, traveling down Saco Ave, to Old Orchard Street, followed by First Street with an end at Memorial Park. Organizers will be expected to meet any health guidelines in effect at the time of the event as it relates to COVID-19..

**Background:** *(see attached special event permit)*

**Motioned by:** Councilor Kelley

**Seconded by:** Councilor Blow

**Vote:** 5-0

# APPLICATION INFORMATION

PLEASE SUBMIT A **COMPLETE** APPLICATION A MINIMUM OF **30 CALENDAR DAYS** PRIOR TO THE EVENT.

1. Name of applicant Town of Old Orchard Beach

Address of applicant 1 Portland Avenue, Old Orchard Beach, ME 04064  
City State Zip

Phone number of applicant ( 207 ) 934-4042 Fax ( 207 ) 934-7967

Cell phone ( ) \_\_\_\_\_ E-mail kmclaughlin@oobmaine.com

On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)

Town of Old Orchard Beach

Website address (if an Organization, Firm or Corporation) \_\_\_\_\_

Type of Event:

- Festival/Fair
- Race/Walk/Bike Ride
- Concert
- XXParade/March
- Other – Please specify

\_\_\_\_\_

2. Event Description (name all vendors who will provide entertainment and the type of entertainment provided)

Memorial Day Parade and Ceremony to honor our Veterans

\_\_\_\_\_

\_\_\_\_\_

Will you be using tents? \_\_\_\_\_ YES  NO

If yes, list size of tent and supplier, as well as what portion of the event will be taking place under the tent (i.e. cooking, sales, picnic tables, chairs, etc), and how the tent will be secured.

\_\_\_\_\_

\_\_\_\_\_



Will you be using staging?  YES  NO

If yes, the following items will be used at the event (Please mark all that apply):

- Amplified Music     Bleacher(s)     Dance Floor(s)     Live Entertainment
- Loud Speaker(s)     Microphone(s)     Stadium(s)     Stage(s)

Other: Podium in Memorial Park, and the Gazebo.

Note: If any of the above items will be used, please indicate their location on your attached Site Plan/Map. Use of the above items may require the Event Organizer to meet ADA regulations.

3. Chairperson and/or responsible party for the event, if other than above:  
(Include information how this person may be contacted at any time during the event).

Name Kim McLaughlin, Town Clerk Work Phone ( ) SAME

Address \_\_\_\_\_  
City State Zip

Cell phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

E-mail \_\_\_\_\_

4. SET-UP Date for Event 05/31/2021 Day of Week MON from 8 a.m. to 1 p.m.

Date of Event 05/31/2021 Day of Week MON from 1 p.m. to 3 p.m.

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

TAKE-DOWN date \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

RAIN DATE(s) \_\_\_\_\_ Times \_\_\_\_\_

**(if rain date listed, insurance must list rain date)**

5. Location of the Event Ballpark Way, E. Emerson Cummings Blvd, Saco Avenue, Old Orchard Street, First Street and Memorial Park

(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

0-150;  150-500;  500-1000;  1,000+

7. If a parade or public gathering, will it occupy any or all of the roadway involved or to be traversed? (if yes, explain). Use extra sheet of paper to describe exact route of parade, including any water stops.

Yes, the route is outlined. There aren't any water stops.

8. Will the sale of food and/or beverages occur at the event? NO If yes, describe the commodities to be sold.

- Alcoholic Beverages (only at Ballpark, using Ballpark Licensee)  Pot Luck Items
- Professional Catering  Non-Profit Food Vendors  Retail Food Vendors

\_\_\_\_\_

9. Will there be merchandise sold at the event? \_\_\_\_\_ YES X NO

Description of merchandise \_\_\_\_\_

10. Is the event a Charitable event? X YES \_\_\_\_\_ NO

Is this event co-sponsored by the Town of Old Orchard Beach? X YES \_\_\_\_\_ NO

If this event a Regional School Unit #23 event? \_\_\_\_\_ Yes X NO

(The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or co-sponsored by the Town of Old Orchard Beach).

11. If the event is charitable, name the beneficiary of the proceeds from the event:

Town of Old Orchard Beach \_\_\_\_\_

12. List any Event Sponsors:

American Legion \_\_\_\_\_

Will admission be charged for the event? \_\_\_\_\_ YES X NO

Will participants be charged for parking? X (if spectators use the municipal lots or on-street parking meters) YES \_\_\_\_\_ NO

13. Has this event been held previously in Old Orchard Beach?

YES (if yes, please list dates): prior to the 1970's to present

NO

14. What is the applicant doing to ensure the event will not endanger the public safety or disturb the peace? Describe your plans for security at your event, including crowd control (attach additional sheets if necessary). Security plan will need final approval by the Old Orchard Beach Police Department and they have final say in appropriate number and type of security personnel required. Must include at least one Old Orchard Beach Police Officer, if security is required. Costs associated with security are the sole responsibility of the event organizer.

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) : Fire/Police needed for blocking streets, police to lead parade, and Police Honor Guard, and Public Works for barricades and trash barrels.

Additional Uniformed presence provided by:  Off-Duty Police Officers;  Private Security;  Volunteers

Times: \_\_\_\_\_ How many? \_\_\_\_\_

If you have already made contact with someone about security, provide the contact name and number:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Please list any items that will be left overnight. If equipment will be left on-site overnight, provide details for personal property safety and security of site: (Note that the event organizer is solely responsible for items left on the property. The Town assumes no responsibility for items of personal property at the location at any time)

N/A

Will audible devices be used at this event?  YES  NO

If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

Sirens, loud speakers, bands \_\_\_\_\_

Where will the event attendees/participants park? High School, Ballpark, municipal lots and on-street parking.

Will a shuttle service be provided from parking areas to the event site?  YES  NO

If yes, please describe shuttle plan, and name of company provided service:

Will you require special parking (RV's, trailers, trucks)?  YES  NO

If yes, give details: Parking for trailer trucks and buses in the Ballpark.

- 15. Describe your plans for waste disposal at your event. What arrangements have you made for removal and disposal of trash generated by your event? Please supply details of numbers and type of containers and supplier of containers that will be used. (Attach additional sheets if necessary) Costs associated with waste disposal are the sole responsibility of the event organizer. Disposal in Town trash receptacles is NOT an accepted means of disposal, and is prohibited.

Town of Old Orchard Beach responsible for removal of any trash, although trash should be at a minimum. Request for Public Works to place trash barrels in the Ballpark parking lot.

Is the use of barricades necessary/requested for this event?  YES

If yes, number needed and location To be worked out with Police/Public Works. Will be the same as last years.

Will it be necessary to cover street and/or parking signs for this event, or place no parking signs?

YES  NO If yes, please describe:

Is any other public works assistance needed? Yes, for barricades and trash barrels.

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If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? YES.

16. Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc?) For Bonfires, the pit/bonfire must be pre-approved for use by the Fire Department; the wood to be burned has no paint or nails; the portable pit or bonfire can be removed or filled in after the event leaving no residue or noticeable impact; a small water extinguisher and shovel are present; at least one adult be assigned to "keep fire watch" at all times. Note a burn permit must also be obtained from the Fire Department for the date specified on the date of the event. The Fire Department will issue a permit based on class day as listed by the Maine Forest Service. Permission may be refused or revoked if the Maine State Forestry Commission (governing body) declares a "Red Flag" day on which NO open fires may be allowed in our zone:        YES   X   NO

If yes, explain: \_\_\_\_\_

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17. Describe your plans for all signage and/or decorations for the event: Please include type of signage to be used, and description of verbiage being posted on signage.

Signage not needed, other than advertising on electronic sign.

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Will this event be posting a banner on public property?        YES   X   NO

If yes, please list requested dates, dimensions of banner, wording on banner, and location (no more than two weeks prior to the event):

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18. Alcohol is not allowed on public property, except as outlined in the liquor license for the Ballpark. If this is a Ballpark event, will there be alcohol available for consumption? Note, if alcohol is being served, the Town requires additional Liquor Liability Insurance (minimum \$2,000,000, listing Town of Old Orchard Beach as additionally insured):        YES   X   NO

Will the alcohol be:        Sold;        Given away;        Both

Describe the type of alcohol to be served, times consumption will be allowed, and plans for controlling consumption:

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19. If this is a Ballpark Event, have you signed an agreement with the Ballpark Commission for use of the Ballpark? \_\_\_\_\_ Yes, it's attached  No

20. Will the event involve professional fireworks? \_\_\_\_\_ YES  NO  
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? \_\_\_\_\_

(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? \_\_\_\_\_

21. Will there be any kind of animals at this event? (e.g. petting zoo, pony rides, etc.)  YES  NO

If so, please indicate the location of the animals on the Site Plan/Map.

Horses may be marching in the parade.

22. Piping Plovers are state and federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 1<sup>st</sup> through August 31<sup>st</sup> of each year. Will this event occur on the beach? \_\_\_\_\_ YES  NO

If yes, you must contact the Public Works Department at 207-934-2250, approximately one week prior to the event. In the event there are any active piping plover nests in the vicinity of your event, you may have to move your event farther down the beach, or request permission to change the date of your event.

**Piping Plover Essential Habitat:** The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. ***However, projects must be reviewed by MDIFW before Town approval.***

If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final project proposal per review standards established for Essential Habitats and determine if the project would significantly alter the habitat or violate protection guidelines.

***The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.***

23. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town of Old Orchard Beach Town Clerk's Office 30 days prior to the event date. The applicant shall at its own cost and expense furnish a policy or policies for property damage or bodily injury in the amount of at least \$500,000. The Town of Old Orchard Beach **MUST** be listed as an Additional Named Insured.

Yes, it has been provided with the application;  No, it will be provided at least 30 days prior to the event.

24. Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)?  YES  NO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval? \_02/05/21 I faxed the School Use Request form to the Superintendent's Office.
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## **SPECIAL EVENT PERMIT AGREEMENT**

I, Kim McLaughlin, Town Clerk on behalf of the Town of Old Orchard Beach  
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

1. All pre-event determined fees shall be paid at least two weeks prior to the event. I agree to pay any costs determined after the event immediately upon receipt of invoice.
2. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town Clerk's Office at least 30 days prior to the event date. The Town of Old Orchard Beach **MUST** be listed as an Additional Name Insured with the proper endorsement included. KMM **(initial)**
3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.
4. Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.
5. Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.
6. To comply will all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.
7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.
8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.
9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.



10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.
11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.
12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.
13. Events are considered rain/shine. Refunds are not issued if the event does not occur.
14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.
15. Consumer Fireworks are illegal in Old Orchard Beach.

I have read and understand the Special Events Permit Agreement terms and conditions and I agree to be bound by said terms and conditions. I certify that the information I provided is accurate to the best of my knowledge.

Signature: Kim McLaughlin  
(authorized representative)

Date: 2-5-21

Print name: Kim McLaughlin

Print Organization Name (if applicable): Town of Old Orchard Beach

**SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)**

In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location  
Event Coordinator's Booth  
Tents/Stages/Grandstands  
Porta Potties/Rest Rooms

Vendor Locations  
Garbage Cans  
Water Sources

Street Closures/Parking Information  
Water/Electricity Sources  
Loudspeakers

SEE ATTACHED PARADE ROUTE.

### **Agenda Item #7370**

**Discussion with Action:** Approve the quote from Carbon Activated Corporation to provide replacement odor control media in the amount of \$5,835.00 from account #20161-50501 Operating Supplies/Equipment Expense, with a balance of \$19,166.98.

**Background:** In the summer of 2019 the department put an odor control unit online. The media in the unit has since expired and is in need of replacement. (*see attached quotes*)

**Motioned by:** Councilor Tousignant

**Seconded by:** Councilor Blow w/discussion. Town Manager stated that this was purchased for the intended purpose.

**Vote:** 5-0





## Replacement Carbon FOR Old Orchard Beach, ME

***Date: October 9, 2020  
Proposal No. 01676***

**ECS Area Sales Representative  
Paul Sussman**  
The MAHER Corporation  
192 Pleasant Street  
Rockland, MA 02370  
Office: 781-421-2622



**THE MAHER CORPORATION**  
WATER & WASTEWATER PROCESS, PUMPING & VALVE SYSTEMS



**ECS**  
ENVIRONMENTAL SOLUTIONS  
www.ecs-env.com 254-933-2270

ECS Environmental Solutions is pleased to offer the following proposal

**Bid Proposal Prepared By**

ECS Environmental Solutions  
2201 Taylors Valley Road  
Belton, TX 76513  
Joe Getz  
[joe.getz@ecs-env.com](mailto:joe.getz@ecs-env.com)  
Office: 254.933.2270

**Specification Sections Included:**

**NA**

**1. Equipment Scope of Supply**

**Scope of Supply**

**High Capacity Carbon**

- Qty. 60 cubic feet of ECS High Capacity Carbon
  - ECS Product Code ECS-HY.30
  - Shipped in two super sacks each weighing roughly 1,000 pounds

**Cost of Carbon, \$ 8,350.00**

**Freight Included**

**2. Schedule and Payment Terms**

Manufacturing: 3 – 6 weeks after receipt of customer approved manufacturing drawings and submittals. This lead time is subject to change pending an evaluation of the shop-load at time of release.

The terms of the payment are net 30 in accordance with the following milestones:

10% of the Price, after submission of submittal packet

80% of the Price, after delivery of the equipment to the jobsite

10% of the Price, after completion of Start-Up and Training but no later than 150 days from the date that the Equipment is delivered to the jobsite

### 3. **Quotation Validity**

This quotation is valid for thirty (30) days from October 9, 2020 unless extended in writing by ECS Environmental.

**ECS Environmental Solutions prices are exclusive of any taxes unless expressly stated in this quotation. If this project is subject to sales or use tax, the Purchaser shall be invoiced for taxes at the current rate of sales or use tax for the jobsite location, at the time of invoice issuance. If this project is not subject to sales or use tax, please send a Tax Exempt Certificate with the issuance of any ensuing P.O. to ECS Environmental Solutions. If applicable, please provide a copy of the payment bond information with the P.O.**

We look forward to working with you on this project, and hope this proposal meets with your satisfaction. For further information on this proposal, contact our local representative listed below.

***Best regards,***

*Joe Getz*

## General Terms and Conditions of Sale

**1. The prices quoted are expressly conditioned upon the terms and conditions in this document. The terms hereinafter stated supersede all other terms, understandings and customs inconsistent with this document.**

A. The prices quoted will be effective for a period of sixty (60) days from the date of this quotation. If ECS Environmental Solutions (hereinafter "ECS") receives Purchaser's acceptance after the expiration date, the quoted prices, and such acceptance shall only be binding upon ECS by ECS's written confirmation of such prices.

B. Prices for undelivered portions of continuing installment orders are subject to change whenever ECS's costs are affected by Federal or State legislation, changes in costs of raw materials and/or labor rates, together with applicable overhead for such costs.

**2. ECS warrants that the goods provided shall be free of defects in its design (if provided by ECS), material and workmanship for a period of one year from the date of shipment.**

**THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR TRADE USAGE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ECS IS NOT LIABLE FOR DEFECTS OR DAMAGE DUE TO NEGLIGENCE (OTHER THAN THAT OF THE SELLER), ACCIDENT, ABUSE, IMPROPER INSTALLATION (OTHER THAN BY ECS) IMPROPER OPERATION, OR MAINTENANCE, OR ABNORMAL CONDITIONS.**

**ECS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. ECS'S WARRANTY LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS AT ECS'S DISCRETION. ECS SHALL NOT BE RESPONSIBLE FOR COSTS IN EXCESS OF THE PURCHASE PRICE. THIS WARRANTY SHALL ONLY APPLY TO GOODS LOCATED/USED IN THE CONTINENTAL UNITED STATES OR CANADA.**

3. ECS shall not be responsible for errors, or defects in the work on account of plans, designs, specifications or drawings furnished by the Purchaser. ECS's quotation is based upon reliance in the accuracy of data supplied by Purchaser.

4. ECS will not recognize claims or make allowances for replacement of materials or correction of ECS's error unless ECS is given notice in writing of such defect at least 10 days prior to the Purchaser incurring any cost or expense on account thereof.

5. ECS shall not be considered in default in the performance of its obligations hereunder if such performance of its obligations is prevented or delayed by an Act of God, Outbreak of Hostilities, War, Revolution, Civil Commotion, Riot, Epidemic, Wind, Flood, Earthquake, any Law Order, Proclamation, Regulation, or Ordinance of any Government or subdivision of Government, delay in delivery of materials, delay of subcontractors, or any other cause, whether similar or different from those listed, which are beyond the reasonable control of the party affected.

6. All goods shall be subject to normal manufacturing variations of Seller and its raw materials supplies such as are recognized in the reinforced plastics industry.

7. In the event of a dispute arising from the manufacture, sale, delivery, or performance of a purchase order and any amendments or additions thereto issued pursuant to the attached bid and any amendments or additions thereto, jurisdiction and venue for such dispute is exclusively vested in the Court of Common Pleas, Bell County, Texas, and construed exclusively in accordance with the laws of the State of Texas.

8. Quotations and sales are F.O.B. Point of Shipment unless otherwise expressly stipulated.



### **Agenda Item #7371**

**Discussion with Action:** Replace 17 light fixtures with LED bulbs on East and West Grand Ave, and 36 light pole fixtures with LED bulbs on Old Orchard Street in the amount of \$10,258.11 from account number 50002-50507 CIP Public Works Sidewalk Capital Expense Account with a balance of \$303,689.07.

#### **Background:**

DPW is updating the pedestrian lighting downtown so that all lighting fixtures have been replaced with LED bulbs, and lighting globes and poles are replaced where necessary. The intent is for the downtown to have consistent and uniform lighting throughout. Currently some fixtures have LED bulbs and some fixtures have standard bulbs. The lighting quality is noticeably different for each type of bulb. Completing the transition to all LED bulbs will improve the appearance for visitors to the downtown.

**Motioned by:** Councilor Kelley

**Seconded by:** Councilor Blow w/discussion - will there be reimbursement via Energy Maine? Town Manager Mead confirmed.

**Vote:** 5-0

### **Agenda Item #7372**

**Discussion with Action:** Appoint Irish Griffith and Jim Butler as Deputy Code Enforcement Officers, terms to expire 7/1/21.

**Background:** Given the vacancy in Code Enforcement, these two individuals will be working a few hours each week to assist the Town.

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Reid

**Vote:** 5-0

### **Agenda Item #7373**

**Discussion with Action:** To approve the line item transfers for the Police Department for the following:

- In the amount of \$ 20,000.00 From account number 20131-50104 Seasonal Reserve Expense Account with a balance of \$161,357.50, and
- In the amount of \$7,500.00 From account number 20131-50109 Seasonal Overtime Expense with a balance of \$12,897.50, and
- In the amount of \$3,000 from account number 20131-50127 Educational Incentive Expense with a balance of \$3,000.00

To account number 52002-50865 Public Safety CIP Police Security Camera/Equipment Expense account with a balance of \$4,786.36.

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Reid

**Vote:** 5-0

### **Agenda Item #7374**

**Discussion with Action:** To approve the purchase of new two (2) new Network Video Recorders to upgrade the Police Department CCTV camera system from Setronics Corp., in the amount of \$33,982.00 from account number 52002-50865 Public Safety CIP Police Security Camera/Equipment Expense account.

**Background:**

The server that houses all of our remote and in house cameras is at capacity and cannot adequately support the number of camera currently in use, not even considering any additional cameras being added to the system. In addition the department is experiencing outages on a regular basis prompting a need for service calls. The department has been without several exterior surveillance cameras, including the ones in Memorial Park, as well as the camera at the intersection of Portland Avenue and Old Orchard St, and the one on the pier since before Christmas. The majority of problems are related to the server not being able to manage all of the cameras because it is at capacity. Because the service by Exactitude has not been adequate the Department contacted another provider, Setronics Security Integrators, the company that recently installed a camera security system in the schools. The school department's IT person is extremely pleased with their service and the product that they provided. The Police Department has access to all of the schools cameras and they are excellent and have worked flawlessly. Setronics provided a quote to replace the server in the amount of, \$33,982.00. This price includes, licensing, software upgrades, hardware, labor and two new servers, one for here at the PD and one that will be installed at the Library. The server housed at the library supports all of the Memorial Park and downtown cameras. Exactitude has provided quotes in the past that are higher than Setronics proposal. The Department is proposing two new camera's in the FY22 CIP budget request, one at the intersection of West Grand Ave and Temple Avenue and one at the intersection of Walnut and East Grand Avenue. Adding these two camera's will complete the plan to have a surveillance camera located at every exit and entrance of town. There is a third camera that will be installed at the intersection of Seavy and Old Orchard St that is part of a consent agreement that was reached with the owners of the GFB pub and the town to monitor their business. Without these upgrades none of these three proposed new cameras can be installed.

**Motioned by:** Councilor Kelley

**Seconded by:** Councilor Tousignant

**Vote:** 5-0

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# Town of Old Orchard Beach

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**Treasurer - Finance Director**

OOB Town Hall  
1 Portland Avenue  
OOB, ME 04064

**Diana H. Asanza**

Telephone: (207) 937-5622  
Fax: (207) 937-5722  
Email: [dasanza@oobmaine.com](mailto:dasanza@oobmaine.com)

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February 12, 2021

TO: Larry Mead, Town Manager  
FROM: Diana H. Asanza, Treasurer – Finance Director  
CC: Dana Kelley, Police Chief  
RE: Setronics Corp. Proposal

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Larry,

Attached is the new security camera video management system that Dana has been working on to replace Exactitude. Below is his recommendation.

The new system would be compatible with the 8 cameras that are currently installed in Town, and would be sufficient for future growth. As you know, this is the same system the school uses and this vendor works closely with Pam Pothier at RSU #23.

The cost is \$33,982 and includes:

- Two (2) NVR's (Network Video Recorders), a) 36 TB (terabyte) NVR, and b) 12TB (terabyte) NVR.
- Three (3) 24 port PoE network switches
- IP conversion kits for the analog cameras

I did speak to the sales rep Andy Wilder to get a better understanding of what the Town's responsibility will be for this install according to the proposal, and the only additional expense that we will need to budget for would be IT support and this can be done through ENS and the monthly block of hours.

