



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

**Town Council Regular Meeting &
Workshop Minutes**
Tuesday, October 6, 2020

I, Jennifer Hayes, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of two hundred & sixty-seven (267) pages is a copy of the original Meeting Minutes of Town Council held Tuesday, October 6, 2020.

Prepared by: Jennifer Hayes
Approved by: Old Orchard Beach Town Council
Approval Date: 10/20/2020

Respectfully Submitted,

Jennifer Hayes
Town Council Secretary

TOWN OF OLD ORCHARD BEACH

Regular Town Council Meeting

TUESDAY, October 6, 2020 @ 6:30pm

Town Hall Council Chambers

PLEDGE TO THE FLAG

ROLL CALL

GOOD AND WELFARE

ACCEPTANCE OF MINUTES:

Accept the Town Council Meeting Minutes and Council Workshop of September 15, 2020 and the Administrative Review Board Meeting Minutes of September 17 and September 28, 2020

PUBLIC HEARINGS:

(I) Waste Water Bond – Question 1

Shall Order #2020-2 entitled, “Order to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount Not to Exceed \$23,500,000 to Upgrade Waste Water Treatment Facility Equipment and Systems,” be adopted?

(II) Adult Use Marijuana – Question 2

Shall the Town Council adopt an ordinance allowing the sale of adult use marijuana and the issuance of a limited number of licenses allowing adult use marijuana retail stores to operate?

(III) Contract Zoning Agreement

Approve a Contract Zone Agreement between The Szanton Company and the Town of Old Orchard Beach, Map 205, Block 1, Lot 41 in the General Business 1, Residential 1 and Historic Overlay districts, pursuant to 30A M.R.S.A., Section 4352 (8) and Chapter 78, Article IX of the Old Orchard Beach Zoning Ordinance and to amend the most recently adopted Town of Old Orchard Beach General Zoning Map to adopt the Contract Zone 2 district on the property identified as Map 205, Block 1, Lot 41?

(IV) Financing District

Consider whether to designate the Municipal Affordable Housing Tax Increment Financing District to be known as “Milliken Heights Affordable Housing District” and to adopt a Development Program for such District, related to property located in the area identified on Town of Old Orchard Beach Tax Maps as Map 205, Block 1, Lot 41?

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

Jeff & Laura Favreau: Favreau Properties, (207-2-14), 10 Forest Avenue, one year round rental **and** (104-2-14-1102), 135 Portland Avenue #1102, one year rental

Alex Bakman,(305-6-11-1), 66 East Grand Avenue, Unit 1, one year rental **and** (305-6-11-2), 66 East Grand Ave, Unit 2, one year rental **and** (305-6-11-5), 66 East Grand Avenue, Unit 5, one year rental **and** (205-6-6-2), 6 Imperial Street, Unit 2, one year rental **and** (205-6-6-8), 6 Imperial Street, Unit 8, one year rental

TOWN MANAGER'S REPORT

NEW BUSINESS:

7294 **Discussion with Action:** Approve the Liquor License Renewal for Bang Nguyen d/b/a PHO OOB LLC, (205-3-6-A), 40 A Old Orchard Street, M-S-V in a restaurant

Chair: Shawn O'Neill

7295 **Discussion with Action:** Approve the services of Atlantic Pump to rebuild waste activated sludge pump #2 in the amount of \$14,536.35 out of Wastewater CIP account #53002-50846 with a balance of \$23,062.22.

Chair: Shawn O'Neill

7296 **Discussion with Action:** Approve the services of Ted Berry Company in tamount of \$17,300.00 out of Wastewater account #20161-50342 Waste Pumping expenses with a balance of \$35,000.00.

Chair: Shawn O'Neill

7297 **Discussion with action:** Approve the quote to replace three blower stages from Aerzen Corporation in the amount of \$43,369.51 from account #30181-50551 wastewater sewer reserve fund operating equipment expense fund with a balance of \$532,108.20.

Chair: Shawn O'Neill

7298 **Discussion with Action:** Set the Public Hearing date of October 20th, 2020 to amend the Town of Old Orchard Beach Code of Ordinances, Section 54-187, Odena Avenue, changing the prohibition of parking from the lefthand side to the righthand side facing the ocean, from the railroad to the seawall.

Chair: Shawn O'Neill

7299 **Discussion with Action:** Consider a request to locate one handicapped parking spot on Atlantic Avenue, 235 feet East of the Atlantic Avenue/Saco Avenue intersection, on the left hand side facing the ocean.