To fund this in FY 21 Dana came up with several accounts that will have a surplus at year end:

PD Reserves	\$20,000
Seasonal OT	\$7,500
Education Incentive	\$3,000
CIP Surveillance Camera	<u>\$4,786 (this is a carry-over balance from prior year)</u>
	\$35,286

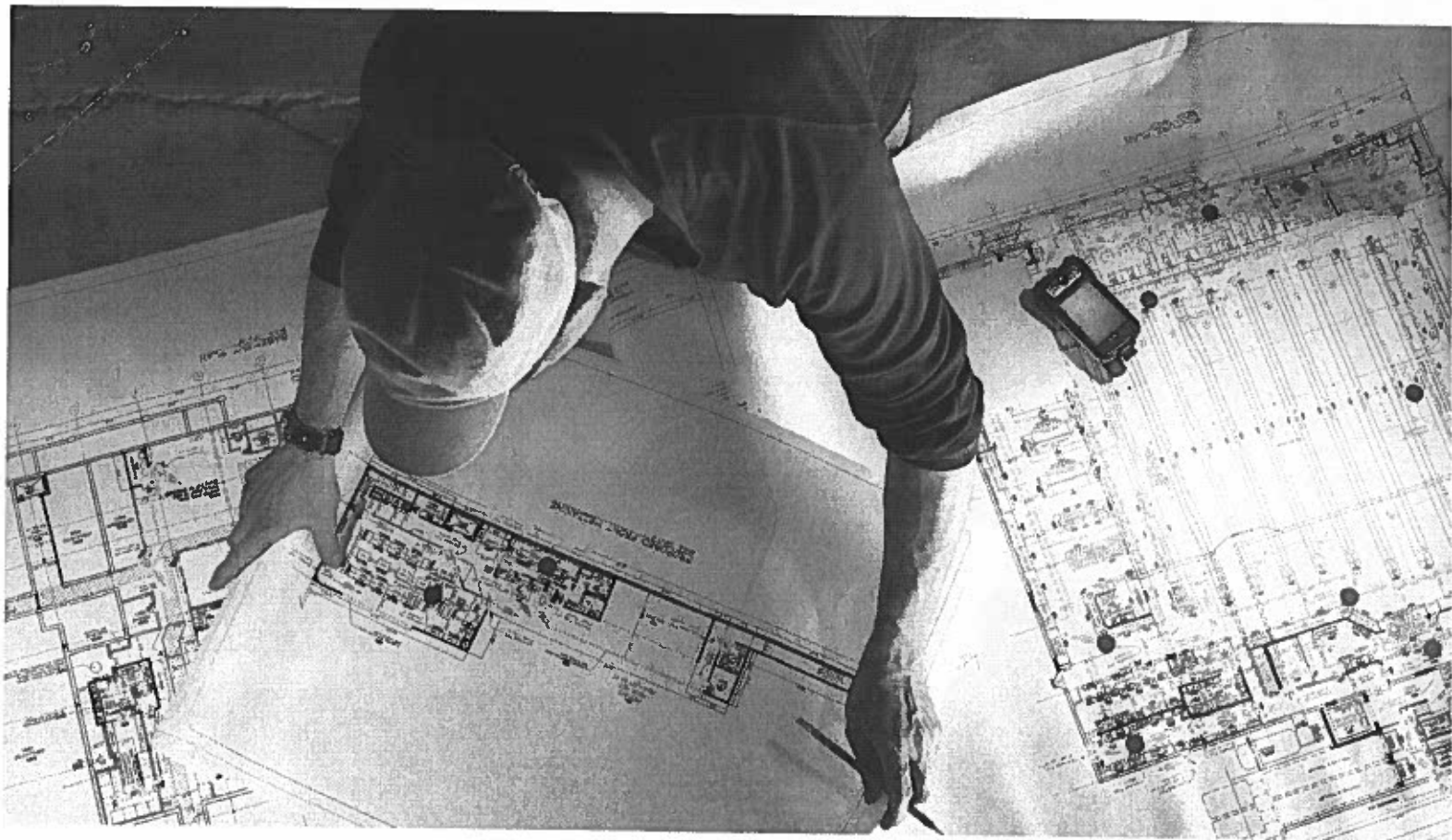
We are still waiting on the proposal for the camera that is to be installed according to the GFB Scottish Pub Consent Agreement, and Dana thinks it will be approximately \$10,000. This could be funded with \$4,000 from the Consent Agreement and \$6,000 from Contingency.

Please let me know if you would like to discuss further or if you have any questions. If you agree to this, we can put this on the 2/16/21 agenda.

If you have any questions, please don't hesitate to contact me at 937-5622.

Thank you,

*Diana H. Asanza*



## Upgrade CCTV Head End

Prepared for:

### Old Orchard Beach Police Department

David Hemingway  
dhemingway@oobmaine.com

Prepared by:

**setronics**

..... security integrators

Andy Wilder  
awilder@setronics.com

Monday, January 25, 2021

Old Orchard Beach Police Department  
David Hemingway  
16 E. Emerson Cummings Blvd.  
Old Orchard Beach, ME 04064  
dhemingway@oobmaine.com

Dear David,

Thank you for the opportunity to present the following Proposal # 20-000797.

The following detail outlines the scope of work for the sale and installation of Exacqvision Professional NVRs for the Police Department and Library.

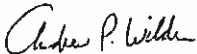
**Scope of Work:**

- Provide and install (1) Exacqvision Professional 36TB NVR in the PD to support the existing 35 IP cameras in the Police Station
- Provide and install (1) Exacqvision Professional 12TB NVR in the PD to support the existing 12 IP cameras in the Library (site will transmit video over the town's network)
- Provide and install (47) Exacqvision Professional IP camera licenses
- Provide and install (2) 24-port PoE network switches in the Police Station
- Provide and install (1) 24-port PoE network switch in the Library
- Provide and install (4) coax over IP conversion kits for existing analog cameras

**Customer Responsibilities:**

- Install an IP camera before project commencement
- Provide static IP addresses for both NVRs
- Provide network path from the Library to the PD
- Provide town IT support during the project to ensure all devices are communicating as designed
- Provide all user names and passwords to existing cameras being migrated - *should have - Capt should have*
- Ensure existing CCTV existing being migrated to Exacqvision is in good working condition and compatible with Exacqvision's latest software release .

Sincerely,



Andy Wilder  
Sales Executive  
Setronics Corp.

*work w/ spectrum & ENS*

## COVID-19 & Other Hazardous Conditions

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### ■ COVID-19 & Other Hazardous Conditions

In response to the COVID-19 pandemic, Setronics has implemented certain protocols to better protect the safety of our employees, customers, and others with whom we come in contact while performing installations and service at customer locations. Following guidelines issued as by the US CDC and other state regulatory authorities, all Setronics employees will arrive at customer locations wearing masks and gloves (as required).

In addition, all equipment and tooling will be sanitized for use. All Setronics employees have been directed to maintain social distancing and to monitor their personal health. Setronics employees will excuse themselves from work should they be exposed to COVID-19, develop a temperature, or experience any flu-like symptoms. Setronics is prepared to review and implement additional safety processes in response to specific customer requirements.

For the safety of all, Setronics encourages and expects all customers to require their staff and others visiting their locations to adapt these safety procedures as outlined above.

Please see Section 1.B.2. of our Terms and Conditions for information on identification of any other potentially hazardous job site conditions.

## Payment Terms

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### ■ Municipality - Prevailing Wage Labor Rates - NET30

This proposal is valid for thirty days. Labor charges assume prevailing-wage labor rates. Applicable shipping charges are not included. Customer has advised Setronics, in writing, of any special circumstances associated with completing the proposed work (e.g. hazardous materials, presence of asbestos, etc.), if applicable.

Any changes to project scope or unplanned project delays may result in additional charges for which you will be notified in advance.

Setronics shall invoice the cost of all equipment and materials upon receipt by Setronics. These invoices are due upon receipt. Payment is required to schedule installation resources. The remaining project balance (plus any mutually agreed upon project change orders) shall be invoiced upon project completion and acceptance.

Terms for the final project invoice are net 30 days.

The terms and conditions of this proposal are as outlined on Exhibit A.

Signed approval of this proposal and applicable purchase order is required by Setronics to purchase materials and schedule installation resources.



### Project Price

Qty	Description
1	NVR w/12TB of Storage
1	NVR w/36TB of Storage
3	24 Port PoE Network Switch
2	Rackmount Sliding Rail Kit
39	IP Professional Camera License
4	4 Camera IP over Coax Kit
1	Cable, Materials and Labor

Subtotal: **\$33,982.00**

## Upgrade CCTV Head End

Prepared by:

**Setronics Corp.**

Andy Wilder  
Main Office: 978-671-5450  
Mobile: 978-835-9571  
Fax 978-671-5448  
[awilder@setronics.com](mailto:awilder@setronics.com)

Prepared for:

**Old Orchard Beach Police Department**

16 E. Emerson Cummings Blvd.  
Old Orchard Beach, ME 04064  
David Hemingway  
(207) 937-5803  
[dhemingway@oobmaine.com](mailto:dhemingway@oobmaine.com)

Quote Information:

Quote #: 20-000797

Version: 1

Delivery Date: 01/25/2021

Expiration Date: 02/28/2021

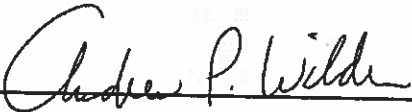
### Quote Summary

Description	Amount
Project Price	\$33,982.00
<b>Total:</b>	<b>\$33,982.00</b>

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Setronics Corp.

Old Orchard Beach Police Department

Signature:   
Name: Andy Wilder  
Title: Sales Executive  
Date: 01/25/2021

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Terms and Conditions

### I. SERVICES

- A. Setronics, Inc. shall provide the following services under the Proposal.
1. Supply all materials required for performance of the proposal, purchase order, or other form of the parties' agreement(s) in compliance with all terms therein;
  2. Install products in accordance with the proposal, purchase order, or other form of agreement(s) in accordance with the scope of same, in a good and workmanlike fashion, using Setronics personnel or persons who may be arranged by Setronics on an as-needed basis;
  3. Test any systems installed and ensure that all operate in accordance with industry standards for the purposes agreed upon by the parties;
  4. Maintain a reasonably clean and safe working environment at all times, removing all debris from the job site upon completion of the work and keeping all areas reasonably neat/clean during the performance of the work.
- B. Customer shall provide the following services under the Proposal.
1. Cooperate fully with all planning and performance of the work, ensuring that Setronics and its personnel have appropriate access to all areas where work is to be performed during times and on schedules as may be reasonably agreed by Setronics for performance of work;
  2. Prior to the start of any work, inform Setronics of any and all known hazards or potential hazards in the work area that may be relevant to Setronics' performance under the Proposal, along with any other conditions that might materially affect Setronics in the performance of agreed work, wherever located and of any nature whatsoever, including but not limited to conditions of construction and orders of any local or other governmental authority.

### II. PAYMENTS

Timing of invoices and related terms are as outlined in the proposal cover letter. Any invoice that is not timely paid shall be subject to interest at the rate 12% per annum, compounded monthly. Setronics reserves the right to cease all work in the event any invoice is not timely paid. If invoices for work performed or products purchased are not paid on time and in full, Setronics may institute legal proceedings to collect same, in which case Customer shall pay, in addition to prior assessments, interest at the statutory rate along with all costs and legal fees Setronics may incur to collect any amount owed.

### III. INDEMNIFICATION

The Customer shall indemnify, defend and hold Setronics harmless from any claim, suit, cause of action or legal action that arises from Customer's negligent conduct; from any hazardous condition that may exist at property where services are performed by Setronics; from the failure to inform Setronics about material or hazardous conditions that it will or may encounter during performance of work; and from any breach of any condition agreed upon by the parties. This indemnification shall include but not be limited to all financial losses suffered by Setronics along with any and all costs or legal fees it may incur in connection with any matter covered by this indemnification.

### IV. TERM AND TERMINATION

Work shall commence on the date and under terms agreed by the Parties as same may be specified in the proposal, purchase order, or other agreement(s), written or oral, between the parties. Work shall continue for so long as all conditions of same and of these terms/conditions are complied with.

### V. VENUE AND ENFORCEMENT

Any agreement between the parties shall be subject to and enforceable under the laws of the Commonwealth of Massachusetts. All disputes under any agreement or these terms/conditions shall be settled by binding arbitration in accordance with the rules and procedures of JAMS in Boston, Massachusetts. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached by him or her and shall deliver same to each party to this Agreement along with a signed copy of the award. Costs of arbitration shall be shared equally by the parties and shall be subject to reasonable reapportionment by the arbitrator who, in the event he/she finds that Customer breached any substantive term of its agreement(s) with Setronics or the term/s conditions herein, shall require that Customer reimburse Setronics for all arbitration fees along with all costs and legal fees it may incur during the arbitration process. Nothing in this paragraph shall preclude Setronics from applying to a court of competent jurisdiction for injunctive relief in the event Setronics deems such relief necessary or appropriate.

### VI. ADDITIONAL TERMS

- Failure by Setronics at any time or from time to time to enforce any of the provisions of the parties agreement(s) or these terms/conditions shall not be construed to be a waiver of such provision or of its right to thereafter enforce same.
- 6.1 Setronics shall at all times retain complete discretion and control over its business operations; workforce; and decisions as to implementation of the terms of the parties' agreement(s) and these terms/conditions.
  - 6.2 These terms and conditions shall form an integral part of the parties' agreement(s) and they along with such agreement(s) represent the entire agreement between the parties. No term, condition or agreement shall be amended, altered or changed except by written agreement signed by both parties.
  - 6.3 In the event any condition encountered during the work requires an expansion of the scope of work agreed to by the parties, or if Customer opts during the work to expand the scope, any such additional work required or desired shall be agreed upon by written change order that specifies the agreed additional work, time for performance, and price to be paid by Customer. Setronics shall not be obligated to perform any work or provide any service that is not included in the proposal, purchase order or other agreement(s) except by written change order. If any such condition makes continued performance by Setronics impracticable, or if same occurs due to a force majeure, Setronics may terminate this agreement by delivering written notice. Any amounts then owed to Setronics shall be paid upon delivery of the final invoice by Setronics.
  - 6.4 Any and all notices and other communications permitted or required to be given hereunder shall be validly given or made in writing if (a) personally delivered, (b) delivered and confirmed by telecopies or like instantaneous transmission service, (c) delivered by reputable overnight courier delivery service or (d) deposited in the United States mail, first class, postage prepaid, addressed to the Customer at the address set forth in the proposal, purchase order, or other form of agreement between the parties.
  - 6.5 Customer represents that it has read these terms/condition and fully understands all terms. It recognizes and agrees that all terms herein shall form an integral part of any and all agreement(s) between the parties, regardless of form. Customer materially represents that it will comply in good faith with all terms and conditions stated herein.

## Statement from Brian LaCroix, President - Setronics Corp.

### To Our Customers:

In response to the critical importance of providing security services during the COVID -19 pandemic, Setronics is classified as an essential business and has remained open during the entire period of government-enforced business closures. Setronics is committed to remaining open and supporting our customers with uninterrupted access to system sale, installation and service. Setronics has advised all employees of CDC recommended personal health and hygiene protocols and adopted CDC and other regulatory authority recommended practices to best ensure the health and safety of our employees, customers and their clients.

### These practices, among others, include:

- Frequent sanitizing of all equipment and work tools
- Maintaining social distancing while performing all work
- Wearing mask & gloves at all customer locations

As guidance from the CDC and other regulatory authorities regarding best practices continues to evolve, Setronics will monitor and adopt such practices to ensure our employees perform our work safely.



Sincerely,

Brian LaCroix  
President of Setronics Corp.

### **Agenda Item #7375**

**Discussion with Action:** To award the bid to Jordan Equipment for the 2021 Bobcat T-770 Skid Steer Loader with trailer, multi-purpose bucket, power rake and grader attachments, in the amount of \$87,780.40, less the trade in of the 2012 Bobcat S650 Skid Steer Loader and bucket in the amount of \$15,000 for a net price of \$72,780.40 to be financed through a lease purchase agreement through Androscoggin Bank at 1.68% with five (5) annual installments in the amount of \$ 15,045.10 from account number 20197-50330 Equipment Lease Debt Service Expense Account with a balance of \$32,000.29.

#### **Background:**

This expenditure was approved by Town Council for the FY21 capital improvements program budget.

**Motioned by:** Councilor Tousignant

**Seconded by:** Councilor Blow

**Vote:** 5-0

#### **ADJOURNMENT**

**Motioned by:** Councilor Blow

**Seconded by:** Councilor Reid

*Meeting adorned @ 7:48pm*

**FY 21 SKID STEER BID RESULTS**

	Vendor	Year	Model	Price	Bid Alternate	Trade In Value	Net Amount	Delivery	
1	<b>BEAUREGARD EQUIPMENT</b> 14 GIBSON RD. SCARBOROUGH, ME 04074 885-0600	2021	CASE TV450B B SERIES COMPACT TRACK LOADER 18K tilting equipment trailer	73,400.00	a	-	15,000.00	90,717.81	60 DAYS
<u>10,770.00</u>				b	-				
84,170.00				c	-				
				d	9,200.81				
				e	<u>12,347.00</u>				
							21,547.81		
2	<b>JORDAN EQUIPMENT CO.</b> 18 BLACKSTRAP RD FALMOUTH, ME 04105 797-2240	2021	<b>BOBCAT T-770</b> Towmaster T-12D	<b>67,498.40</b>	a	<b>included</b>	<b>15,000.00</b>	<b>72,780.40</b>	<b>30-60 DAYS</b>
<u>included</u>				b	included				
67,498.40				c	included				
				d	7,773.00				
				e	<u>12,509.00</u>				
							20,282.00		
3	<b>NORTRAX</b> 396 COUNTY RD. WESTBROOK, ME 04092 773-3777	2021	JOHN DEERE 331G HF Towmaster T-12D 18' deck, electric brakes, pintle hitech, pallet fork pocke	84,500.00	a	included	20,000.00	83,000.00	6/1/2021
<u>included</u>				b	included				
84,500.00				c	included				
				d	inlcuded				
				e	18,500.00				
							18,500.00		
4	<b>MILTON CAT</b> 16 PLEASANT HILL RD SCARBOROUGH, ME 04074 883-9586	2021	CATERPILLAR 279D3 Towmaster TC-12D 18' Trailer SEE EXCEPTIONS ON PAGE 3 OF BID	96,900.00	a	350.00	25,000.00	110,350.00	ASAP
<u>6,800.00</u>				b	500.00				
103,700.00				c	3,700.00				
				d	9,600.00				
				e	<u>17,500.00</u>				
							31,650.00		
5	<b>BOBCAT OF NH</b> 9 DOVER RD CHICHESTER, NH 03258 603-224-1234	2021	BOBCAT T-770 Towmaster T-12D	56,862.00	a	450.00	12,000.00	77,532.00	5/5/2021
<u>8,000.00</u>				b	included				
64,862.00				c	1,575.00				
				d	7,920.00				
				e	<u>14,725.00</u>				
							24,670.00		

**\*\* Bid Alternate - Optional Attachments:**

- a Beacon, Rotating
- b Oil, Hydraulic, Cold Operation
- c Multi Purpose Bucket 72"
- d Power Rake - width 90" - 99", length 64"  
hydraulic flow range 80-86 l/min  
hydraulic pressure 3340 psi
- e Grader Attachment

# TOWN OF OLD ORCHARD BEACH



## REQUEST FOR QUOTE

### PUBLIC WORKS DEPARTMENT

JANUARY 29, 2021

The Town of Old Orchard Beach is soliciting quotes for a **New Tracked Skid Steer Loader**.

The Town is also interested in the option of trading in a **2012 Bobcat S650 Skid Steer Loader with 847 hours +/- with a 2013 80" heavy duty bucket**. You may schedule to inspect the trade in by contacting Joe Cooper, Public Works Director at 207-934-2250. If interested please provide a trade-in value where indicated on the quote form.

Quotes must be submitted by mail, fax or email with a cover sheet clearly marked "Public Works Department New Tracked Skid Steer Loader" and shall be sent by **10:00 AM, February 9, 2021** to the attention of Larry S. Mead, Town Manager:

- Fax: #207-934-0755
- Mail: Town of Old Orchard Beach, Larry S. Mead, Town Manager, 1 Portland Ave, Old Orchard Beach, ME 04064
- Email: [jhayes@oobmaine.com](mailto:jhayes@oobmaine.com)

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

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

The Town of Old Orchard reserves the right to accept or reject any and all bids, or negotiate with particular vendors following the opening without right of recourse by bidders, if it is in the best interest of Old Orchard Beach.

The Town of Old Orchard Beach is sales tax exempt.

### **LOADER SPECIFICATIONS:**

SPECIFICATIONS for Tracked Skid Steer.

#### ENGINE

1. Engine Model (TURBO)
2. Gross Power 90.0 hp

POWER TRAIN – Travel Speed (forward or reverse):

1. One Speed 5.0 mph
2. Two Speed 8.0 mph

#### HYDRAULIC SYSTEM

1. Hydraulic Flow – Standard
  - a. Loader Hydraulic Pressure 3,000 psi
  - b. Loader Hydraulic Flow 20 gal/min c. Hydraulic Power (calculated) 40 hp
2. Hydraulic Flow – High Flow

#### OPERATING SPECIFICATIONS

1. Rated Operating Capacity: Tipping Load 4000.0 lb
2. Rated Operating Capacity: Tipping Load 2500.0 lb
3. Ground Contact Area 2000.0 in
4. Ground Pressure 4.0 psi
5. Tipping Load 8500.0 lb
6. Breakout Force, Tilt Cylinder 7500.0 lb
7. Breakout Force, Lift Cylinder 6000.0 lb
8. Rated Operating Capacity with Optional Counterweight 4000.0 lb

#### DIMENSIONS

1. Length of Track on Ground 650 in
2. Overall Length of Track 80 in
3. Length w/Bucket on Ground 150 in
4. Height to Top of Cab 86 in
5. Vehicle Width 78.0 in
6. Max Overall Height 158. in
7. Bucket Pin Height at Max. Lift 125. in
8. Bucket Pin Height
9. Reach at Max Lift/Dump
10. Clearance at Max. Lift/Dump
11. Ground Clearance
12. Departure Angle 30”



### 13. Maximum Dump Angle

#### COMFORT PACKAGE

1. Enclosed ROPS with Heat (C2)
2. Cup Holder
3. Radio Ready
4. Seat Suspension
5. Heater and Defroster
6. Air Conditioner

#### HYDRAULIC PERFORMANCE PACKAGE

1. H3 High Flow XPS,

#### OPTIONAL ATTACHMENTS (Bid Alt)

1. Beacon, Rotating
2. Oil, Hydraulic, Cold Operation

#### MULTI-PURPOSE BUCKET (

1. Bucket Width 72"

#### POWER BOX RAKE

1. Roller Width 90.0 in
2. Overall Width 99.0 in
3. Overall length 64.0 in
- 4 Hydraulic flow range 80-86 L/min (21-23 gpm)
5. Hydraulic pressure 3340.0 psi

#### GRADER ATTACHMENT

- **Keys: Machine must have an ignition switch with a key(s)**
- **Equipment should be able to use bobcat attachments**
- **Package shall include a trailer capable of carrying Tracked Skid Steer**

QUOTE FORM

NEW TRACKED SKID STEER LOADER

We the undersigned agree to furnish The Town of Old Orchard Beach with the equipment described:

*Any exceptions to the Loader Specifications must be listed on the quote form.*

MANUFACTURER: Bobcat YEAR: 2021

MODEL: T770 DELIVERY DATE: 5/5/21

TOTAL PRICE \$ 89,532

TOTAL TRADE-IN PRICE: \$ 12,000

*2012 Bobcat S650 Skid Steer Loader with 847 hours +/- and with a 2013 80" heavy duty bucket*

NET PRICE LESS TRADE-IN VALUE: 77,532

EXCEPTIONS TO SPECIFICATIONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: Bobcat of NH

ADDRESS: 9 Dover Road

CITY/TOWN: Chichester STATE/ZIP: NH 03258

TELEPHONE: (603)-224-1234 FAX: N/A

AUTHORIZED SIGNATURE: [Signature] DATE: 2/9/21

TITLE: Inside Sales



## Product Quotation

Quotation Number: 35808D035891  
Date: 2021-02-09 09:35:18

Ship to	Bobcat Dealer	Bill To
OLD ORCHARD BEACH PWD Attn: Larry S. Mead	Bobcat of New Hampshire, Chichester, NH 9 DOVER ROAD # 4	OLD ORCHARD BEACH PWD Attn: Larry S. Mead
OLD ORCHARD BEACH, ME 04064	CHICHESTER NH 03258-6515 Phone: (603) 224-1234 Fax: (603) 798-4787	OLD ORCHARD BEACH, ME 04064
-----		
Contact: Phil Hughes Phone: 603.224.1234 Cellular: 603.724.5756 E Mail: phil.hughes@bobcatnh.com		

Description	Part No	Qty	Price Ea.	Total
<b>T770 T4 Bobcat Compact Track Loader</b>	M0285	1	\$49,313.00	\$49,313.00
92 HP Turbo Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater (Automatically Activated)	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top & Rear			
Bobcat Interlock Control System (BICS)	Windows, Seat Bar, Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Engine/Hydraulic Systems Shutdown	& ISO 3471			
Horn	Falling Object Protective Structure (FOPS) meets SAE-			
Instrumentation: Engine Temp & Fuel Gauges, Hourmeter,	J1043 & ISO 3449, Level I; (Level II is available through			
RPM and Warning Lights	Bobcat Parts)			
	Parking Brake: Spring Applied, Pressure Released			
	(SAPR)			
	Tracks: Rubber, 17.7" wide			
	Warranty: 2 years, or 2000 hours whichever occurs first			
P67 Performance Package	M0285-P06-P67	1	\$3,903.00	\$3,903.00
Power Bob-Tach	2-Speed			
7-Pin Attachment Control Kit	Hydraulic Bucket Positioning			
High Flow				
C23 Comfort Package	M0285-P07-C23	1	\$3,041.00	\$3,041.00
Enclosed Cab with AC/Heat	Standard Panel			
Sound Reduction	Adjustable Suspension Seat			
Cab Accessories Package				
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$605.00	\$605.00
Telematics US	M0285-R51-C02	1	\$0.00	\$0.00
<b>Description</b>	<b>Part No</b>	<b>Qty</b>	<b>Price Ea.</b>	<b>Total</b>
80" HD Bucket & Edge		1	\$1,575.00	\$1,575.00
Rotating Beacon Kit		1	\$450.00	\$450.00
6B Landscape Rake		1	\$7,920.00	\$7,920.00
96" Grader		1	\$14,725.00	\$14,725.00
Towmaster T12-D Trailer		1	\$8,000.00	\$8,000.00
<b>Total of Items Quoted</b>				<b>\$89,532.00</b>
Trade-in 2012 S650 Trade-In				<b>(\$12,000.00)</b>
<b>Quote Total - US dollars</b>				<b>\$77,532.00</b>

Notes:



Larry Mead, Town Manager  
 Town Managers Office  
 Town of Old Orchard  
 1 Portland Ave  
 Old Orchard Beach, Maine 04064

February 9, 2021

Dear Larry:

I want to thank you for allowing Milton Cat, one of the leading Caterpillar dealers in North America the opportunity to provide the Town of Old Orchard Beach with a quote for your upcoming skidsteer replacement needs. Milton Cat highly values your business and you can be assured of unmatched service and dealer support on machines that are second to none in the industry.

Specifications and pricing are only a part of the decision on the purchase of a new tracked skidsteer and does not describe the machine design, reliability and operational advantages, nor does it describe the product support you will receive from your dealer. These factors are extremely important when you are deciding on major purchases such as tracked skidsteers which you will be relying on for the next ten (10) plus years. Milton Cat, as well as I feel confident that should you choose this quote for your upcoming tracked skidsteer purchase in that you will receive unmatched product support, productivity and reliability from the Caterpillar line of tracked skidsteers.

Pursuant to your request, please find enclosed a quote on Caterpillar 279D3 as per your January 29, 2021 Specifications to replace your 2012 Bobcat S650.

**Corporate**

100 Quarry Drive Milford, MA 01757 508.634.3400	84 Concord Street North Reading, MA 01864 978.276.2400	14 Kendrick Road, Rt. 28 Wareham, MA 02571 508.291.1200	2158 Plainfield Pike Cranston, RI 02920 401.946.6350	30 Industrial Drive Londonderry, NH 03053 603.665.4500	One Cat Lane, Rt. 2 Richmond, VT 05477 802.434.4228
79 Robertson Boulevard Brewer, ME 04412 207.989.1890	16 Pleasant Hill Road Scarborough, ME 04074 207.883.9586	500 Commerce Drive Clifton Park, NY 12065 518.877.8000	294 Ainsley Drive Syracuse, NY 13210 315.476.9981	4610 E. Saile Drive Batavia, NY 14020 585.815.6200	55 Industrial Park Drive Binghamton, NY 13904 607.772.6500

**Standard Equipment:**

**HYDRAULICS**

High Flow Auxiliary Hydraulics-32 gpm  
Electro/hydraulic implement control  
Electro/hydraulic hydrostatic  
Return To Dig/Wrkfl Positioner  
transmission control  
Speed sensor guarding  
Dual Self Leveling

**ELECTRICAL**

12 Volt Electrical System  
80 Ampere Alternator  
Ignition Key Start / Stop / Aux Switch  
Lights: - Gauge Backlighting  
- Two Rear Tail Lights  
- Two Rear LED Working Lights  
- Two Adjustable Front LED Lights  
- Dome Light  
Backup Alarm  
Extra Heavy Duty Battery, 1000 CCA – with disconnect switch  
Electrical Outlet, Beacon  
120V Engine Coolant Heater  
Radio, AM/FM, Bluetooth

**OPERATOR ENVIRONMENT**

Gauges:

- Fuel Level
- Hour Meter

Operator Warning System Indicators:

- Air Filter Restriction
- Alternator Output
- Armrest Raised / Operator Out of Seat
- Engine Coolant Temperature
- Engine Oil Pressure
- Glow Plug Activation
- Hydraulic Filter Restriction
- Hydraulic Oil Temperature
- Park Brake Engages
- Engine Emission System

Storage compartment with netting

Air suspension seat, cloth, heated, high back with recline,  
lumbar support and fully adjustable seat mounted controls

Ergonomic Contoured Armrest

Adjustable Joystick Controls

Control Interlock System, when Operator Leaves Seat or  
Armrest Raised:

- Hydraulic System Disables
- Hydrostatic Transmission Disables
- Parking Brake Engages

Enclosed ROPS Cab, Tilt Up. Includes AC/heater/defroster,  
deluxe headliner, side windows, poly cab door.

Anti-theft Security System w/6-button keypad

POPS, Level 1

Top and Rear Windows

Floormat

**OPERATOR ENVIRONMENT cont'd**

Interior Rear View Mirror  
12V Electric Socket  
Horn  
Hand (Dial) Throttle Electronic

**POWERTRAIN**

**Caterpillar C3.3B Diesel Engine**

- Gross Horsepower per SAE J1349  
**74.3 hp (55.4 kW) @ 2400 RPM**

- Electric Fuel Priming Pump

- Glow Plugs Starting Aid

- Liquid Cooled, Direct Injection

Air Cleaner, Dual Element, Radial Seal

S-O-S Sampling Valve, Hydraulic Oil

Filter, Cartridge Type, Hydraulic

Filters, Cartridge Type, Fuel  
and Water Separator

Radiator / Hydraulic Oil

Cooler (side-by-side)

Spring Applied, Hydraulically Released, Parking Brakes

Hydrostatic Transmission

**UNDERCARRIAGE**

Steel Imbed Rubber Bar Track 17.7 in. (450mm)

**Dual Flange Front Idler, Single Flange**

Rear Idler

Suspension- Independent Torsion Axle (4)

Two Speed Motor

**FRAMES**

Lift Linkage, Radial Path

Chassis, One Piece Welded

Machine Tie Down Points (6)

Belly Pan Cleanout

Support, Lift Arm

Rear Bumper, Welded

**OTHER STANDARD/OPTIONAL EQUIPMENT**

Engine Enclosure - Lockable

Extended Life Antifreeze (-37C, -34F)

Machine Tie Down Points (4)

Hydraulic Coupler

Hydraulic Oil Level Sight Gauge

Radiator Coolant Level Sight Gauge

Radiator Expansion Bottle

Cat Tough Guard Hose

Heavy Duty Flat Faced Quick Disconnects with Integrated  
Pressure Release

Split D-Ring to Route Work Tool Hoses Along Side of Left lift arm

Variable Speed Hydraulic Cooling Fan -demand

Product Link, Cellular PL243

Advanced LCD Display with Camera

External Counterweights

80" GP Bucket with BOE

**Caterpillar SR321 High Flow 85" Snow Blower**

**Caterpillar PC306 24" Cold Planer**

Larry Mead  
Page 3

**\$96,900.00**    **Discounted 289D3 List, as per specifications listed on Page 2**  
**\$25,000.00**    **Less 2012 Bobcat S650 Trade (including snow blower/cold planer)**  
**\$71,900.00**    **Net Trade**

**Options:**

**Add \$350.00 for a Strobe Light**  
**Add \$500.00 for Cold Operation Hydraulic Oil**  
**Add \$3,700.00 for an 80" Multi-Purpose Bucket**  
**Add \$9,600.00 for a Caterpillar PR190 Power Box Rake**  
**Add \$17,500.00 for a Caterpillar GB124 Grader Blade, with Smart Technology**  
**Add \$6,800.00 for a Towmaster TC-12D 18' Equipment Trailer**

Exceptions to your January 29, 2021 Specifications:

In your January 29, 2021 Specifications, under the ENGINE Section you state the unit shall have a gross HP of 90. The Caterpillar 279D3 Quoted has 74 HP.

In your January 29, 2021 Specifications, under the OPERATING SPECIFICATIONS Section you state the unit shall have a tip load of 8,500 pounds. The Caterpillar 279D3 Quoted has a 5,870-pound tip load.

In your January 29, 2021 Specifications, under the OPERATING SPECIFICATIONS Section you state the unit shall have a tilt cylinder breakout force of 7,500 pounds. The Caterpillar 279D3 Quoted has a 7,285-pound tilt cylinder breakout force.

In your January 29, 2021 Specifications, under the OPERATING SPECIFICATIONS Section you state the unit shall have a rated operating capacity of 4,000 pounds. The Caterpillar 279D3 Quoted has a operating capacity of 3,185 pounds.

In your January 29, 2021 Specifications, under the DIMENSIONS Section you state the unit shall have an overall length of 150". The Caterpillar 279D3 Quoted has an overall length of 146.2".

In your January 29, 2021 Specifications, under the DIMENSIONS Section you state the unit shall have a max overall height of 158". The Caterpillar 279D3 Quoted has a max overall height of 159.5".

In your January 29, 2021 Specifications, under the DIMENSIONS Section you state the unit shall have a hinge pin height of 125". The Caterpillar 279D3 Quoted has a hinge pin height of 124.9".

Larry Mead  
Page 4

Should the Town of Old Orchard wish to lease/purchase the Caterpillar tracked skid steer; Caterpillar Financial offers municipalities low rate lease programs on Tracked Skid Steers for up to 7 years with monthly, quarterly, semi-annual and annual payments. Should you so desire, I would be more than happy to provide you with lease/purchase payment amounts for any term or amount.

Again, I want to thank you for allowing Milton Cat the opportunity to provide you with this quote for your upcoming tracked skidsteer needs. Should you have any questions regarding this bid, please feel free to contact me.

Sincerely,

Nik Patalano  
Sales Representative

JES  
surface/oldorchardbeachme279d3quote21

QUOTE FORM

NEW TRACKED SKID STEER LOADER

We the undersigned agree to furnish The Town of Old Orchard Beach with the equipment described:

*Any exceptions to the Loader Specifications must be listed on the quote form.*

MANUFACTURER: CATERPILLAR YEAR: 2021

MODEL: 279D3 DELIVERY DATE: ASAP

TOTAL PRICE \$ 96,900.00

TOTAL TRADE-IN PRICE: \$ 25,000.00

*2012 Bobcat S650 Skid Steer Loader with 847 hours +/- and with a 2013 80" heavy duty bucket*

NET PRICE LESS TRADE-IN VALUE: 71,900.00

EXCEPTIONS TO SPECIFICATIONS: SEE PAGE 3 OF OUR PROPOSAL

COMPANY NAME: MILTON CAT

ADDRESS: 16 PLEASANT HILL ROAD

CITY/TOWN: SCARBOROUGH STATE/ZIP: ME 04074

TELEPHONE: 207-883-9586 FAX: 207-885-8010

AUTHORIZED SIGNATURE:  DATE: 2/9/21

TITLE: SALES REPRESENTATIVE



PHOTO TO COME

# Cat® 279D3

## COMPACT TRACK LOADER

### PRELIMINARY

#### FEATURES:

The Cat® 279D3 Compact Track Loader, with its radial lift design, delivers impressive mid-lift reach and excellent digging performance with outstanding drawbar power. Its standard, suspended undercarriage system provides superior traction, flotation, stability and speed to work in a wide range of applications and underfoot conditions. The 279D3 features the following:

- **Industry leading sealed and pressurized cab option** provides a cleaner and quieter operating environment with excellent work tool visibility.
- **Available high-back, heated, air ride seat with seat mounted adjustable joystick controls** makes the D3 Series the industry leader in operator comfort.
- **High performance power train** provides maximum performance and production capability through the Electronic Torque Management system, standard two speed travel and an electronic hand/foot throttle with decel pedal capability.
- **High Flow XPS hydraulic system** is available for applications that demand maximum hydraulic work tool performance.

- **Electronically controlled Cat C3.3B engine** provides high horsepower and torque while meeting U.S. EPA Tier 4 Final and EU Stage V emission standards.
- **Cat "Intelligent Leveling" system** provides industry leading technology, integration, and available features such as dual direction self level, work tool return to dig, and work tool positioner.
- **Standard fully independent torsion axle suspension** combined with the optional Speed Sensitive Ride Control system improves operation on rough terrain, enabling better load retention, increased productivity and greater operator comfort.
- **Maximize machine capability and control** with optional Advanced Display providing on-screen adjustments for implement response, hystat response and creep control. Also features multi-language functionality with customizable layouts, security system and rearview camera.
- **Ground level access** to all daily service and routine maintenance points helps reduce machine downtime for greater productivity.
- **Broad range of performance matched Cat Work Tools** make the Cat Compact Track Loader the most versatile machine on the job site.

### Specifications

#### Engine

Engine Model	Cat C3.3B DIT (turbo)	
Gross Power SAE J1995	55.4 kW	74.3 hp
Net Power SAE 1349	54.4 kW	72.9 hp
Net Power ISO 9249	54.9 kW	73.7 hp
Peak Torque at 1,500 rpm SAE J1995	265 N-m	195 lbf-ft
Displacement	3.3 L	203 in <sup>3</sup>
Stroke	120 mm	4.7 in
Bore	94 mm	3.7 in

#### Weights\*

Operating Weight	4487 kg	9,893 lb
------------------	---------	----------

\*Operating Weight, Operating Specifications and Dimensions all based on 75 kg (165 lb) operator, all fluids, two speed, OROPS, 2036 mm (80 in) low profile bucket, 400 mm (15.7 in) tracks, dual flange front idler/single flange rear idler, standard flow hydraulics, mechanical suspension seat, no optional counterweights and manual quick coupler (unless otherwise noted).

#### Power Train

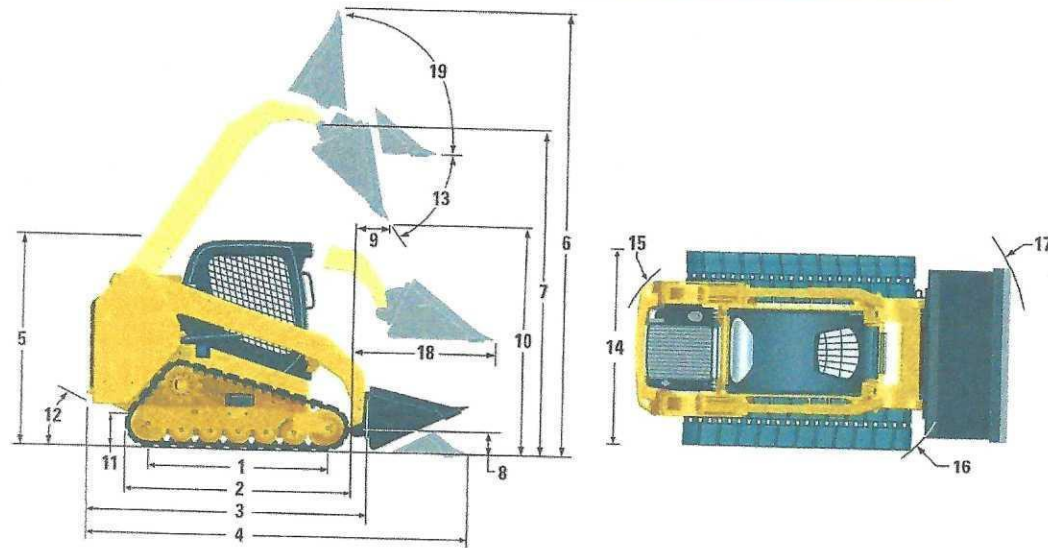
Travel Speed (Forward or Reverse):			
One Speed	7.2 km/h	4.5 mph	
Two Speed	13.3 km/h	8.3 mph	

#### Hydraulic System

Hydraulic Flow – Standard:			
Loader Hydraulic Pressure	23 000 kPa	3,335 psi	
Loader Hydraulic Flow	86 L/min	23 gal/min	
Hydraulic Power (calculated)	33 kW	44 hp	
Hydraulic Flow – High Flow XPS:			
Maximum Loader Hydraulic Pressure	28 000 kPa	4,061 psi	
Maximum Loader Hydraulic Flow	121 L/min	32 gal/min	
Hydraulic Power (calculated)	57 kW	76 hp	



# 279D3 Compact Track Loader



## Dimensions\*

1 Length of Track on Ground	1630 mm	64.2 in	11 Ground Clearance	226 mm	8.9 in
2 Overall Length of Track	2129 mm	83.8 in	12 Departure Angle		32°
3 Length without Bucket	2995 mm	117.9 in	13 Maximum Dump Angle		39°
4 Length with Bucket on Ground	3714 mm	146.2 in	14 Vehicle Width (450 mm/17.7 in tracks)	1981 mm	78.0 in
5 Height to Top of Cab	2113 mm	83.2 in	15 Turning Radius from Center – Machine Rear	1796 mm	70.7 in
6 Maximum Overall Height	4051 mm	159.5 in	16 Turning Radius from Center – Coupler	1410 mm	55.5 in
7 Bucket Pin Height at Maximum Lift	3173 mm	124.9 in	17 Turning Radius from Center – Bucket	2256 mm	88.8 in
8 Bucket Pin Height at Carry Position	198 mm	7.8 in	18 Maximum Reach with Arms Parallel to Ground	1373 mm	54.0 in
9 Reach at Maximum Lift and Dump	575 mm	22.6 in	19 Rack Back Angle at Maximum Height		84°
10 Clearance at Maximum Lift and Dump	2485 mm	97.8 in			

## Operating Specifications\*

Rated Operating Capacity:		
35% Tipping Load	932 kg	2,055 lb
50% Tipping Load	1331 kg	2,935 lb
Rated Operating Capacity with Optional Counterweight		
Tipping Load	1444 kg	3,185 lb
Breakout Force, Tilt Cylinder	2663 kg	5,870 lb
Ground Contact Area (400 mm/15.7 in track)	3304 kg	7,285 lb
Ground Contact Area (450 mm/17.7 in track)	1.30 m <sup>2</sup>	2,015 in <sup>2</sup>
Ground Contact Area (450 mm/17.7 in track)	1.47 m <sup>2</sup>	2,272 in <sup>2</sup>
Ground Pressure (400 mm/15.7 in track)	33.9 kPa	4.9 psi
Ground Pressure (450 mm/17.7 in track)	30.0 kPa	4.4 psi

## Cab

ROPS	ISO 3471:2008
FOPS	ISO 3449:2005 Level I

## Service Refill Capacities

Cooling System	14 L	3.7 gal
Engine Crankcase	11 L	3.0 gal
Fuel Tank	105 L	27.7 gal
Hydraulic System	52 L	13.7 gal
Hydraulic Tank	39 L	10.3 gal

## Noise Level

Inside Cab**	83 dB(A)
Outside Cab***	103 dB(A)

- \* Cab and Rollover Protective Structures (ROPS) are standard in North America and Europe.