Chair: Shawn O'Neill

7300 **Discussion with Action:** To approve the equipment repair for a new clutch for the Public Works Maclean MV tractor in the amount of \$11,705.21 from Beaugard Equipment from account number 20151-50452 Public Works Operating Equipment Repair Expense with a balance of \$143,067.43.

Chair: Shawn O'Neill

7301 **Discussion with Action:** Approve the services of Woods Excavating to repair a underground leak in the plant water system in the amount of \$9800.00 out of account #20161-50452 wastewater equipment repair with a balance of \$32,244.44.

Chair: Shawn O'Neill

ADJOURNMENT

COUNCIL WORKSHOP: *To follow regular town meeting*

To discuss a temporary sewer line construction easement and upgrades to public sewer on Saco Avenue for Ocean Ridge, MBL: 207-1-2, 63-91, E. Emerson Cummings Blvd.

EXECUTIVE SESSION:

During the Workshop, the Council will be going into Executive Session in order to discuss or to consider the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development.

This item discusses real property defined under Title 1 M.R.S.A. Section 405(6)(C) and consultations with Town attorney under Title 1 M.R.S.A. Section 405 (6)(E), and the Council anticipates that the discussion portion will occur in Executive Session.

TOWN OF OLD ORCHARD BEACH

Regular Town Council Meeting

TUESDAY, October 6, 2020 @ 6:30pm

Town Hall Council Chambers

A regular meeting of the Old Orchard Beach Town Council was held on Tuesday, October 6th, 2020. Chair O'Neill called the meeting to order at 6:31pm.

Those in attendance included the following:

Larry Mead	Town Manager
Sean O'Neill	Town Councilor, Chair
Michael Tousignant	Town Councilor, Vice-Chair
Jay Kelley	Town Councilor
Kenneth Blow	Town Councilor
Jen Hayes	Town Council Secretary

EMERGENCY AGENDA ITEMS

Two emergency items were brought to the Chair after roll call. The two items were motioned by Councilor Blow and seconded by Councilor Kelley. Each item was assigned an agenda item number, #7302 and #7303, and included under New Business for the current meeting. The agenda items as assigned included:

7302 **Discussion with Action:** To accept the bid from Beaverbrook Trails, LLC for Court Improvements to the Atlantic Avenue Park and to authorize the Town Manager to enter into a contract in the amount not to exceed \$35,481 funded by the CDBG Community Enterprise Grant; from account number 30413-50735 CDBG Community Enterprise Grant Expense Account with a balance of \$95,000.

Chair: Shawn O'Neill

7303 **Discussion with Action:** To accept the bid from Robillard Brothers Landscaping for Park Improvements to the Atlantic Avenue Park and to authorize the Town Manager to enter into a contract in the amount not to exceed \$53,200 funded by the CDBG Community Enterprise Grant; from account number 30413-50735 CDBG Community Enterprise Grant Expense Account with a balance of \$95,000.

Chair: Shawn O'Neill

GOOD AND WELFARE

Chair O'Neill addressed the Town with a statement regarding the Memorial Mass for Capt Blaney. He thanked the Fire Department for the moving ceremony and showing of respect and solidarity.

During Good & Welfare, Town Manger Mead was awarded the *2020 Distinguished Service Award* from the Maine Town and City Manager Association (MTCMA). This award is given to a retiring Town Manager in recognition of his/her dedication, commitment and service in municipal work.

ACCEPTANCE OF MINUTES:

Town Council Meeting Minutes **and** Council Workshop of September 15th, 2020 **and** Administrative Review Board Meeting Minutes of September 17th **and** September 28th, 2020 were motioned for acceptance by Councilor Blow & seconded by Councilor Tousignant. Vote was unanimous to accept the meeting minutes as read.

PUBLIC HEARINGS

Public Hearing I: Waste Water Bond – Question 1

Shall Order #2020-2 entitled, “Order to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount Not to Exceed \$23,500,000 to Upgrade Waste Water Treatment Facility Equipment and Systems,” be adopted?