\*\*The declared dynamic operator sound pressure levels per ISO 6396:2008. The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

\*\*\*The labeled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC.

## Air Conditioning System (if equipped)

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.0 kg of refrigerant which has a CO<sub>2</sub> equivalent of 1.430 metric tonnes.

## MANDATORY EQUIPMENT

- Hydraulics, Standard or High Flow XPS
- Quick Coupler, Mechanical or Powered
- High Visibility Seat Belt, 50 mm (2 in) or 75 mm (3 in)
- Steel Imbed Rubber Track – 400 mm (15.7 in) or 450 mm (17.7 in)
- Dual Flange Front Idler/Single Flange Rear Idler or Triple Flange Front/Rear Idlers

## PERFORMANCE PACKAGES

- Performance Package H1: *Standard Flow Hydraulics (No Self Level)*
- Performance Package H2: *Standard Flow Hydraulics, Dual Direction Electronic Self Level (Raise and Lower), Work Tool Return to Dig, Work Tool Positioner, and Electronic Snubbing (Raise and Lower)*
- Performance Package H3: *High Flow XPS, Dual Direction Electronic Self Level (Raise and Lower), Work Tool Return to Dig, Work Tool Positioner, and Electronic Snubbing (Raise and Lower)*

## COMFORT PACKAGES

- Open ROPS (C0): *Static Seat (No Foot Throttle, Headliner, Heater or Door)*
- Open ROPS (C1): *Foot Throttle, Headliner, Cup Holder, and choice of Seat (Mechanical Suspension or High Back, Heated, Air Ride Seat) (No Heater or Door)*
- Enclosed ROPS with Heater (C2): *Foot Throttle, Headliner, Heater and Defroster, Side Windows, Cup Holder, Radio Ready, choice of Seat (Mechanical Suspension or High Back, Heated, Air Ride Seat) and Door (Glass or Polycarbonate)*
- Enclosed ROPS with A/C (C3): *C2 + Air Conditioner*

## STANDARD EQUIPMENT

### ELECTRICAL

- 12 volt Electrical System
- 80 ampere Alternator
- Ignition Key Start/Stop Switch
- Lights: *Gauge Backlighting, Two Rear Tail Lights, Two Rear Halogen Working Lights, Two Adjustable Front Halogen Lights, Dome Light*
- Backup Alarm
- Heavy Duty Battery, 850 CCA

### OPERATOR ENVIRONMENT

- Advanced Display with Rearview Camera: *Full Color, 127 mm (5 in) LCD screen; Advanced Multi-operator Security System; On-screen Adjustments for Implement Response, Hystat Response, and Creep Control*
- Gauges: *Fuel Level, Hour Meter*
- Operator Warning System Indicators: *Air Filter Restriction, Alternator Output, Armrest Raised/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Glow Plug Activation, Hydraulic Filter Restriction, Hydraulic Oil Temperature, Park Brake Engaged, Engine Emission System*
- Adjustable Vinyl Seat
- Fold In Ergonomic Contoured Armrest
- Control Interlock System, when operator leaves seat or armrest raised: *Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages*
- ROPS Cab, Open, Tilt Up
- FOPS, Level I
- Top and Rear Windows
- Floor Mat
- Interior Rearview Mirror
- 12 volt Electric Socket
- Horn
- Hand (Dial) Throttle, Electronic
- Adjustable Joystick Controls
- Anti-theft Security System with 6-button Keypad
- Storage Compartment with Netting

### POWER TRAIN

- Cat C3.3B, Turbo Diesel Engine, Meeting Tier 4 Final and Stage V Emission Standards
- Air Cleaner, Dual Element, Radial Seal
- S-O-S<sup>SM</sup> Sampling Valve, Hydraulic Oil
- Filters, Cartridge-type, Hydraulic
- Filters, Canister-type, Fuel and Water Separator
- Radiator/Hydraulic Oil Cooler (side-by-side)
- Spring Applied, Hydraulically Released, Wet Multi Disc Parking Brakes
- Hydrostatic Transmission, Two Speed Travel
- Suspension – Independent Torsion Axles (4)

### OTHER

- Engine Enclosure, Lockable
- Extended Life Antifreeze, –37° C (–34° F)
- Machine Tie Down Points (6)
- Support, Lift Arm
- Hydraulic Oil Level Sight Gauge
- Radiator Coolant Level Sight Gauge
- Radiator, Expansion Bottle
- Cat ToughGuard™ Hose
- Auxiliary, Hydraulics, Continuous Flow
- Heavy Duty, Flat Faced Quick Disconnects with Integrated Pressure Release
- Split D-Ring to Route Work Tool Hoses Along Side of Left Lift Arm
- Electrical Outlet, Beacon
- Belly Pan Cleanout
- Variable Speed Demand Fan
- Product Link™ PL240, Cellular

# 279D3 Compact Track Loader

## OPTIONAL EQUIPMENT

- Hand-Foot Style Controls
- External Counterweights
- Beacon, Rotating
- Engine Block Heater – 120V
- Oil, Hydraulic, Cold Operation
- Paint, Custom
- Heavy Duty Battery, 1,000 CCA
- Product Link PL641, Cellular
- Speed Sensitive Ride Control
- Bluetooth® Radio with Microphone (AM/FM/Weather Band Receiver with USB and Auxiliary Input Jack)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8199 (05-2019)  
(Am North, EU, APD, ANZP)



John Deere 3316

## TOWN OF OLD ORCHARD BEACH



### REQUEST FOR QUOTE

### PUBLIC WORKS DEPARTMENT

JANUARY 29, 2021

The Town of Old Orchard Beach is soliciting quotes for a **New Tracked Skid Steer Loader**.

The Town is also interested in the option of trading in a 2012 Bobcat S650 Skid Steer Loader with 847 hours +/- with a 2013 80" heavy duty bucket. You may schedule to inspect the trade in by contacting Joe Cooper, Public Works Director at 207-934-2250. If interested please provide a trade-in value where indicated on the quote form.

Quotes must be submitted by mail, fax or email with a cover sheet clearly marked "Public Works Department New Tracked Skid Steer Loader" and shall be sent by **10:00 AM, February 9, 2021** to the attention of Larry S. Mead, Town Manager:

- Fax: #207-934-0755
- Mail: Town of Old Orchard Beach, Larry S. Mead, Town Manager, 1 Portland Ave, Old Orchard Beach, ME 04064
- Email: [jhayes@oobmaine.com](mailto:jhayes@oobmaine.com)

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

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

John Deere 3316

The Town of Old Orchard reserves the right to accept or reject any and all bids, or negotiate with particular vendors following the opening without right of recourse by bidders, if it is in the best interest of Old Orchard Beach.

The Town of Old Orchard Beach is sales tax exempt.

**LOADER SPECIFICATIONS:**

SPECIFICATIONS for Tracked Skid Steer.

ENGINE

1. Engine Model (TURBO) ✓
2. Gross Power 90.0 hp 91.2HP

POWER TRAIN – Travel Speed (forward or reverse):

1. One Speed 5.0 mph 5.3 mph
2. Two Speed 8.0 mph 7.8 mph

HYDRAULIC SYSTEM

1. Hydraulic Flow – Standard ✓
  - a. Loader Hydraulic Pressure 3,000 psi 3450 psi
  - b. Loader Hydraulic Flow 20 gal/min c. Hydraulic Power (calculated) 40 hp  $\frac{23.5 \text{ gpm}}{47 \text{ HP}}$
2. Hydraulic Flow – High Flow ✓ 36.5 gpm / 74 HP

OPERATING SPECIFICATIONS

1. Rated Operating Capacity: Tipping Load 4000.0 lb
2. Rated Operating Capacity: Tipping Load 2500.0 lb }  $35\% = 3100 \text{ lbs}$   
 $50\% = 4429 \text{ lbs}$
3. Ground Contact Area 2000.0 in
4. Ground Pressure 4.0 psi 5.5 psi
5. Tipping Load 8500.0 lb - 8857 lbs
6. Breakout Force, Tilt Cylinder 7500.0 lb 7600 lbs
7. Breakout Force, Lift Cylinder 6000.0 lb 6000 lbs
8. Rated Operating Capacity with Optional Counterweight 4000.0 lb sec #1 + 2

DIMENSIONS

1. Length of Track on Ground 650 in
2. Overall Length of Track 80 in
3. Length w/Bucket on Ground 150 in 146"
4. Height to Top of Cab 86 in 86.7"
5. Vehicle Width 78.0 in 78.9"
6. Max Overall Height 158. in
7. Bucket Pin Height at Max. Lift 125. in 132"
8. Bucket Pin Height
9. Reach at Max Lift/Dump
10. Clearance at Max. Lift/Dump
11. Ground Clearance 9.4"
12. Departure Angle 30" 31°

13. Maximum Dump Angle *48°*

COMFORT PACKAGE

1. Enclosed ROPS with Heat (C2) ✓
2. Cup Holder ✓
3. Radio Ready *installed*
4. Seat Suspension ✓
5. Heater and Defroster ✓
6. Air Conditioner ✓

HYDRAULIC PERFORMANCE PACKAGE

1. H3 High Flow XPS, ✓

OPTIONAL ATTACHMENTS (Bid Alt)

1. Beacon, Rotating ✓
2. Oil, Hydraulic, Cold Operation ✓

MULTI-PURPOSE BUCKET (

1. Bucket Width 72" *84"*

POWER BOX RAKE

1. Roller Width 90.0 in ✓
2. Overall Width 99.0 in ✓
3. Overall length 64.0 in ✓
- 4 Hydraulic flow range 80-86 L/min (21-23 gpm) ✓
5. Hydraulic pressure 3340.0 psi ✓

GRADER ATTACHMENT

- **Keys:** Machine must have an ignition switch with a key(s) *No, key for door only*
- **Equipment** should be able to use bobcat attachments *adapters included*
- **Package** shall include a trailer capable of carrying Tracked Skid Steer ✓

• *Towmaster T-120*

*-18' deck, electric brakes, pintle hitch, pallet fork pockets.*

QUOTE FORM

NEW TRACKED SKID STREER LOADER

We the undersigned agree to furnish The Town of Old Orchard Beach with the equipment described:

*Any exceptions to the Loader Specifications must be listed on the quote form.*

MANUFACTURER: John Deere YEAR: 2021  
MODEL: 331G HF DELIVERY DATE: June 1, 2021  
TOTAL PRICE \$ 84,500.00 w/ trailer  
TOTAL TRADE-IN PRICE: \$ 20,000.00 (if hours correct)

*2012 Bobcat S650 Skid Steer Loader with 847 hours +/- and with a 2013 80" heavy duty bucket*

NET PRICE LESS TRADE-IN VALUE: \$ 64,500.00

EXCEPTIONS TO SPECIFICATIONS: see specifications sheets

COMPANY NAME: Nortrax

ADDRESS: 396 County Rd.

CITY/TOWN: Westbrook STATE/ZIP: ME 04092

TELEPHONE: (207) 773-3777 FAX: (207) 773-4675

AUTHORIZED SIGNATURE: [Signature] DATE: 2-8-21

TITLE: GM / Sales



John Deere 3316

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John Deere 331G

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13. Maximum Dump Angle *48°*

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2. Cup Holder ✓
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5. Hydraulic pressure 3340.0 psi ✓

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TELEPHONE: (207) 773-3777 FAX: (207) 773-4675

AUTHORIZED SIGNATURE: [Signature] DATE: 2-8-21

TITLE: GM / Sales

G-SERIES  
**COMPACT TRACK  
LOADERS**



**JOHN DEERE**

325G / 331G / 333G



**INTELLIGENCE  
AT WORK**

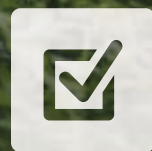


*WORKING HARD SO YOU CAN*

**WORK SMART**

THE JOHN DEERE  
"G-FORCE"

**ART.**



RELIABLE

+



PRODUCTIVE



## ***YOUR INSPIRATION, OUR DEDICATION.***

You run 'em, so why wouldn't we pick your brain about your expectations of a compact track loader (CTL)? As participants in our Customer Advocate Group, users like you stepped up and helped point the way for the G-Series. Challenged and inspired by your thoughts and ideas, we went to work on Generation Next. We added more power under the hood and increased lift height, dump clearance, reach, stability, and breakout force. And we paid attention to the little things that are a big deal to our customers, like optional heated seat, side lighting, and rearview camera — for more productivity and uptime, at lower daily operating costs.



# HEAD-TURNING PERFORMANCE

SEE WHAT YOU CAN DO.

You're going to like what you see in these latest "Gs". They deliver performance that'll really grab your attention — as well as your share of the work.

## Beast mode

Extreme pushing power and bucket breakout forces deliver the tractive effort and leverage to carve out clay, power through piles, and handle heavy loads.

## Speedsters

Standard on the 331G and 333G (optional on the 325G), two-speed drivetrain delivers travel speeds over eight mph, for quick work cycles.

## Fewer pit stops

Fluid-efficient diesels and large tanks enable daylong operation, letting you do more between fill intervals.

## Rock-solid stability

Longer track frames and optimized roller spacing on the 331G and 333G improve balance and stability, to enhance agility and operator comfort.

## EH boom performance package

Shorten cycle times and speed production in repetitive boom applications with the optional electrohydraulic (EH) boom performance package available on 331G and 333G models.

## Hydraulic boost

Increased auxiliary hydraulic flow and power enable G-Series CTLs to make the most of an even broader range of attachments.



## 2-SPEED DRIVETRAIN

STANDARD ON THE 331G AND 333G,  
OPTIONAL ON THE 325G



STANDOUT FEATURE

# TALL ORDER.





## **DO MORE WITH ONE**

### **REACH HIGHER WITH LESS EFFORT.**

The refined vertical-lift loader design of these compact models rises higher and reaches farther than previous models, for quicker and easier loading. G-Series CTLs serve up substantially greater boom breakout force, so you accomplish more with just one CTL. They also work more comfortably in tight quarters, and they're easy to trailer. Now, who says you can't always get what you want?

#### **Power lifter**

Increased rated operating capacities up to 3,700 lb. give these machines the muscle you need to tote heavy loads.

#### **Load warrior**

Height to hinge pin up to 11 ft. enables these CTLs to easily load tandem-axle dump trucks, feed mixers, and fill hoppers. You'll also appreciate the additional reach to truck-bed height when handling pallets of pavers or other heavy materials.

#### **Carry more, spill less**

Boom design keeps the load close to the machine for better stability. Low center of gravity, up to 35-deg. bucket rollback, and optional ride control and self-leveling also help keep buckets heaped and forks fully loaded.

#### **Dig in**

Breakout force has been increased substantially over our previous models, to make lifting heavy loads easier. Helps heap the bucket and keep big loads coming, too.



**MASSIVE BUCKET  
BREAKOUT FORCES  
AND AUXILIARY FLOW**

# ROOM WITH A VIEW

## EFFICIENT OPERATION THAT'S EASY TO SEE.

Spacious, comfortable cab is tightly sealed to keep out noise and dust. Available options include a four-season cab, Bluetooth® radio, and a heated seat.

### Your controls, your way

Choose from four different control styles and performance features:

- Standard equipment: Electrohydraulic (EH) ISO-pattern joystick controls on the 325G, 331G, and 333G
- Optional ISO-H switchable joystick controls and EH joystick performance package\*
- Optional EH 4-way switchable controls, including EH foot control, ISO joystick control, H-pattern joystick control, and ISO and foot controls on the 331G and 333G
- Optional ISO controls with programmable detents with the EH joystick performance package\* and the EH boom performance package on the 331G and 333G†

*\*EH joystick performance package features switchable accelerator/decelerator, selectable propel speeds, creep control, boom- and bucket-speed settings, and 12-volt 3- and 14-pin attachment-control harness with dash-mounted 4th-function rocker switch.*

*†EH boom performance package features include EH bucket self-level up and down, return to dig, return to carry, and boom-height kick-out.*

### Four-season comfort

Add a heated air-suspension seat to the heated and air-conditioned pressurized cab to enhance comfort no matter the weather.

### Get good grades

Available on the 330G and 332G, optional onboard grade-indication provides a real-time readout of cross-slope (roll of the machine) and mainfall slope (pitch of the machine) on the in-cab monitor:

- Reference **absolute value**, or machine relationship to an absolute flat plane, to easily grade a flat pad.
- Access **relative value**, or machine relationship to the existing grade, to make a steeper existing grade.

### Heads-up operation

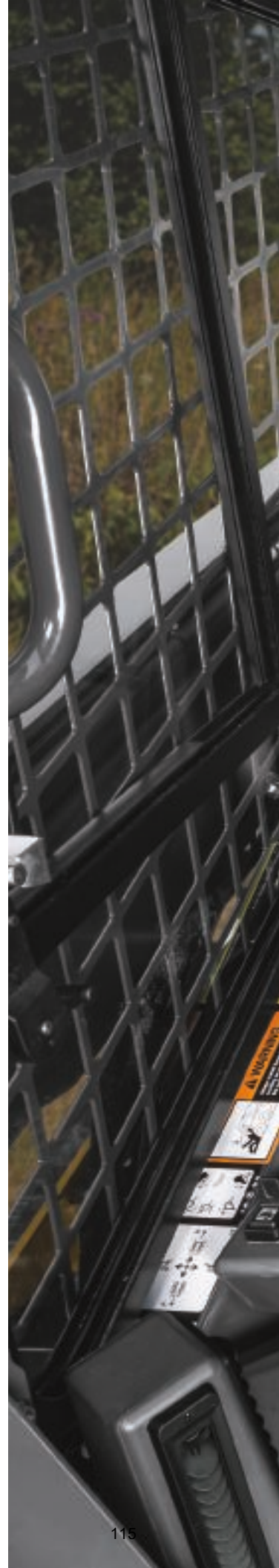
Easy-to-read LCD monitor provides a wealth of machine info and control — including vital operating conditions and advanced diagnostics.

### Lighten up

Excellent all-around visibility has been further enhanced with customer-inspired LED side-lighting and rearview-camera options.

### Push-button convenience

Optional sealed-switch module controls amenities such as keyless start and anti-theft settings, plus fingertip activation of numerous machine functions including optional ride control and self-leveling.





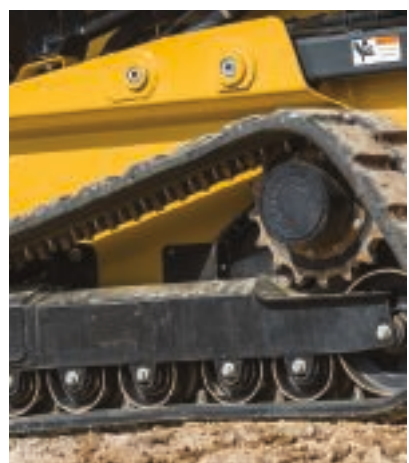
OPTIONAL  
**4-SEASON CAB**  
FOR ALL-WEATHER PRODUCTIVITY



# TOUGH ENOUGH

## UPTIME YOU CAN BANK ON.

Like all John Deere machines, the G-Series is loaded with features that help save time and money. When you know how they're built, you'll run a Deere.



### Cool idea

Unique V-plenum (325G) and Tri-Cool (331G and 333G) designs employ large coolers for impressive performance in severe, high-load conditions.

### In-boom hydraulics

Auxiliary hydraulic lines and wiring are routed through the boom where they're protected from damage.

### Handy component access

These CTLs share components such as engines with our skid steers and compact excavators, which streamlines the filters and fluids you need on hand when you run a Deere fleet.

### Beefed-up track components

Track is longer and rollers and idlers are wider on the 331G and 333G, to increase contact area. Plus, spacing has been optimized to help maximize track life.



# ***WORK OUR CONNECTIONS.***

## ***BE MORE THINGS TO MORE PEOPLE.***

If you're looking for a way to help build your business, John Deere attachments are a great place to start. With more than 100 models, these specialized and general-purpose additions enable you to broaden your abilities, work smarter, and accomplish even more.





### **Bucket choices abound**

Choose from rock, multipurpose, construction, utility, tooth, grading-heel, and rollout buckets in varying widths and capacities. Extreme-duty 90-in. tooth, serrated, or smooth-edge bucket lets you make the most of every cycle.



### **Clear it out**

A rugged root rake, rotary cutter, or mulching head can help tackle tough land-clearing tasks.

### **Snow business**

Equipped with optional zig-zag-style tracks and a snow blade, blower, or pusher, G-Series machines make quick work of cleaning up whatever winter drops your way.

### **Streetwise**

Perfect for concrete or asphalt flatwork, our angle brooms, vibratory rollers, cold planers, hydraulic hammers, and a wide range of buckets let you hit the ground running.

### **Landscape tools**

Landscape and nursery options include nursery forks, rotary tillers, planetary augers, pallet forks, power rakes, landplanes, dozer blades, and roller levels, to list just a few.

### **Farm hands**

For handling hay, cleaning pens, rebedding stalls, or numerous other agricultural chores, we've got the bale huggers, bale spears, silage defacers, grapples, material/manure scrapers, forks, and buckets to get it done.

### **Get attached**

Universal Quik-Tatch™ enables you to go from bucket, to forks, to whatever, in just seconds, to accomplish more with one machine. Generous standard and optional high-flow auxiliary hydraulics let you effortlessly run powered attachments such as planetary augers, hydraulic hammers, and trenchers.

---

# ***WE SWEAT THE DETAILS***

*SO YOU DON'T HAVE TO.*

## **Simplified checks**

Color-coded handles and caps on conveniently positioned dipstick and filler necks simplify checks and additions. Handy access eases refills of both fuel and diesel exhaust fluid (DEF)\* tanks. See-through reservoirs and sight gauges reveal hydraulic oil and windshield washer fluid levels at a glance.

*\*331G and 333G only; DEF fluid not required on the 325G.*

## **Full-tilt service**

Tilt the hood up for convenient access from ground level to dipstick, fuel- and fluid-filler necks, and filters. For wide-open drivetrain access, the operator's station swings up and out of the way in less than five minutes.

## **Generous power**

Turbocharged diesels meet rigid emission standards, run smooth, and pack plenty of power and torque.



---

**Easy interior maintenance**

If you're a neat freak or run a rental yard, you'll appreciate the convenient cab-footwell floor access that helps speed cleanout. Cab side windows also remove easily for cleaning.

**Convenient cooler cleanout**

Hinged hood and easy-to-remove side shields yield wide-open access to coolers, simplifying core cleanout. Fan option can be set to automatically reverse to clear core-clogging buildup.

**JDLink™ machine monitoring**

Optional JDLink provides machine data and health alerts to help you decrease costly downtime.





# 325G SPECIFICATIONS

Engine		325G
Manufacturer and Model	Yanmar 4TNV98CT	Yanmar 4TNV98T
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV	EPA Interim Tier 4/EU Stage IIIA
Cylinders	4	4
Gross Rated Power (ISO 14396)	54.8 kW (74 hp) at 2,500 rpm	55.0 kW (74 hp) at 2,500 rpm
Net Power (SAE J1349 / ISO 9249)	52.5 kW (70 hp) at 2,500 rpm	52.7 kW (71 hp) at 2,500 rpm
Peak Torque	280 Nm (207 lb.-ft.) at 1,800 rpm	284 Nm (209 lb.-ft.) at 1,800 rpm
Displacement	3.3 L (203 cu. in.)	3.3 L (203 cu. in.)
Rated Engine Speed	2,500 rpm	2,500 rpm
Torque Rise	34% at 1,800 rpm	36% at 1,800 rpm
Aspiration	Turbocharged	Turbocharged
Air Cleaner	Dry dual element	Dry dual element
Cooling		
Fan Type	Variable-speed hydraulic drive standard / reversing fan drive optional	
Powertrain		
Pump	Axial-piston hydrostatic	
Controls	Electrohydraulic	
Travel Speeds		
Single Speed, Standard	9.3 km/h (5.8 mph)	
2 Speed, Optional		
Low	8.4 km/h (5.2 mph)	
High	13.2 km/h (8.2 mph)	
Brake	Integral, automatic, spring-applied, hydraulically released wet-disc brake	
Undercarriage		
Rubber Tracks	Smooth-ride long-life rubber with steel inserts	
Track Width		
Standard	320 mm (12.6 in.)	
Optional	400 mm (15.8 in.)	
Ground Pressure		
Standard 320-mm (12.6 in.) Track	39.3 kPa (5.7 psi)	
Optional 400-mm (15.8 in.) Track	32.4 kPa (4.7 psi)	
Track Rollers (per side)	4 triple-flange smooth-ride all-steel rollers	
Track Idlers (per side)	2 double-flange smooth-ride all-steel rollers	
Bearings/Seals (rollers/idlers)	Heavy-duty journal bearings and metal face seals	
Tractive Effort	3859 kgf (8,500 lbf)	
Hydraulics		
Pump Flow		
Standard	70 L/m (19 gpm)	
Total with High-Flow Option	101 L/m (27 gpm)	
System Pressure at Couplers	23 787 kPa (3,450 psi)	
Hydraulic Horsepower Flow (calculated)		
Standard	27.9 kW (37.4 hp)	
High	40.1 kW (53.7 hp)	
Cylinders		
Type	John Deere heat-treated, chrome-plated polished cylinder rods, hardened steel (replaceable bushings) pivot pins	

# 325G SPECIFICATIONS

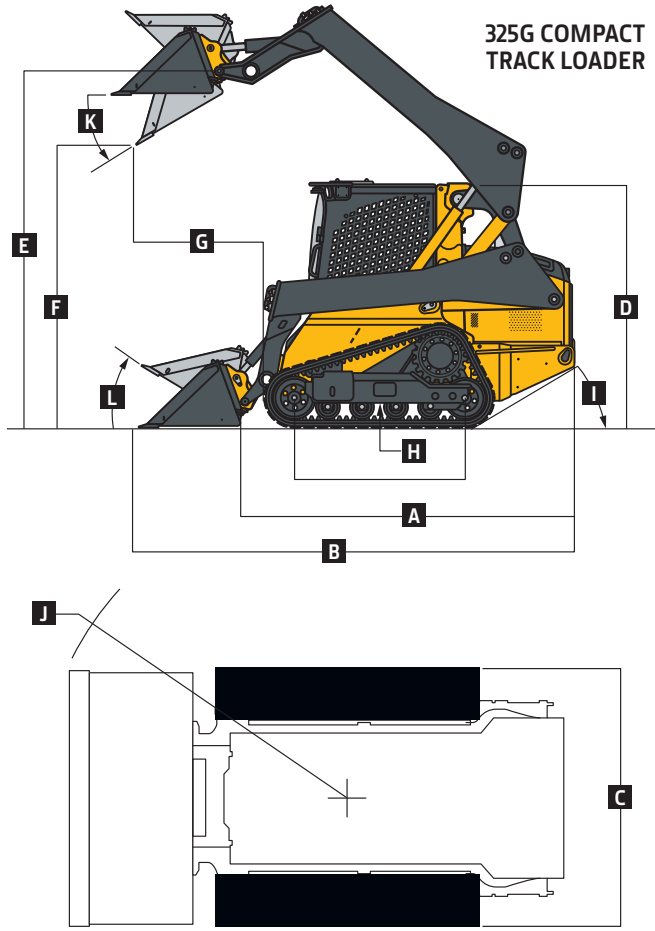


<b>Electrical</b>	<b>325G</b>
Voltage	12 volt
Battery Capacity	750 CCA standard / 925 CCA optional
Alternator Rating	75 amp
<b>Lights</b>	Halogen, 2 front and 1 rear
<b>Operator's Station</b>	
ROPS (ISO 3471) / FOPS (ISO 3449) structure with quick-pivot standard	
<b>Serviceability</b>	
<b>Refill Capacity</b>	
Fuel Tank	79 L (21 gal.)
<b>Operating Weights</b>	

	<i>EPA Final Tier 4/EU Stage IV and EPA Interim Tier 4/EU Stage IIIA</i>
With Standard 320-mm (12.6 in.) Track	4313 kg (9,500 lb.)
With Optional 400-mm (15.8 in.) Track	4381 kg (9,650 lb.)

<b>Machine Dimensions</b>	
<b>A</b> Length without Bucket	2.85 m (112.3 in.) (9 ft. 4 in.)
<b>B</b> Length with Foundry Bucket	3.46 m (136.3 in.) (11 ft. 4 in.)
<b>C</b> Width without Bucket	
With 320-mm (12.6 in.) Track	1.82 m (71.5 in.) (6 ft. 0 in.)
With 400-mm (15.8 in.) Track	1.90 m (74.7 in.) (6 ft. 3 in.)
<b>D</b> Height to Top of ROPS	2.06 m (81.1 in.) (6 ft. 9 in.)
<b>E</b> Height to Hinge Pin	3.20 m (126.1 in.) (10 ft. 6 in.)
<b>F</b> Dump Height with Foundry Bucket	2.59 m (102.1 in.) (8 ft. 6 in.)
<b>G</b> Dump Reach	
With Foundry Bucket	0.75 m (29.7 in.)
With Construction Bucket with Edge	0.94 m (37 in.) (3 ft. 1 in.)
<b>H</b> Ground Clearance	0.24 m (9.3 in.)
<b>I</b> Angle of Departure	30.5 deg.
<b>J</b> Front Turn Radius with Foundry Bucket	2.03 m (80 in.) (6 ft. 8 in.)
<b>K</b> Dump Angle (full lift height)	41 deg.
<b>L</b> Bucket Rollback (ground level)	34 deg.

<b>Loader Performance</b>	<i>EPA Final Tier 4/EU Stage IV and EPA Interim Tier 4/EU Stage IIIA</i>
Tipping Load	3360 kg (7,400 lb.)
SAE Rated Operating Capacity with Foundry Bucket	
At 35% Tipping Load	1176 kg (2,590 lb.)
At 50% Tipping Load	1634 kg (3,600 lb.)
<b>Boom Breakout Force</b>	
With Foundry Bucket	2384 kg (5,250 lb.)
With Construction Bucket	2154 kg (4,750 lb.)
<b>Bucket Breakout Force</b>	
With Foundry Bucket	3973 kg (8,750 lb.)
With Construction Bucket	2724 kg (6,000 lb.)





# 331G / 333G SPECIFICATIONS

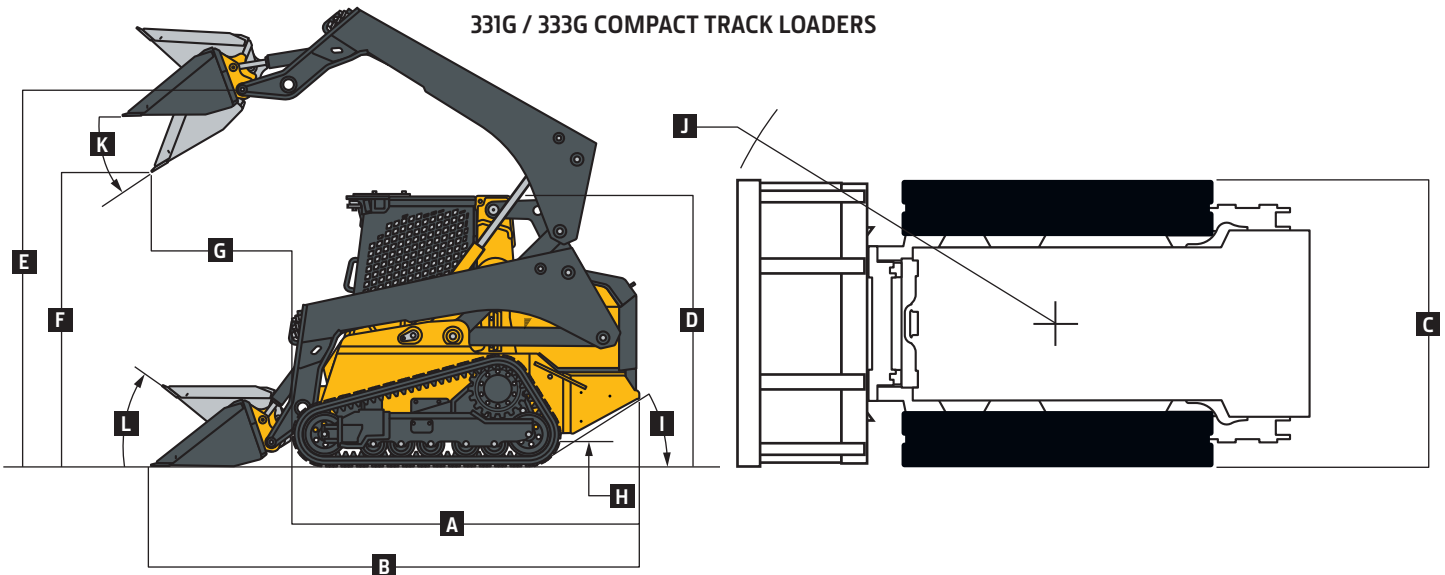
Engine	331G	333G
Manufacturer and Model	Yanmar 4TNV94FHT	Yanmar 4TNV94CHT
Non-Road Emission Standards	EPA Final Tier 4/ EU Stage IV	EPA Interim Tier 4/ EU Stage IIIB
Cylinders	4	4
Gross Rated Power (ISO 14396)	68.0 kW (91.2 hp) at 2,500 rpm	74.6 kW (100 hp) at 2,500 rpm
Net Peak Power (SAE J1349 / ISO 9249)	66.0 kW (88.5 hp) at 2,500 rpm	72.0 kW (96.6 hp) at 2,500 rpm
Peak Torque	382 Nm (281.8 ft.-lb.) at 1,700 rpm	395 Nm (291.3 ft.-lb.) at 1,700 rpm
Displacement	3.1 L (186.3 cu. in.)	3.1 L (186.3 cu. in.)
Rated Engine Speed	2,500 rpm	2,500 rpm
Torque Rise	47% at 1,700 rpm	39% at 1,700 rpm
Aspiration	Turbocharged, intercooled	Turbocharged, intercooled
Air Cleaner	Dry dual element	Dry dual element
<b>Cooling</b>	<b>331G / 333G</b>	
Fan Type	Variable-speed hydraulic drive standard / reversing fan drive optional	
<b>Powertrain</b>	<b>331G</b>	<b>333G</b>
Pump	Axial-piston hydrostatic	Axial-piston hydrostatic
Controls	Electrohydraulic	Electrohydraulic
Travel Speeds		
Low	8.5 km/h (5.3 mph)	8.5 km/h (5.3 mph)
High	12.6 km/h (7.8 mph)	12.6 km/h (7.8 mph)
<b>Brakes</b>	Integral, automatic, spring-applied, hydraulically released wet-disc brake	
<b>Undercarriage</b>	<b>Rubber Tracks</b>	
Track Width	Smooth-ride long-life rubber with steel inserts	
Standard	400 mm (15.8 in.)	450 mm (17.7 in.)
Optional	450 mm (17.7 in.)	400 mm (15.8 in.)
Ground Pressure		
400-mm (15.8 in.) Track (standard on 331G / optional on 333G)	38.1 kPa (5.5 psi)	38.4 kPa (5.6 psi)
450-mm (17.7 in.) Track (optional on 331G / standard on 333G)	33.9 kPa (4.9 psi)	34.1 kPa (5.0 psi)
Track Rollers (per side)	5 triple-flange smooth-ride all-steel rollers	5 triple-flange smooth-ride all-steel rollers
Track Idlers (per side)	2 double-flange smooth-ride all-steel rollers	2 double-flange smooth-ride all-steel rollers
Bearings/Seals (rollers/idlers)	Heavy-duty journal bearings and metal face seals	Heavy-duty journal bearings and metal face seals
Tractive Effort	5221 kgf (11,500 lbf)	5221 kgf (11,500 lbf)
<b>Hydraulics</b>		
Pump Flow		
Standard	80 L/m (23.5 gpm)	95 L/m (25.0 gpm)
Total with High-Flow Option	138 L/m (36.5 gpm)	156 L/m (41.1 gpm)
System Pressure at Couplers	23 787 kPa (3,450 psi)	23 787 kPa (3,450 psi)
Hydraulic Horsepower Flow (calculated)		
Standard	35 kW (47 hp)	38 kW (50 hp)
High	55 kW (74 hp)	62 kW (83 hp)
<b>Cylinders</b>	<b>331G / 333G</b>	
Type	John Deere heat-treated, chrome-plated, polished cylinder rods, hardened steel (replaceable bushings) pivot pins	
<b>Electrical</b>		
Voltage	12 volt	
Battery Capacity	925 CCA	
Alternator Rating	90 amp	
Lights	Halogen: 2 front and 1 rear standard / deluxe LED: 4 front and 1 rear optional	
<b>Operator's Station</b>	ROPS (ISO 3471) / FOPS (ISO 3449) structure with quick-pivot standard	
<b>Serviceability</b>		
<b>Refill Capacity</b>		
Fuel Tank	114 L (30 gal.)	

# 331G / 333G SPECIFICATIONS



Operating Weight	331G		333G	
	<i>EPA Final Tier 4/ EU Stage IV</i>	<i>EPA Interim Tier 4/ EU Stage IIIB</i>	<i>EPA Final Tier 4/ EU Stage IV</i>	<i>EPA Interim Tier 4/ EU Stage IIIB</i>
With Standard 400-mm (15.8 in.) Track	5403 kg (11,900 lb.)	5357 kg (11,800 lb.)	—	—
With Standard 450-mm (17.7 in.) Track	—	—	5493 kg (12,100 lb.)	5448 kg (12,000 lb.)
Machine Dimensions	331G / 333G			
<b>A</b> Length without Bucket	3.10 m (122 in.) (10 ft. 2 in.)			
<b>B</b> Length with Foundry Bucket	3.71 m (146 in.) (12 ft. 2 in.)			
<b>C</b> Width without Bucket	2.00 m (78.9 in.) (6 ft. 7 in.)			
With 400-mm (15.8 in.) Track	2.00 m (78.9 in.) (6 ft. 7 in.)			
With 450-mm (17.7 in.) Track	2.05 m (80.7 in.) (6 ft. 9 in.)			
<b>D</b> Height to Top of ROPS	2.20 m (86.7 in.) (7 ft. 3 in.)			
<b>E</b> Height to Hinge Pin	3.35 m (132 in.) (11 ft. 0 in.)			
<b>F</b> Dump Height with Foundry Bucket	2.69 m (106.1 in.) (8 ft. 10 in.)			
<b>G</b> Dump Reach	0.71 m (28 in.)			
With Foundry Bucket	0.71 m (28 in.)			
With Construction Bucket (no edge)	0.88 m (34.6 in.)			
<b>H</b> Ground Clearance	0.24 m (9.4 in.)			
<b>I</b> Angle of Departure	31 deg.			
<b>J</b> Front Turn Radius with Foundry Bucket	2.18 m (85.7 in.) (7 ft. 2 in.)			
<b>K</b> Dump Angle (full lift height)	48 deg.			
<b>L</b> Bucket Rollback (ground level)	35 deg.			

331G / 333G COMPACT TRACK LOADERS



Loader Performance	331G	333G
	<i>EPA Final Tier 4/EU Stage IV and EPA Interim Tier 4/EU Stage IIIB</i>	<i>EPA Final Tier 4/EU Stage IV and EPA Interim Tier 4/EU Stage IIIB</i>
Tipping Load with Foundry Bucket	4021 kg (8,857 lb.)	4799 kg (10,570 lb.)
SAE Rated Operating Capacity		
At 35% Tipping Load	1407 kg (3,100 lb.)	1680 kg (3,700 lb.)
At 50% Tipping Load	2011 kg (4,429 lb.)	2399 kg (5,285 lb.)
Boom Breakout Force		
With Foundry Bucket	2724 kg (6,000 lb.)	3746 kg (8,250 lb.)
With Construction Bucket	2724 kg (6,000 lb.)	3519 kg (7,750 lb.)
Bucket Breakout Force		
With Foundry Bucket	4688 kg (10,325 lb.)	6243 kg (13,750 lb.)
With Heavy-Duty Construction Bucket	3450 kg (7,600 lb.)	4200 kg (9,250 lb.)