The Public Hearing was opened by Chair O'Neill at 6:50pm

Background: *(see attached Public Hearing notice)*

On November 3, Old Orchard Beach voters will be asked to approve Question 1, a \$23.5M bond that would fund improvements, upgrades and expansion to the Town's 42-year old, aging wastewater treatment facility and four pump stations. Built in the 1960s and expanded in the 1980s, roughly 70-percent of the system has exceeded its useful life, resulting in disruptive breakdowns and occasional failures. The pump stations are near capacity and new users cannot be readily added; the 35-year old electrical system is outdated and cannot handle the existing load; and proper alarm and communication systems must be installed.

Annually, the Town has approved smaller fixes to keep the plant running – but those expenditures are increasing and no longer sufficient to fix the problems. In 2018 and 2019, the Department of Environmental Protection (DEP) issued two violations to Old Orchard Beach for facility deficiencies that compromised water quality at Goosefare Brook and the Shore. This Summer, DEP warned the Town that it must make major systematic upgrades or additional penalties will occur.

The Town Council has unanimously endorsed Question 1. The plans for the bond expenditure include replacing the entire outdated electrical system, installing a new integrated alarm and communication system, and upgrading four of the pump stations – all are long term solutions to the current deficiencies. The historically low interest rates enable the Town to borrow at 1.5-percent. The cost to residents will be less than .50 per day, or \$14 per month, on a home valued at \$300,000.

Discussion:

Town Manager Mead prepared a visual presentation of the impact that Question 1 will have on the community. Due to the aging waste water infrastructure within Old Orchard Beach there could be catastrophic environmental outcomes. If the voters in Old Orchard choose not to accept Question 1, the Town faces a consent decree from the State and Department of Environmental Protection. Within the decree will be a timeline with a clearly stated list of penalties for not accomplishing large scale improvements within the guidelines set. *(see attached slide deck for additional information).*

Brent Bridges, Engineer for Woodard & Curran, spoke to the age, capacity, code violations, and conditions at each pump station. Speaking to a visual display of the current Waste Water plant, Brent explained that the Bond project would plan to utilize as much of the existing structures as possible, with four new additions: 1.) New administrative/laboratory building, 2.) Pump Station, 3.) New out building, 4.) Chlorine covers.

7:06pm – Assistant Town Manager Louise Reid spoke to the critical need of the Waste Water Bond project; encouraging a yes vote.

7:08pm – Paul Golzbein, 116 Ross Road, spoke in support of the Waste Water Bond. He questioned what would happen if the bond did not go through; how would the project be paid? Town Manager Mead answered that the project could not move forward without voter approval.

7:10pm – Robin to Paul – she questioned the previously constructed Waste Water administrative building. She also spoke in favor of the Waste Water Bond. Town Manager Mead stated the building was previously approved by Town vote.

7:11pm – Guy Fontaine – requested that the consent decree be made public. He also questioned the current rate of flow and the expanded flow? Town Manager Mead answered that the issues are with the pump stations and the not the current flow lines.

7:12pm – Robin – spoke in favor of construction in town to help with the cost of the project. Relaying that a sewer connection fee is \$3500.

7:13pm – Scott Tucker – spoke to the question as to what is intended to be done versus what must be done within the scope of the project. Town Manager Mead stated that the pump stations were the issue.

The public hearing was closed by Chair O'Neill at 7:13pm

NOTICE OF PUBLIC HEARING

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

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

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

Take notice that a public hearing will be held on October 6, 2020 at 6:30 p.m., at the Town Hall Council Chambers, 1 Portland Avenue, in Town of Old Orchard Beach on the following Question, which will be the subject of a general municipal election vote on November 3, 2020.

Question 1: Shall Order #2020-2 entitled, "Order to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount Not to Exceed \$23,500,000 to Upgrade Waste Water Treatment Facility Equipment and Systems," be adopted?

TOWN OF OLD ORCHARD BEACH FINANCIAL STATEMENT

1. Total Town Indebtedness

Bonds outstanding and unpaid	\$7,390,601.00
Bonds authorized and unissued	\$ 0.00
Bonds to be issued if this Question is approved	\$23,500,000.00
Total:	\$30,890,601.00

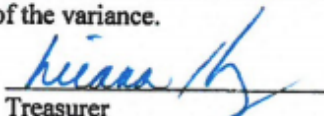
2. Estimated Costs of Bonds

At an estimated interest rate of 1.50 percent (1.50%), for a 30-year term, the estimated costs of this bond issue will be:

Principal	\$23,500,000.00
Interest	\$7,323,409.23
Total Principal & Interest to be Paid at Maturity	\$30,823,409.23


3. Validity

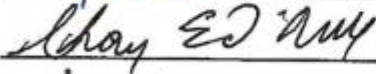
The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above Estimated Costs of Bonds. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the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

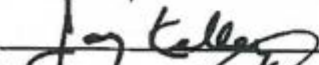

 Treasurer
 Town of Old Orchard Beach

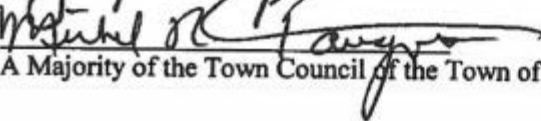
Town Council Recommends: Unanimous approval 4-0
Finance Committee Recommends: Unanimous approval 3-0

Signed and dated at the Town of Old Orchard Beach, September 4, 2020.

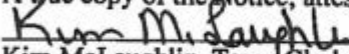








A Majority of the Town Council of the Town of Old Orchard Beach

A true copy of the Notice, attest:

Kim McLaughlin, Town Clerk
Town of Old Orchard Beach

TOWN OF OLD
ORCHARD
BEACH

WASTE WATER
FACILITY
UPGRADES



WHY NOW?

- Last major upgrade: 1985
- 35 to 50 year old infrastructure
- Facility deficiencies resulted in DEP violations 2018 & 2019
- Without major upgrade DEP will impose Consent Agreement

INVESTMENT OUTCOMES



Protect Beach and Goosefare Brook



Replace outdated, undersized electrical infrastructure.
Hazardous and very costly to repair.



Improve Functionality & Expand Capacity of Pump
Stations



70% of Plants Mechanical Equipment has exceeded its
useful life: Disruptive Breakdowns and System Failures



Replacement Parts Hard to Find



Install interconnected communication system to improve
efficiency and safety



HISTORICALLY LOW
INTEREST RATES! 1.5%

COST TO \$300K HOME IS
\$14 MONTH. 50¢ DAY

UNANIMOUS SUPPORT OF
TOWN COUNCIL



WASTE WATER
FACILITY
UPGRADES

THE TIME IS
NOW.



Public Hearing II: Adult Use Marijuana – Question 2

Shall the Town Council adopt an ordinance allowing the sale of adult use marijuana and the issuance of a limited number of licenses allowing adult use marijuana retail stores to operate?

The public hearing was opened by Chair O’Neill at 7:15pm

Background:

At the September 1 meeting the Town Council voted to place on the November 3 ballot a referendum asking voters if they support adopting an ordinance to allow the sale of adult use marijuana. If voters approve the measure the Town Council would, after holding one or more public hearings, be required to adopt an ordinance regulating such sales, including in what zoning districts it would be allowed and the number of licenses that would be issued for such sales.

Discussion:

7:17pm - Jerome Barrett, Gables Way – spoke to a no vote on Question 2, citing the decrease in tax revenue, the large amount of tourists with an increase in behavioral repercussions, and the impact in impaired driving. He urged all OOB Police Officers be trained in marijuana sobriety testing and to research all costs of this endeavor

7:23pm – Police Chief Dana Kelley – spoke in opposition for the ordinance citing the same concerns as Jerome. Spoke to the seriousness of impaired driving and that there was no test at the present time.

7:25pm – Tom Morris, 30 Saco Ave – requested clarity regarding binding versus non-binding ordinance. “What does that look like with a new counsel coming in?” Chair O’Neill explained that a binding referendum binds the counsel to move forward with ordinance and planning.

7:26pm – Wayne Ryan (on behalf of a friend in Town) – identified himself as an owner of a medical cannabis business in Scarborough, Maine. He spoke in favor of Question 2 citing that a new ordinance of this nature in Old Orchard would bring dollars, foot traffic and consistency. He spoke to a willingness of marijuana business owners to show value within their community. He spoke to lower crime rates and the need to get ahead of good customer service, benefits and capturing more of the foot traffic that often leaves OOB in search of product needs in neighboring communities.

7:31pm – Paul Golzbein – spoke to the benefit of having “new” dollars within the town.

7: 35pm – Brandon Albert – Owner of Better Cannabis in Sanford, Maine and resident of Old Orchard Beach. Brandon stated that it would only be a matter of time before this ordinance happens one way or another and encouraged capitalizing on the industry by adapting to a changing society.