# Additional equipment

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

325G	331G	333G	Engine
●	●	●	Meets EPA Final Tier 4/EU Stage IV emissions
▲			Meets EPA Interim Tier 4/EU Stage IIIA emissions
	▲	▲	Meets EPA Interim Tier 4/EU Stage IIIB emissions
●			Yanmar 4TNV98CT
▲			Yanmar 4TNV98T
	●	●	Yanmar 4TNV94FHT
	▲	▲	Yanmar 4TNV94CHT
●	●	●	Auto-idle
●	●	●	Automatic fan tensioner
●	●	●	Automatic preheat
●	●	●	Electronic injection system
▲	▲	▲	Engine air precleaner kit
●			Fuel tank, 79 L (21 gal.)
	●	●	Fuel tank, 114 L (30 gal.)
●	●	●	John Deere COOL-GARD™ II Extended-Life Engine Coolant
●	●	●	John Deere Plus-50™ 10w30 initial engine oil fill <sup>6</sup>
●			4-cylinder 54.8 kW (74 gross hp)/ 52.5 kW (70 net hp), 3.3-L (203 cu. in.) displacement
	●		4-cylinder 68.0 kW (91.2 gross hp)/ 66.0 kW (88.5 net hp), 3.1-L (186.3 cu. in.) displacement
		●	4-cylinder 74.6 kW (100 gross hp)/ 72.0 kW (96.6 net hp), 3.1-L (186.3 cu. in.) displacement
●	●	●	5-micron primary fuel filter and water separator
▲	▲	▲	Cold-weather starting package
<b>Cooling System</b>			
●	●	●	Coolant surge tank
●	●	●	Variable-speed hydraulically driven fan cooling system
▲	▲	▲	Reversing fan drive
<b>Powertrain</b>			
●	●	●	High-torque heavy-duty planetary-reduction final drive
●	●	●	Automatic spring-applied hydraulically released wet-disc park brake
●	●	●	Wet-disc brakes
●			Transmission, single speed
▲	●	●	Transmission, 2 speed
<b>Hydraulic System</b>			
●	●	●	John Deere hydraulic cylinders with cushioned boom cylinders
●	●	●	John Deere heat-treated, chrome-plated cylinder rods with replaceable bushings
●	●	●	Connect-under-pressure auxiliary couplers
●	●	●	Quick-check hydraulic fluid-level sight glass
●	●	●	1,000-hour, 5-micron hydraulic filter

325G	331G	333G	Hydraulic System (continued)
▲	▲	▲	High-flow hydraulics
●	●	●	Axial-piston hydrostatic pump
<b>Electrical</b>			
●	●	●	Automatic engine/hydraulic shutdown protection system
●	●	●	Auxiliary hydraulics operator-presence system
●	●	●	Courtesy lighting
●	●	●	Deluxe instrumentation EMU with: Operator-selectable monitoring – Hour meter, engine rpm, battery voltage, diagnostics, EMU configuration, engine coolant temperature, hydraulic oil temperature / LED warning indicators – Glow plug, seat switch, seat belt, door open, auxiliary hydraulics, park brake engaged, 2-speed engaged, stop, low engine oil pressure, engine coolant over-temperature, battery not charging, air filter restriction, and hydraulic filter restriction
▲	▲	▲	Deluxe LED lighting package with additional cab-integrated side lights (2)
●	●	●	Front and rear halogen work lights
●	●	●	Triple-interlock operator-presence control system
●	●	●	Backup alarm
●			Battery, 750 CCA
▲	●	●	Battery, 925 CCA
●	●	●	Horn
▲	▲	▲	Hazard warning lights
▲	▲	▲	Strobe light, amber
<b>Operator's Station</b>			
●	●	●	Deluxe cab headliner
●	●	●	Electrohydraulic (EH) ISO-pattern joystick controls
▲	▲	▲	ISO-H switchable joystick controls and EH joystick performance package*
	▲	▲	EH 4-way switchable controls include EH foot control, ISO joystick control, H-pattern joystick control, and ISO and foot controls
	▲	▲	ISO controls with programmable detents and EH boom performance package; <sup>1</sup> also includes EH joystick performance package*
	▲	▲	Onboard grade indication: Grade-control option delivers onboard readout within LCD monitor that provides slope of blade (cross-slope direction) and mainfall (fore/aft direction) within ±0.5-percent accuracy
▲	●	●	Keyless-start sealed-switch module with integrated anti-theft system and operator memory preference settings
●	●	●	Electronic push-button auxiliary controls
●	●	●	Pull-down adjustable lap bar
●	●	●	Quick-pivot ROPS
●	●	●	Rear window

325G	331G	333G	Operator's Station (continued)
●	●	●	Removable top window
▲	▲	▲	Sliding/locking/removable glass side windows
●	●	●	ROPS/FOPS operator structure
▲	▲	▲	Glass cab enclosure
●	●	●	Seat belt, 51 mm (2 in.), retractable
▲	▲	▲	Shoulder belt, 51 mm (2 in.) or 76 mm (3 in.)
▲	▲	▲	Severe-duty cab door and wiper system
●	●	●	Water-shedding deluxe vinyl suspension seat
▲	▲	▲	Air-ride cloth, heated seat
▲	▲	▲	Air-ride vinyl seat
●	●	●	12-volt power port / Dome light / Cargo storage / Beverage holder
▲	▲	▲	Air conditioning with heater/defroster
▲	▲	▲	AM/FM radio with auxiliary input and Bluetooth® for audio streaming
▲	▲	▲	Floor mat with left footrest
●	●	●	Rearview mirror
▲	▲	▲	Rearview camera
<b>Loader</b>			
●	●	●	In-cab boom lockout to secure loader before exiting seat
●	●	●	Patented John Deere Quik-Tatch™ (no grease required)
▲	▲	▲	Power Quik-Tatch
●	●	●	Patented John Deere vertical-lift boom
▲	▲	▲	Hydraulic self-leveling on/off and ride control
<b>Other</b>			
●	●	●	Convenient front and rear tie-downs
●	●	●	Environmental drains for all fluid reservoirs
▲	▲	▲	Chrome exhaust stack
▲	▲	▲	Engine oil/hydraulic fluid-sampling kit
▲	▲	▲	Forestry protection packages
▲	▲	▲	Heavy-duty rear grille
▲	▲	▲	Rear counterweights (available in sets of 1, 2, or 3), 78 kg (172 lb.) (each set)
▲	▲	▲	Single-point lift kit
▲	▲	▲	SMV sign kit
●			Track, 320-mm (12.6 in.) wide
▲	●	▲	Track, 400-mm (15.8 in.) wide
	▲	●	Track, 450-mm (17.7 in.) wide
▲	▲	▲	JDLINK™ wireless communication system (available in specific countries; see your dealer for details)

<sup>6</sup>500-hour engine oil-change intervals when John Deere Plus-50 oil and John Deere oil filter are used.

\*EH joystick performance package features switchable accelerator/decelerator, selectable propel speeds, creep control, boom- and bucket-speed settings, and 12-volt 3- and 14-pin attachment-control harness with dash-mounted 4th-function rocker switch.

<sup>1</sup>EH boom performance package features include EH bucket self-level up and down, return to dig, return to carry, and boom-height kick-out.

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan, at standard conditions per SAE J1349 and DIN 6270B, using No. 2-D fuel at 35 API gravity. Gross power is without cooling fan. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on units with standard equipment, full fuel tanks, and 79-kg (175-lb.) operator.





## Diana Asanza

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**From:** Sullivan Michael <Michael.Sullivan@Nortrax.com>  
**Sent:** Thursday, February 11, 2021 10:53 AM  
**To:** Diana Asanza  
**Cc:** Connell Glenn  
**Subject:** O.O.B. PUBLIC WORKS DEPARTMENT NEW TRACK SKID STEER LOADER - Nortrax add'l info 2.11.21  
**Attachments:** [Untitled].pdf; ITG-BROCHURE-CTL-325-331-333G-EN (2).pdf; Towmaster T012D trailer spec sheet.pdf; ITG-BROCHURE-ATC-Power\_Rakes-R4-EN (1).pdf

\*\*\*EXTERNAL\*\*\*

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

Diana,

This is a forward of the original bid email sent in Tuesday.  
Original attachments: First attachment is the bid, second is the machine brochure (331G), third is the trailer brochure (included in bid) model T-12D.

I added the fourth attachment which is a brochure for the "power box rake" which we included in the bid price. The one we included is a PR96 model in the brochure.

**The Grader Attachment add-on:**

John Deere PD84 - 84" box blade made by Level Best Precision Grading for John Deere Topcon 2D grade guidance READY for adding at later date.

**Sell price: \$18,500 including FT.**

Info below:

# Level Best® Dual Mast PD Series Box Blades

## Compact Construction Equipment

**REGION:** United States and Canada

**ATTN:** Sales Managers, Parts Managers, Service Managers, General Managers, Training Coordinators, and Grade Control Specialists

John Deere Compact Construction Equipment (CCE) is pleased to introduce a new referral program with the leading manufacturer of grading attachments, Level Best®. The Level Best® Dual Mast PD Series box blades. Three available models will improve productivity on John Deere Skid Steer Loader (SSL) and Compact Track Loaders (CTL). The John Deere / Level Best® referral program allows John Deere CCE dealers to sell Level Best® branded box blades. This program also allows the use of low rate financing through John Deere Financial.



The Level Best® box blade attachments come with the following features:

- 2D or 3D Topcon grade control ready
- Push-pull design pushes and pulls material for fine grading
- Two cylinders to provide cross-slope operation
- All cutting edges are reversible
- Convex mirror allows material visibility
- Powder-coated paint finish
- Foam-filled tires on oscillating axle
- Universal mount skid steer compatible
- 1-1/2" diameter mast pole – quantity 2

MODEL	WIDTH	FRONT CAPACITY	REAR CAPACITY	WEIGHT
PD-72	1.83 M (72 in.)	0.33 M <sup>3</sup> (11.5 ft <sup>3</sup> )	0.20 M <sup>3</sup> (7.0 ft <sup>3</sup> )	916 Kg (2020 lbs.)
PD-84	2.13 M (84 in.)	0.38 M <sup>3</sup> (13.4 ft <sup>3</sup> )	0.23 M <sup>3</sup> (8.0 ft <sup>3</sup> )	939 Kg (2070 lbs.)
PD-96	2.44 M (96 in.)	0.43 M <sup>3</sup> (15.3 ft <sup>3</sup> )	0.25 M <sup>3</sup> (9.0 ft <sup>3</sup> )	977 Kg (2155 lbs.)

# APPLICATIONS

<b>COMMON APPLICATIONS</b>	
<b>Concrete Subgrade</b>	Level Best® laser grading boxes were first used in the concrete industry to create the base for flatter, better quality slabs. Maintaining a flat subgrade before and during a pour is essential to quality concrete slabs and minimizing overages. Level Best® boxes deliver.
<b>Parking Lots</b>	Parking lots and their large flat areas are a natural application for laser grading. Level Best® grading boxes help create the subgrade necessary for a consistent paving surface. They help eliminate costly material overages, contributing to a better bottom line.
<b>Fine Grading</b>	Level Best® grading boxes excel anywhere a flat consistent surface grade is required. Applications include general excavation, pole building construction, sidewalk pours, storage rental facility construction and more.
<b>Golf Course Tee Boxes</b>	Level Best® laser grading boxes make quick work of rebuilding golf course tees and other locations around the course. Superintendents and managers love how easy it is to create the correct slope with very tight tolerances.
<b>Athletic Fields</b>	Building a superior grade into a sports field makes maintenance easier. A consistently smooth playing surface is important to player safety and athletic performance. Level Best® grading boxes help create and maintain prime playing conditions at all levels of play, from youth to scholastic, collegiate and professional levels.
<b>Horse Arenas</b>	Sure-footing is critical to health, safety and enjoyment for both horse and rider in equestrian training and show venues. Level Best® grading equipment not only maintains the correct grade, it also helps control material depth for edge-to-edge consistency throughout the arena. Level Best® equipment is used at some of the world's premier equestrian facilities.
<b>Emerging Markets</b>	Level Best® grading boxes are highly compatible with GPS, sonic sensors and total stations. All these control technologies are being used with Level Best® grading boxes for jobs like grading railroad ballast, preparing explosive beds for mining, placing materials at curbs and gutters on roads and streets, golf course renovation and more.

Thank You,

Mike Sullivan  
 General Manager  
 Nortrax, A John Deere Company  
 (207)773-3777 (office)  
 (207)317-1325 (mobile)  
 396 County Rd.  
 Westbrook, ME 04092  
[www.nortrax.com](http://www.nortrax.com)  
[nortrax.com/privacy-policy](http://nortrax.com/privacy-policy)

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---

**From:** Connell Glenn <Glenn.CConnell@Nortrax.com>  
**Sent:** Thursday, February 11, 2021 9:51 AM  
**To:** Sullivan Michael <Michael.Sullivan@Nortrax.com>  
**Subject:** Fwd: PUBLIC WORKS DEPARTMENT NEW TRACK SKID STEER LOADER

Get [Outlook for iOS](#)

---

**From:** Connell Glenn  
**Sent:** Tuesday, February 9, 2021 8:18:47 AM  
**To:** Jennifer Hayes <jhayes@oobmaine.com>  
**Subject:** PUBLIC WORKS DEPARTMENT NEW TRACK SKID STEER LOADER

THANK YOU FOR THE OPPORTUNITY TO BID THE NEW TRACK SKID STEER. JUST A QUICK REMINDER AS A DEALER WE HAVE FOUR FULL TIME ROAD TECHS AND ELEVEN IN HOUSE SHOP TECHS TO SERVICE YOUR MACHINE. WE PRIDE OURSELVES ON OUR CUSTOMER SUPPORT WHEN IT COMES TO PARTS AND SERVICE AND DELIVERING THE BEST MACHINE POSSIBLE. I LOOK FORWARD TO HEARING HOW THE BID GOES PLEASE LET ME KNOW IF THERE ARE ANY QUESTIONS OR CONCERNS..

THANKS AGAIN GLENN..

GLENN CONNELL  
TERRITORY MANAGER  
NORTRAX INC., A JOHN DEERE COMPANY  
396 COUNTY ROAD  
WESTBROOK, ME 04092  
CELL PHONE (207)-560-7392  
OFFICE: (207)-773-3777  
FAX: (207)-773-6325

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# PUBLIC WORKS DEPARTMENT NEW TRACKED SKID STEER LOADER



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

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

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

28 Jasper Mine Road  
Colchester, VT 05446-1844  
PH VT (802) 893-1555  
PH NY (518) 563-3040  
FAX (802) 893-1230



**Maine**

<b>Presque Isle</b> 260 Missile St 207-498-3196	<b>BANGOR</b> 59 Contractor Dr 207-848-2050	<b>SCARBOROUGH</b> 14 Gibson Rd 207-885-0600	<b>KNOX</b> 3 Knox Ridge Rd S 207-588-3245
			<b>NH</b> <b>CONCORD</b> 231 Sheep Davis (603) 225-6621
			<b>VT</b> <b>COLCHESTER</b> 28 Jasper Mine Rd (802)893-1555

## Quotation

Date: **2/3/2021**

<b>To:</b> TOWN OF OLD ORCHARD BEACH 1 PORTLAND AVE OLD ORCHARD BEACH, ME 04064	<table border="0" style="width: 100%;"> <tr> <td>Phone</td> <td>207-934-5714</td> </tr> <tr> <td>Cell Phone</td> <td></td> </tr> <tr> <td>E-Mail</td> <td>jcooper@oobmaine.com</td> </tr> <tr> <td>County</td> <td>York</td> </tr> </table>	Phone	207-934-5714	Cell Phone		E-Mail	jcooper@oobmaine.com	County	York
Phone	207-934-5714								
Cell Phone									
E-Mail	jcooper@oobmaine.com								
County	York								
<b>Attn:</b> Joe Cooper									

<b>Equip:</b>	<b>CASE TV450B B Series Compact Track Loader</b>	<b>NU5816</b>
<b>Spec:</b>	CAB/AC, LCD DISPLAY, CLOTH HEATED AIR SEAT, AM-FM-MP3, RADIO, EH CONTROLS WITH PATTERN CHANGER, 2 SPEED DRIVE,, 17.7" RUBBER TRACKS, RIDE CONTROL, HYDRAULIC COUPLER, WITH 84" BKT & BOLT ON EDGE, AUXILIARY HYDRAULICS WITH, HIGH FLOW, BLOCK HEATER, 1 WAY SELF LEVEL, HEAVY DUTY, REAR DOOR, VERTICAL LIFT. 84 NET HP, 11,500 OP WEIGHT,, 4500 LB OPERATING CAPACITY, 9000 LB TIP LOAD	

Options Incl	
<b>TV450 Purchase Price</b>	<u>\$73,400.00</u>
<b>84" Hydraulic Power Rake</b>	<u>\$9,200.81</u>
<b>18K Tilting Equipment Trailer</b>	<u>\$10,770.00</u>
<b>84" Power Grade Box</b>	<u>\$12,347.00</u>
<b>Less Trade In: BOBCAT S650 Serial # A3NV15197</b>	<u>-\$15,000.00</u>
<b>Sub Total</b>	<u>\$90,717.81</u>
<b>ME Tax &amp; Fees</b>	<u>                    </u>
<b>Misc</b>	<u>                    </u>
<b>2 Year Full Machine Warranty, 2 Year Engine Warranty</b>	<u>                    </u>
<b>Total</b>	<u>\$90,717.81</u>

Finance	Lease
Term _____	Lease Term _____
Int Rate* _____	Annual Hours _____
Payoff _____	Advance Payt _____
Down Pay't _____	<input type="checkbox"/> RV _____
Payment _____	Payment _____

\* Interest Rates quoted are subject to change without notice.

Beauregard Equipment \_\_\_\_\_ Customer \_\_\_\_\_

QUOTE FORM

NEW TRACKED SKID STEER LOADER

We the undersigned agree to furnish The Town of Old Orchard Beach with the equipment described:

*Any exceptions to the Loader Specifications must be listed on the quote form.*

MANUFACTURER: Case YEAR: 2021

MODEL: TV450B DELIVERY DATE: 60 Days

TOTAL PRICE \$ 105,717.81

TOTAL TRADE-IN PRICE: \$ 15,000.00

*2012 Bobcat S650 Skid Steer Loader with 847 hours +/- and with a 2013 80" heavy duty bucket*

NET PRICE LESS TRADE-IN VALUE: 90,717.81

EXCEPTIONS TO SPECIFICATIONS: \_\_\_\_\_

COMPANY NAME: Beauregard Equipment Inc.

ADDRESS: 14 Gibson Rd.

CITY/TOWN: Scarborough STATE/ZIP: ME

TELEPHONE: 885-0600 FAX: 885-0514

AUTHORIZED SIGNATURE:  DATE: 2-2-21

TITLE: Branch Manager



Wear Parts—Wire Rope & Assemblies

35 DAVES WAY  
HERMON, ME 04401  
TELEPHONE: 207-848-9036  
FAX: 207-848-9037

18 BLACKSTRAP ROAD  
WEST FALMOUTH, ME 04105  
TELEPHONE: 207-797-2240  
FAX: 207-878-3506  
INCOMING ME: WAT'S 800-423-8873

744 CLOUGH MILL ROAD  
PEMBROKE, NH 03275  
TELEPHONE: 603-228-3377  
FAX: 603-228-3564

COMPANY: *Town of OOB*

DATE: *2/8/2021*

ATTN: *LARRY MEAD*

SENDER: *Jordan Equipment*

FAX: *(207) 878-3506*

DEPT: *SALES*

RE: *SKID-STEER BID*

PAGES INCLUDING COVER SHEET:



QUOTE FORM

NEW TRACKED SKID STREER LOADER

We the undersigned agree to furnish The Town of Old Orchard Beach with the equipment described:

*Any exceptions to the Loader Specifications must be listed on the quote form.*

MANUFACTURER: BOBCAT YEAR: 2021

MODEL: T-270 DELIVERY DATE: 30-60 days

TOTAL PRICE \$ 67,498.40

TOTAL TRADE-IN PRICE: \$ 15,000.00

*2012 Bobcat S650 Skid Steer Loader with 847 hours +/- and with a 2013 80" heavy duty bucket*

NET PRICE LESS TRADE-IN VALUE: 52,498.40

EXCEPTIONS TO SPECIFICATIONS: NONE

COMPANY NAME: Jordan Equipment

ADDRESS: 18 Backstrap Rd

CITY/TOWN: FALMOUTH STATE/ZIP: ME 04105

TELEPHONE: (207) 797-2240 FAX: (207) 878-3506

AUTHORIZED SIGNATURE: [Signature] DATE: 2-8-2021

TITLE: SALES Rep.

Jordan Equipment Company, Falmouth, ME  
 18 BLACKSTRAP ROAD  
 FALMOUTH ME 04105  
 Phone: (207) 797-2240  
 Fax: (207) 878-3506

Quotation Number: 36008D036046

Date: 2021-02-08 09:06:56

<b>Ship to</b>	<b>Bobcat Specialist</b>
OOB PWD	Josh Ernest
Attn: LARRY MEAD	Phone: 207-797-2240
	Fax: 207-878-3506
O O B, ME 04105	Cellular: 207-650-4010
	E Mail:
	jernest@jordanequipmentne.com

Description	Part No	Qty	Price Ea.	Total
<b>T770 T4 Bobcat Compact Track Loader</b>	M0285	1		
P67 Performance Package	M0285-P06-P67	1		
Power Bob-Tach	2-Speed			
7-Pin Attachment Control Kit	Hydraulic Bucket Positioning			
High Flow				
C23 Comfort Package	M0285-P07-C23	1		
Enclosed Cab with AC/Heat	Standard Panel			
Sound Reduction	Adjustable Suspension Seat			
Cab Accessories Package				
Selectable Joystick Controls (SJC)	M0285-R01-C04	1		
Telematics US	M0285-R51-C02	1		
Rotating Beacon Kit	7129299	1		
Radio Kit	6988435	1		
80" Severe-Duty Bucket	7326129	1		
--- Bolt-On Cutting Edge, 80"	6718008	1		
<b>Description</b>	<b>Part No</b>	<b>Qty</b>		
TOWMASTER TRAILER T12-DT		1		

Total of Items Quoted			
Trade-in	BOBCAT S650		<b>(\$15,000.00)</b>
Discount	JORDAN DISCOUNT		<b>(\$32,466.56)</b>
Quote Total - US dollars			<b>\$52,498.40</b>

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

<b>Customer Acceptance:</b>	Purchase Order: _____
<b>Authorized Signature:</b>	
<b>Print:</b> _____	<b>Sign:</b> _____ <b>Date:</b> _____

Jordan Equipment Company, Falmouth, ME  
18 BLACKSTRAP ROAD  
FALMOUTH ME 04105  
Phone: (207) 797-2240  
Fax: (207) 878-3506

Quotation Number: 36008D036047

Date: 2021-02-08 09:11:05

<b>Ship to</b> OOB PWD Attn: LARRY MEAD  O O B, ME 04105	<b>Bobcat Specialist</b> Josh Ernest Phone: 207-797-2240 Fax: 207-878-3506 Cellular: 207-650-4010 E Mail: jernest@jordanequipmentne.com
--	---

Description	Part No	Qty	Price Ea.	Total
Grader, 108"	7182060	1	\$17,585.00	\$17,585.00
Total of Items Quoted				<b>\$17,585.00</b>
Discount	JORDAN DISCOUNT			<b>(\$5,076.00)</b>
Quote Total - US dollars				<b>\$12,509.00</b>

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

<b>Customer Acceptance:</b>	<b>Purchase Order:</b> _____
<b>Authorized Signature:</b>	
<b>Print:</b> _____	<b>Sign:</b> _____ <b>Date:</b> _____

Jordan Equipment Company, Falmouth, ME  
18 BLACKSTRAP ROAD  
FALMOUTH ME 04105  
Phone: (207) 797-2240  
Fax: (207) 878-3506

Quotation Number: 36008D036048

Date: 2021-02-08 09:13:13

**Ship to**

OOB PWD  
Attn: LARRY MEAD  
  
O O B, ME 04105

**Bobcat Specialist**

Josh Ernest  
Phone: 207-797-2240  
Fax: 207-878-3506  
Cellular: 207-650-4010  
E Mail:  
jernest@jordanequipmentne.com

Description	Part No	Qty	Price Ea.	Total
Soil Conditioner, 84-in Hydraulic Angle and Depth for High Flow machines	7135947	1	\$10,965.00	\$10,965.00
Total of Items Quoted				<b>\$10,965.00</b>
Discount JORDAN DISCOUNT				<b>(\$3,192.00)</b>
Quote Total - US dollars				<b>\$7,773.00</b>

**Notes:**

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Appendix A



*Proven Expertise & Integrity*

February 2, 2021

Town Council  
Town of Old Orchard Beach  
Old Orchard Beach, Maine

We were engaged by the Town of Old Orchard Beach and have audited the financial statements of the Town of Old Orchard Beach as of and for the year ended June 30, 2020. The following information, statements, schedules and tables have been excerpted from the 2020 financial statements, a complete copy of which, including our opinion thereon, will be available at the Town's office. Certain comparative information has been used from prior year audited financial statements. The information contained in this report should be used in conjunction with the audited financial statements as a whole and should not be used for any other purposes.

It has been our pleasure to work with the Town of Old Orchard Beach and we appreciate all the help and consideration provided by the Town's staff. If you have any questions or concerns please do not hesitate to contact us.

*RHR Smith & Company*

Certified Public Accountants

3 Old Orchard Road, Buxton, Maine 04093  
T. 800.300.7708 | 207.929.4606 | F. 207.929.4609  
[www.rhrsmith.com](http://www.rhrsmith.com)

Town of Old Orchard Beach

Balance Sheet – Governmental  
Funds  
June 30, 2020

	General Fund	CIP Public Works	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>				
Cash and cash equivalents	\$ 10,187,374	\$ -	\$ -	\$ 10,187,374
Investments	4,720,233	-	-	4,720,233
Accounts receivable (net of allowance for uncollectibles):				
Taxes	1,707,701	-	-	1,707,701
Tax liens	485,110	-	-	485,110
Other	229,611	-	82,415	312,026
Inventory	56,365	-	-	56,365
Prepaid items	2,124	-	-	2,124
Due from other funds	41,048	2,734,051	2,466,314	5,241,413
<b>TOTAL ASSETS</b>	<b>\$ 17,429,566</b>	<b>\$ 2,734,051</b>	<b>\$ 2,548,729</b>	<b>\$ 22,712,346</b>
<b>LIABILITIES</b>				
Accounts payable	\$ 257,887	\$ 3,201	\$ 230,544	\$ 491,632
Accrued payroll and related liabilities	61,147	-	-	61,147
Other liabilities	357,570	-	-	357,570
Due to other funds	5,200,365	-	41,048	5,241,413
<b>TOTAL LIABILITIES</b>	<b>5,876,969</b>	<b>3,201</b>	<b>271,592</b>	<b>6,151,762</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred revenue - property taxes	1,669,421	-	-	1,669,421
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>1,669,421</b>	<b>-</b>	<b>-</b>	<b>1,669,421</b>
<b>FUND BALANCES</b>				
Nonspendable	58,489	-	-	58,489
Restricted	-	-	722,419	722,419
Committed	31,599	2,730,850	1,598,594	4,361,043
Assigned	1,000,000	-	2,526	1,002,526
Unassigned	8,793,088	-	(46,402)	8,746,686
<b>TOTAL FUND BALANCES</b>	<b>9,883,176</b>	<b>2,730,850</b>	<b>2,277,137</b>	<b>14,891,163</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>	<b>\$ 17,429,566</b>	<b>\$ 2,734,051</b>	<b>\$ 2,548,729</b>	<b>\$ 22,712,346</b>

Town of Old Orchard Beach

General Fund – Nonspendable / Assigned Fund Balance





Town of Old Orchard Beach

General Fund – Unassigned Fund Balance



Town of Old Orchard Beach

Statement of Revenues, Expenditures and Changes in Fund Balances  
 Governmental Funds  
 June 30, 2020

	General Fund	CIP Public Works	Other Governmental Funds	Total Governmental Funds
<b>REVENUES</b>				
Taxes	\$ 29,970,569	\$ -	\$ -	\$ 29,970,569
Licenses and permits	1,266,588	-	-	1,266,588
Intergovernmental	1,315,658	-	45,242	1,360,900
Other charges for services	-	-	898,009	898,009
Investment income	276,559	-	-	276,559
Unclassified	290,085	-	111,310	401,395
<b>TOTAL REVENUES</b>	<b>33,119,459</b>	<b>-</b>	<b>1,054,561</b>	<b>34,174,020</b>
<b>EXPENDITURES</b>				
<b>Current:</b>				
General government	4,823,145	-	-	4,823,145
Public works	1,566,947	-	-	1,566,947
Sanitation	1,747,646	-	4,260	1,751,906
Public safety	5,498,518	-	11,740	5,510,258
Recreation, culture and agencies	781,711	-	322,299	1,104,010
Health and welfare	113,222	-	-	113,222
Education	12,821,471	-	-	12,821,471
County tax	910,754	-	-	910,754
Tax abatements/ overlay	33,136	-	-	33,136
Program expenses	-	-	113,505	113,505
Debt service:				
Principal	932,133	-	-	932,133
Interest	244,885	-	-	244,885
Equipment replacement	596,903	-	-	596,903
Capital outlay	-	237,457	1,235,598	1,473,055
<b>TOTAL EXPENDITURES</b>	<b>30,070,471</b>	<b>237,457</b>	<b>1,687,402</b>	<b>31,995,330</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<b>3,048,988</b>	<b>(237,457)</b>	<b>(632,841)</b>	<b>2,178,690</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
Proceeds from long term debt	-	-	1,000,000	1,000,000
Transfers in	503,000	1,191,000	645,047	2,339,047
Transfers (out)	(1,836,047)	-	(503,000)	(2,339,047)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>(1,333,047)</b>	<b>1,191,000</b>	<b>1,142,047</b>	<b>1,000,000</b>
<b>NET CHANGE IN FUND BALANCES</b>	<b>1,715,941</b>	<b>953,543</b>	<b>509,206</b>	<b>3,178,690</b>
<b>FUND BALANCES - JULY 1, RESTATED</b>	<b>8,167,235</b>	<b>1,777,307</b>	<b>1,767,931</b>	<b>11,712,473</b>
<b>FUND BALANCES - JUNE 30</b>	<b>\$ 9,883,176</b>	<b>\$ 2,730,850</b>	<b>\$ 2,277,137</b>	<b>\$ 14,891,163</b>

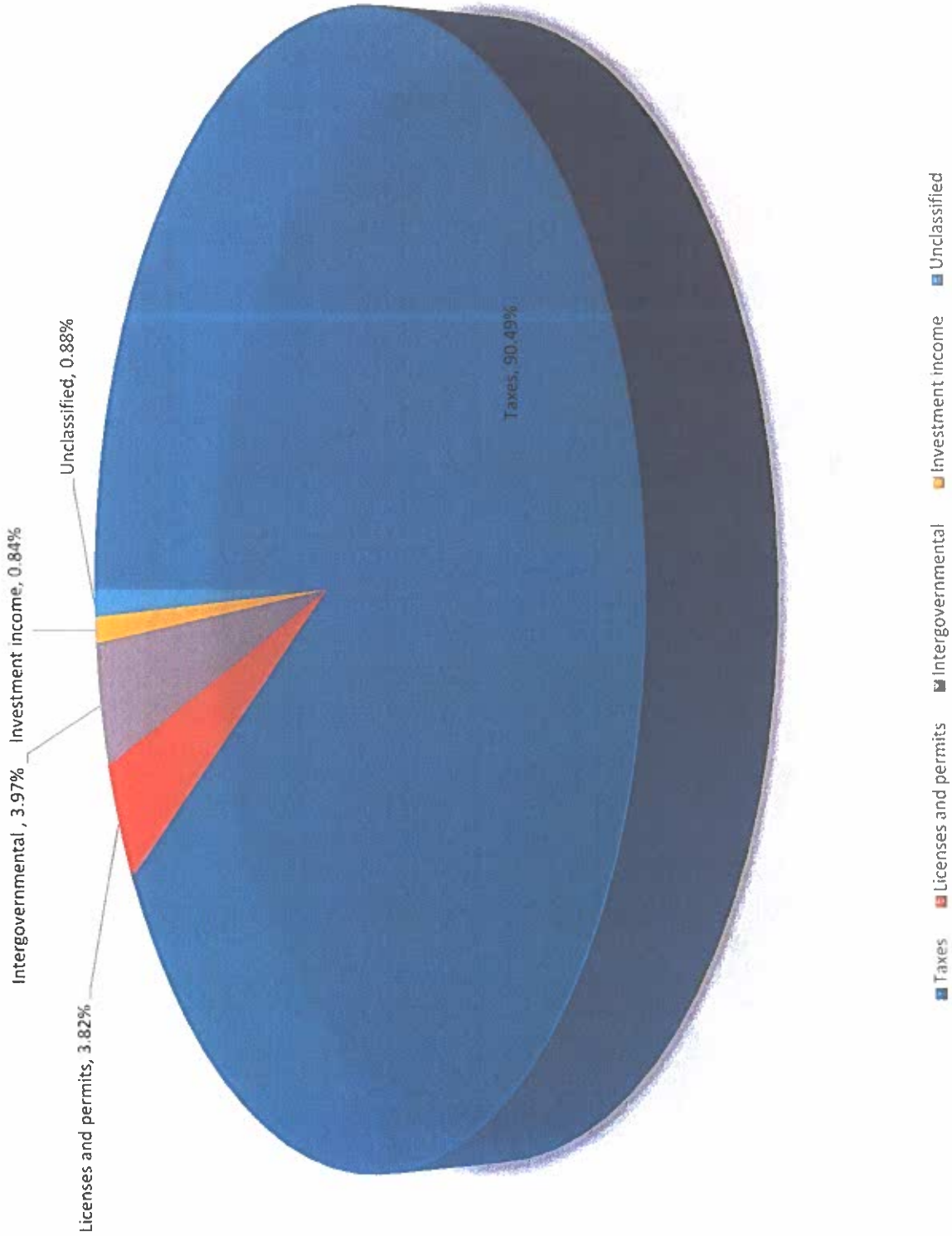
Town of Old Orchard Beach

Budget to Actual Comparison  
Governmental Funds  
June 30, 2020

	Budgeted Amounts		Actual Amounts	Variance Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1, Restated	\$ 8,167,235	\$ 8,167,235	\$ 8,167,235	\$ -
<b>Resources (Inflows):</b>				
Taxes	29,646,457	29,646,457	29,970,569	324,112
Licenses and permits	1,130,000	1,130,000	1,266,588	136,588
Intergovernmental	950,239	950,239	1,315,658	365,419
Unclassified	84,505	84,505	290,085	205,580
Interest earned	100,000	100,000	276,559	176,559
Transfers in	503,000	503,000	503,000	-
<b>Amounts Available for Appropriation</b>	<b>40,581,436</b>	<b>40,581,436</b>	<b>41,789,694</b>	<b>1,208,258</b>
<b>Charges to Appropriations (Outflows):</b>				
General government	5,194,994	5,237,065	4,823,145	413,920
Public works	1,694,070	1,697,332	1,566,947	130,385
Sanitation	1,860,470	1,860,638	1,747,646	112,992
Public safety	5,504,845	5,549,858	5,498,518	51,340
Recreation, culture and agencies	836,578	836,578	781,711	54,867
Health and welfare	84,582	84,582	113,222	(28,640)
Education	12,821,471	12,821,471	12,821,471	-
County tax	910,754	910,754	910,754	-
Tax abatements/overlay	312,790	312,790	33,136	279,654
Debt service:				
Principal	933,000	933,000	932,133	867
Interest	303,600	303,600	244,885	58,715
Equipment replacement	621,000	621,000	596,903	24,097
Transfers out	1,836,047	1,836,047	1,836,047	-
<b>Total Charges to Appropriations</b>	<b>32,914,201</b>	<b>33,004,715</b>	<b>31,906,518</b>	<b>1,098,197</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ 7,667,235</b>	<b>\$ 7,576,721</b>	<b>\$ 9,883,176</b>	<b>\$ 2,306,455</b>
<b>Utilization of unassigned fund balance</b>	<b>\$ 500,000</b>	<b>\$ 590,514</b>	<b>\$ -</b>	<b>\$ (590,514)</b>

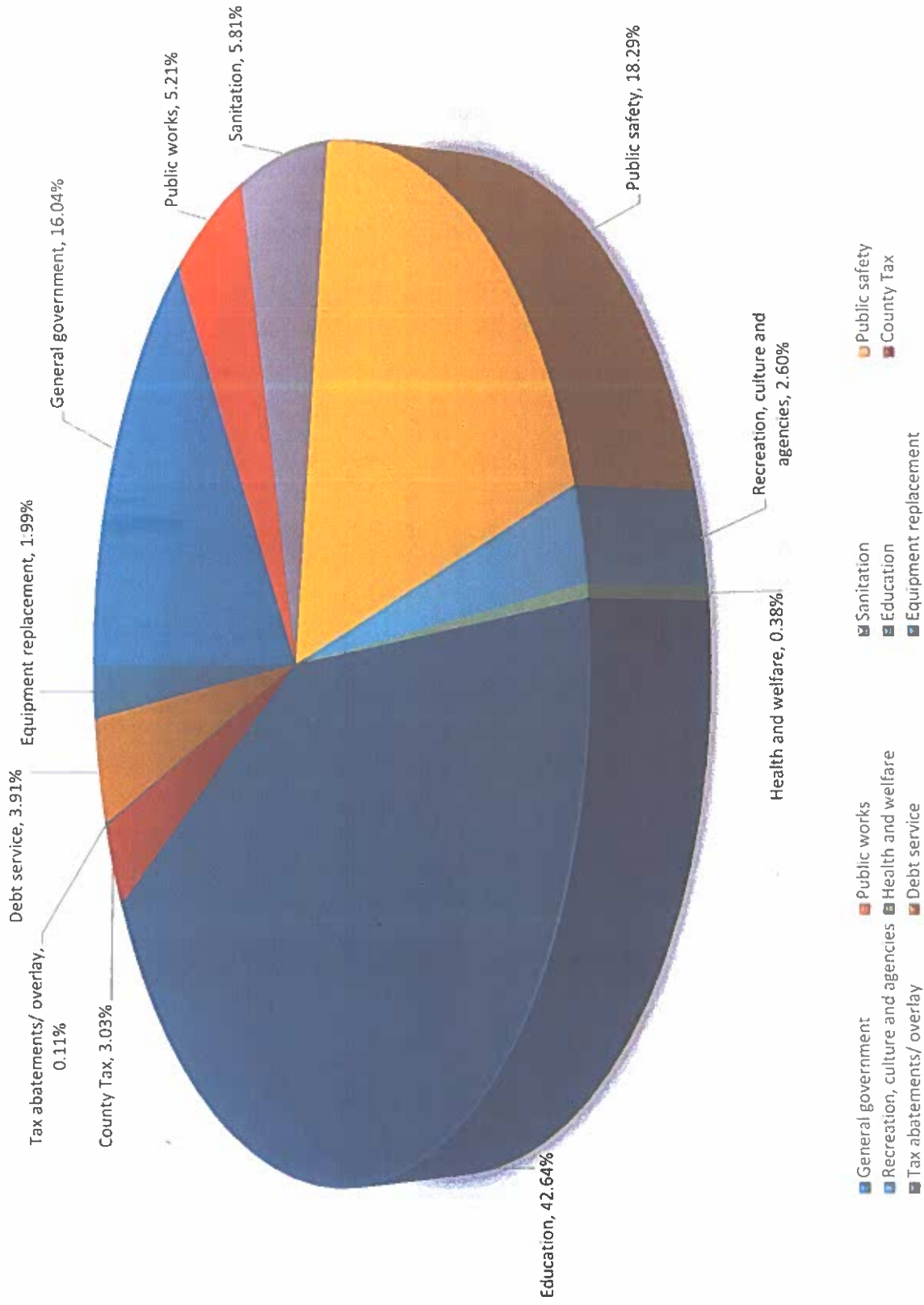
Town of Old Orchard Beach

General Fund Revenues - 2020



Town of Old Orchard Beach

General Fund Expenditures - 2020



Town of Old Orchard Beach

Comparison Schedule – Revenues and Expenditures  
 General Fund  
 Two Years Ending June 30, 2020 and 2019

**REVENUES:**

		<u>2020</u>		<u>2019</u>
Taxes	90.49%	29,970,569	91.9%	28,564,444
Licenses and permits	3.82%	1,266,588	4.1%	1,266,279
Intergovernmental	3.97%	1,315,658	3.0%	924,577
Investment income	0.84%	276,559	0.6%	182,306
Unclassified	0.88%	290,085	0.4%	129,947
	<u>100.00%</u>	<u>33,119,459</u>	<u>100.0%</u>	<u>31,067,553</u>

**EXPENDITURES**

General government	16.04%	4,823,145	16.1%	4,638,273
Public works	5.21%	1,566,947	5.5%	1,589,519
Sanitation	5.81%	1,747,646	5.9%	1,706,729
Public safety	18.29%	5,498,518	18.0%	5,193,987
Recreation, culture and agencies	2.60%	781,711	2.5%	723,337
Health and welfare	0.38%	113,222	0.3%	72,858
Education	42.64%	12,821,471	42.5%	12,244,147
County Tax	3.03%	910,754	3.1%	890,601
Tax abatements/ overlay	0.11%	33,136	0.2%	68,708
Debt service	3.91%	1,177,018	4.4%	1,255,822
Equipment replacement	1.99%	596,903	1.4%	415,201
	<u>100.0%</u>	<u>30,070,471</u>	<u>100.0%</u>	<u>28,799,182</u>

Town of Old Orchard Beach

Schedule of Nonmajor Revenue, Expenditures and  
Changes in Fund Balances  
For The Year Ended June 30, 2020

	Special Revenue Funds	Capital Projects Funds	Total Nonmajor Governmental Funds
<b>REVENUES</b>			
Intergovernmental revenue	\$ 44,887	\$ 355	\$ 45,242
Charges for services	898,009	-	898,009
Other income	111,310	-	111,310
<b>TOTAL REVENUES</b>	<u>1,054,206</u>	<u>355</u>	<u>1,054,561</u>
<b>EXPENDITURES</b>			
Public safety	11,740	-	11,740
Sanitation	4,260	-	4,260
Recreation, culture and agencies	322,299	-	322,299
Program expenses	113,505	-	113,505
Capital outlay	464,817	770,781	1,235,598
<b>TOTAL EXPENDITURES</b>	<u>916,621</u>	<u>770,781</u>	<u>1,687,402</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>137,585</u>	<u>(770,426)</u>	<u>(632,841)</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers in	123,397	521,650	645,047
Transfers (out)	(503,000)	-	(503,000)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(379,603)</u>	<u>1,521,650</u>	<u>1,142,047</u>
<b>NET CHANGE IN FUND BALANCES</b>	(242,018)	751,224	509,206
<b>FUND BALANCES - JULY 1, RESTATED</b>	<u>1,282,672</u>	<u>485,259</u>	<u>1,767,931</u>
<b>FUND BALANCES - JUNE 30</b>	<u>\$ 1,040,654</u>	<u>\$ 1,236,483</u>	<u>\$ 2,277,137</u>



*Town of*  
**Old Orchard Beach**

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June 30, 2020

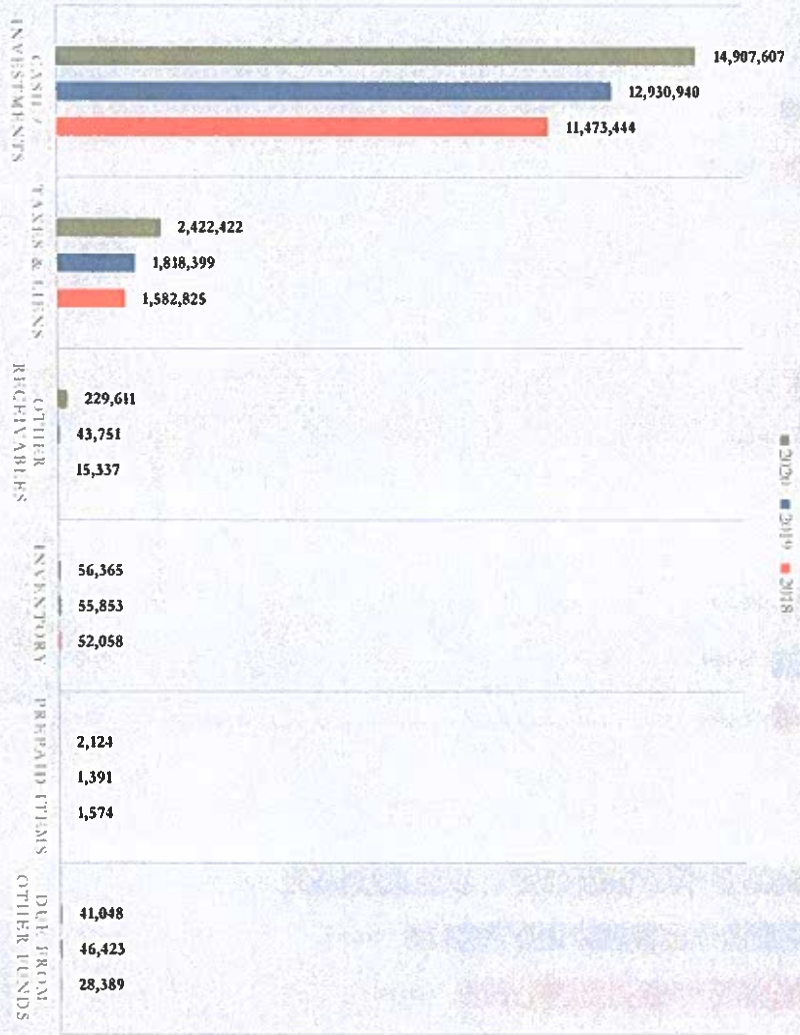
Financial Statement Presentation



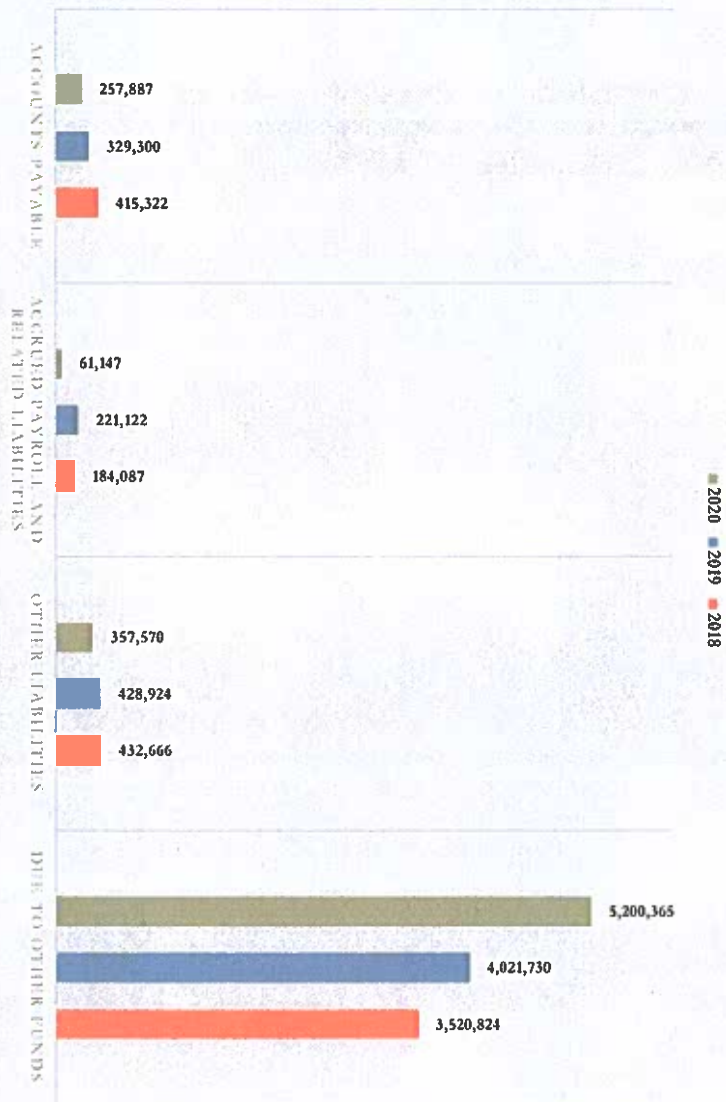
## Town of Old Orchard Beach Balance Sheet Governmental Funds

	General Fund	CIP Public Works	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>				
Cash and cash equivalents	\$ 10,187,314	\$ -	\$ -	\$ 10,187,314
Investments	4,720,233			4,720,233
Accounts receivable (net of allowance for nonpayment)				
Fees	1,707,701			1,707,701
Tax fees	485,410			485,410
Other	729,811		82,415	312,026
Inventory	56,365			56,365
Prepaid items	2,174			2,174
Due from other funds	41,048	2,720,051	2,068,314	5,241,413
<b>TOTAL ASSETS</b>	<b>\$ 17,429,966</b>	<b>\$ 2,720,051</b>	<b>\$ 2,548,729</b>	<b>\$ 22,712,246</b>
<b>LIABILITIES</b>				
Accounts payable	\$ 262,887	\$ 3,201	\$ 220,544	\$ 491,632
Accrued payroll and related liabilities	61,147			61,147
Other liabilities	367,570			367,570
Due to other funds	5,200,325		41,048	5,241,413
<b>TOTAL LIABILITIES</b>	<b>5,828,929</b>	<b>3,201</b>	<b>271,592</b>	<b>6,153,782</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred revenue - property taxes	1,669,471			1,669,471
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>1,669,471</b>			<b>1,669,471</b>
<b>PAID BALANCES</b>				
Nonportable	58,489			58,489
Restricted	772,419			772,419
Committed	31,599	2,720,850	1,598,594	4,351,043
Assigned	1,000,000		2,526	1,002,526
Unassigned	8,793,088		(46,402)	8,746,686
<b>TOTAL PAID BALANCES</b>	<b>9,883,176</b>	<b>2,720,850</b>	<b>2,271,117</b>	<b>14,875,143</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND PAID BALANCES</b>	<b>\$ 17,429,966</b>	<b>\$ 2,720,051</b>	<b>\$ 2,548,729</b>	<b>\$ 22,712,246</b>

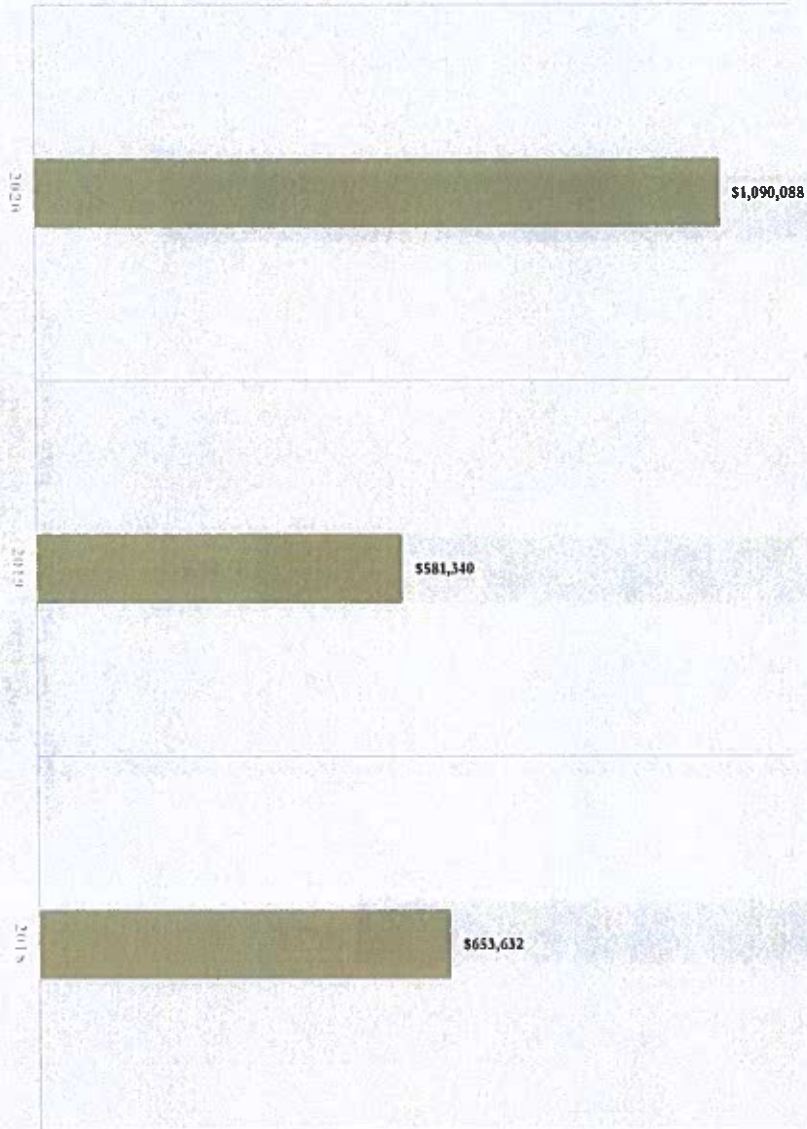
**Town of Old Orchard Beach  
General Fund Assets Three-Year Comparison**



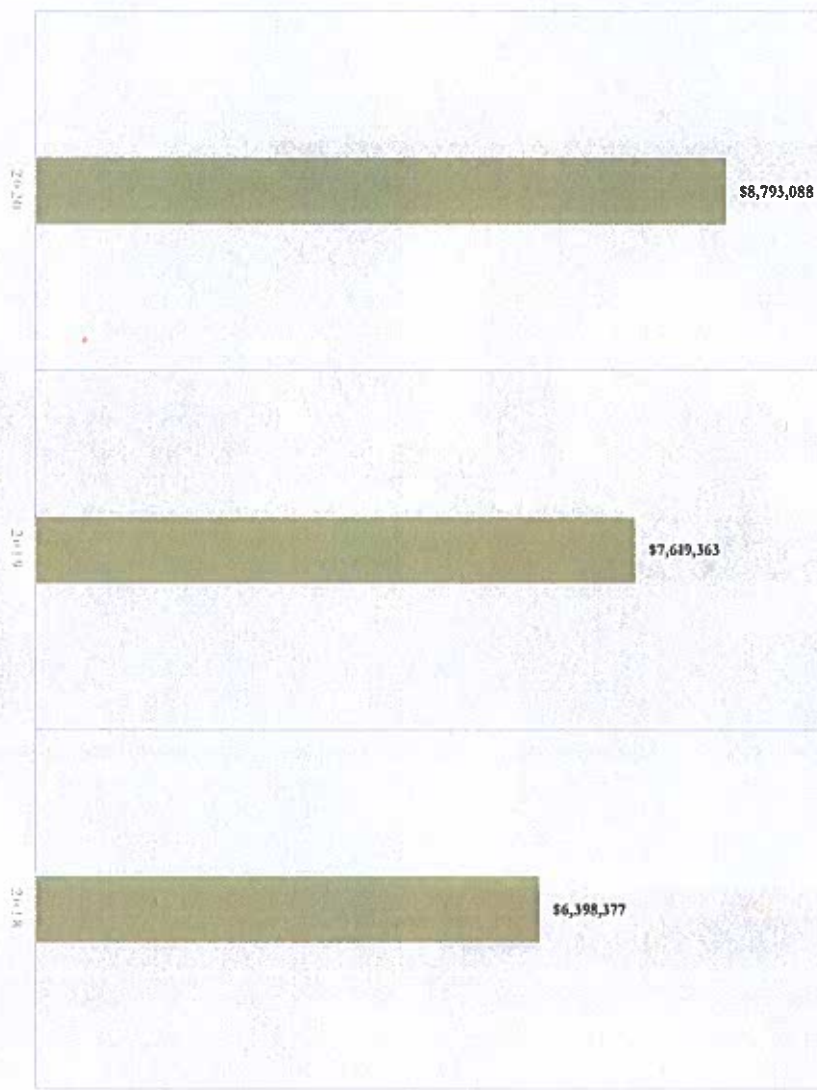
**Town of Old Orchard Beach  
General Fund Liabilities Three-Year Comparison**



Town of Old Orchard Beach  
General Fund Nonspendable / Assigned Fund Balance



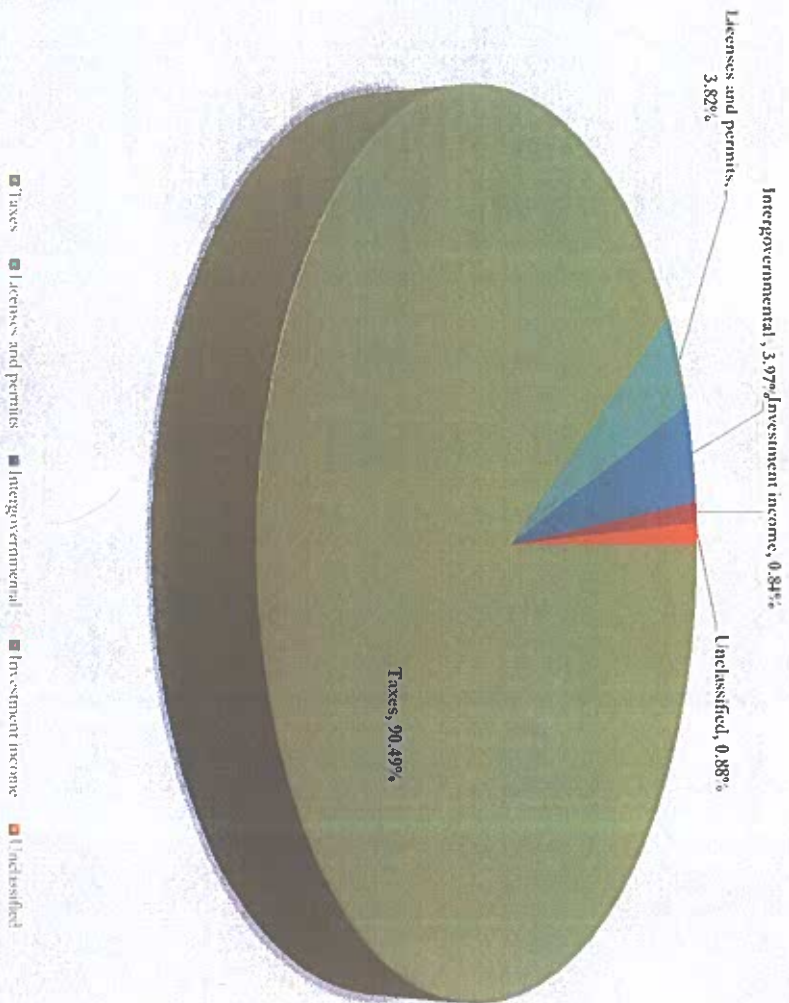
Town of Old Orchard Beach  
General Fund Unassigned Fund Balance



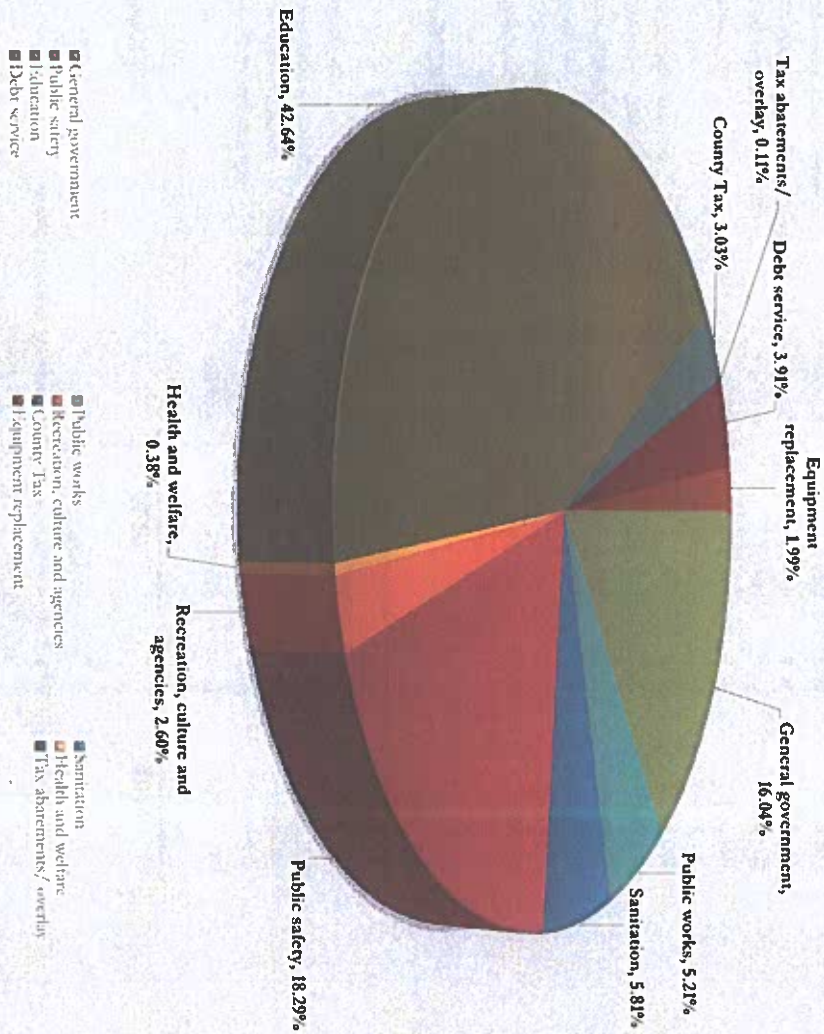
**Town of Old Orchard Beach  
Budget to Actual Comparison Schedule  
Governmental Funds**

	General Fund	CIP Public Works	Other Governmental Funds	Total Governmental Funds
<b>REVENUES</b>				
Taxes	\$ 29,970,599	\$ -	\$ -	\$ 29,970,599
Licenses and permits	1,286,598	-	-	1,286,598
Intergovernmental	1,315,658	-	45,242	1,360,900
Other charges for services	-	-	898,009	898,009
Investment income	276,559	-	-	276,559
Undersaved	290,085	-	111,310	401,395
<b>TOTAL REVENUES</b>	<b>33,119,459</b>		<b>1,054,561</b>	<b>34,174,020</b>
<b>EXPENDITURES</b>				
Current:				
General government	4,823,145	-	-	4,823,145
Public works	1,586,947	-	-	1,586,947
Sanitation	1,747,646	-	4,280	1,751,926
Public safety	5,498,518	-	11,740	5,510,258
Recreation, culture and agencies	781,711	-	322,299	1,104,010
Health and welfare	113,222	-	-	113,222
Education	12,821,471	-	-	12,821,471
County tax	910,754	-	-	910,754
Tax abatements/ overby	33,136	-	113,505	146,641
Program expenses	-	-	-	-
Debt service:				
Principal	932,133	-	-	932,133
Interest	244,885	-	-	244,885
Equipment replacement	596,903	237,457	-	834,360
Capital outlay	-	237,457	1,235,598	1,473,055
<b>TOTAL EXPENDITURES</b>	<b>30,070,471</b>	<b>237,457</b>	<b>1,897,402</b>	<b>31,995,330</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<b>3,048,988</b>	<b>(237,457)</b>	<b>(832,841)</b>	<b>2,178,690</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
Proceeds from long term debt	-	-	-	-
Transfers in	503,000	1,191,000	1,000,000	2,694,000
Transfers (out)	(1,636,047)	-	(603,000)	(2,239,047)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>(1,333,047)</b>	<b>1,191,000</b>	<b>1,142,047</b>	<b>1,000,000</b>
<b>NET CHANGE IN FUND BALANCES</b>	<b>1,715,941</b>	<b>953,543</b>	<b>509,206</b>	<b>3,178,690</b>
<b>FUND BALANCES - JULY 1, RESTATED</b>	<b>8,167,235</b>	<b>1,777,307</b>	<b>1,767,831</b>	<b>11,712,473</b>
<b>FUND BALANCES - JUNE 30</b>	<b>\$ 9,883,176</b>	<b>\$ 2,730,850</b>	<b>\$ 2,277,137</b>	<b>\$ 14,891,163</b>

## Town of Old Orchard Beach General Fund Revenues



## Town of Old Orchard Beach General Fund Expenditures



- General government
- Public safety
- Education
- Debt service

- Public works
- Recreation, culture and agencies
- County Tax
- Equipment replacement

- Sanitation
- Health and welfare
- Tax abatements/overlay



Town of Old Orchard Beach  
 Comparison Schedule -- Revenues & Expenditures  
 General Fund

	2020		2019	
	%	Amount	%	Amount
<b>REVENUES:</b>				
Taxes	90.49%	29,970,569	91.9%	28,564,444
Licenses and permits	3.82%	1,266,588	4.1%	1,266,279
Intergovernmental	3.97%	1,315,658	3.0%	924,577
Investment income	0.84%	276,559	0.6%	182,306
Unclassified	0.88%	290,085	0.4%	129,947
	<b>100.00%</b>	<b>33,119,459</b>	<b>100.0%</b>	<b>31,067,553</b>

	2020		2019	
	%	Amount	%	Amount
<b>EXPENDITURES</b>				
General government	16.04%	4,823,145	16.1%	4,638,273
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	<b>100.0%</b>	<b>30,070,471</b>	<b>100.0%</b>	<b>28,799,182</b>

**Town of Old Orchard Beach  
Schedule of Nonmajor Revenues, Expenditures  
and Changes in Fund Balances**

	Special Revenue Funds	Capital Projects Funds	Total Nonmajor Governmental Funds
<b>REVENUES</b>			
Intergovernmental revenue	\$ 44,887	\$ 355	\$ 45,242
Charges for services	898,009	-	898,009
Other income	111,310	-	111,310
<b>TOTAL REVENUES</b>	<u>1,054,206</u>	<u>355</u>	<u>1,054,561</u>
<b>EXPENDITURES</b>			
Public safety	11,740	-	11,740
Sanitation	4,260	-	4,260
Recreation, culture and agencies	322,299	-	322,299
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<b>FUND BALANCES - JUNE 30</b>	<u>\$ 1,040,654</u>	<u>\$ 1,238,483</u>	<u>\$ 2,277,137</u>

# Appendix B

## Manager's Report: February 16, 2021

Ready or not we are already in the process of looking for **summer help** in several departments. Applications are being accepted now for police reserve officers, recreation staff, lifeguards, wastewater, public works and memorial park maintenance staff, and parking enforcement. Go to the Town's website and click on Employment.

**Budget Preparation:** This time of year much of my time is devoted to preparation of the upcoming Municipal Budget, meeting with the various departments and staff to review their budget requests. I will be presenting the FY21 budget to Council four weeks from tonight at the March 16<sup>th</sup> meeting.

**FEMA:** I received a letter from FEMA informing me that it has accepted the alternate methodology put forward by Ransom Engineering on behalf of the Town for the area near the marsh on E. Grand Avenue and will modify the proposed flood maps for those five specific map panels only. This does not change the proposed flood elevations for the remainder of the Town, including downtown and Ocean Park. FEMA does not expect the new flood elevations for these five map panels to be released until later this year, after which there will be a 90 day appeal period for the affected maps only. It is likely that the revised flood elevations for all locations will not be in effect until sometime in the first half of 2022.

**Smithwheel Road intersection:** I am working with MDOT on the possibility of reconfiguring the Smithwheel road intersection as a four-way signalized intersection. This has come about because of OOB Campground's plans to add 150 RV and park model campsites (currently there are 315 campsites). Because this would add yet more left turn traffic MDOT is supportive of conducting an analysis of this location for a traffic signal. While this is all very preliminary it is a good step forward to have MDOT supportive of an intersection study. This study would be complemented by the traffic analysis currently underway related to the five-way intersection at Half-way.

**Skating at the Ballpark:** The Recreation Department has done GREAT work to provide a skating rink both at the pond behind the ballfield and on a small "starter" rink near the building for use by small children. The pond skating even has night lighting until 9:00 pm! I went to observe on Saturday and to skate on Sunday night. It is just awesome. Lots of credit due to Jason Webber, Nicki Duplessie, Tyler Stewart, Jim Doran and all of the Recreation staff. Things will likely get snowed in later this week but go to the OOB Recreation Facebook page to get up to date information regarding when skating is available.

Town staff is working hard to extend and diversify the methods by which we **communicate** information regarding Town programs and community matters to our residents and visitors. We are doing this through enhanced use of social media outlets, including Facebook, Instagram and

the YouTube Channel, as well as email, public cable channel 3 and on-line streaming. In addition staff is expanding the use of both our fixed message boards at Town Hall and the Fire Station as well as the four mobile message boards around Town. For more information about our where to get access information go to the Town's homepage on the web and click on Communications.

One of the topics the Town has been promoting with its message boards is the State's Vaccination Consult Line. Please note that the Consult Line is not a way to schedule an appointment to get your vaccine shot. Rather it is intended to connect you with a person who can answer your questions about the State's Covid vaccination program, questions such as:

866-962-6062.