The public hearing was closed by Chair O’Neill at 7:37pm

Public Hearing III: Contract Zoning Agreement

Approve a Contract Zone Agreement between The Szanton Company and the Town of Old Orchard Beach, Map 205, Block 1, Lot 41 in the General Business 1, Residential 1 and Historic Overlay districts, pursuant to 30A M.R.S.A., Section 4352 (8) and Chapter 78, Article IX of the Old Orchard Beach Zoning Ordinance and to amend the most recently adopted Town of Old Orchard Beach General Zoning Map to adopt the Contract Zone 2 district on the property identified as Map 205, Block 1, Lot 41?

The public hearing was opened by Chair O'Neill at 7:38pm.

Background: *(see attached notice, memo, Contract Zone Agreement & Map)*

Discussion:

Members of the Szanton Company presented the scope of the intended project proposed on Map 205, Block 1, Lot 41. See attached slide deck.

Councilor Tousignant – asked how the Planning Board had voted. Nathan Szanton & Kristin Martin from the Szanton Company stated the Planning Board was in favor with a vote of 5-0 pending a few modifications to site plan.

Councilor Kelley – positively remarked a letter of support that was received for the intended project. See attached letter.

The public hearing was closed by Chair O'Neill at 7:51pm.

To: M Foster, Assistant Planning Officer, OOB, Me
Town Council, OOB, Me

From: Sue and Dave Dwinal

Date: September 30, 2020

RE: Comments for October 6, 2020 Meeting

We have been residents of OOB since March 2001 and have lived on Portland Ave, this whole time.

We love this area, being close to beach, town, grocery store, and Post Office. We are avid walkers and ride our bikes all around this area. We are now both 73 and looking forward to spending our retirement in this community. We chose this area to retire in when we were in our fifties.

However, in a few years, we plan to move to a 55+ community with one level living. We were excited to hear about the Milliken Heights project. Not only is it in the area that we love, it is affordable housing for the middle income community members. As we mentioned in our last comments to the Planning Board, we have found that OOB offers low income housing and housing for the more affluent. We haven't found anything in this middle income bracket.

Good luck with this project. Feel free to reach out to us if we can be of further assistance.

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

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on October 6th, 2020 at 6:30 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach approve a Contract Zone Agreement between The Szanton Company and the Town of Old Orchard Beach, Map 205, Block 1, Lot 41 in the General Business 1, Residential 1 and Historic Overlay districts, pursuant to 30A M.R.S.A., Section 4352 (8) and Chapter 78, Article IX of the Old Orchard Beach Zoning Ordinance and to amend the most recently adopted Town of Old Orchard Beach General Zoning Map to adopt the Contract Zone 2 district on the property identified as Map 205, Block 1, Lot 41?

The proposed Contract Zone Agreement and General Zoning Map amendment are available in the Town Clerk Office.

Per Order of the Municipal Officers this _____ day of September 2020.

A True Copy
Attest:

Kim M. McLaughlin, Town Clerk



1 inch = 125 feet



205-1-32
1078
191615

205-1-36
100761
79839

205-1-32
1078
191615

205-15-1
1214
131419

205-19-1
1266
10203

Private Road
39003

205-1-30
1076
30960

Road
14302618

205-19-25
104551
40476

205-1-37
106600
66797

205-19-1
1251
4118

FOOTE ST

205-13-
1210
7220

General Business-1

205-1-31
1077
88760

205-13-
1213
12757

106-2-2
549
1739951

205-13-
1206
9041

Residential-1

**Proposed change
to Contract Zone 2**

205-1-29
1075
15667

Water
1259

205-1-1
1053
69472

205-1-33
1079
19972

205-1-34
1080
22680

205-1-27
1074
36695

Private Road

16-29-30
1639
14378

10125

205-1-3
1055
4137

205-1-35
1081
32248

206-29-27
1637
39381

205-1-2 205-1-4
1054 1056
2665 3570

205-1-9
1061
25050

205-1-26
1072
69123

16-29-5
1615
14565

206-29-28
1638
17513

Road
14302618

205-1-6
1058
3402

205-1-7
1059
6057

206-29-6
1616
12008

206-29-25
1635
32496

206-29-26
1636
5010

205-1-8
1060
10955

205-1-25
1193

Road
14302618

206-29-8
1618
20063

206-29-9
1619

Not Yet Assigned

206-29-24
1634
9930

206-29-23
1633

205-1-10
1062
20225



CONTRACT ZONE AGREEMENT

This CONTRACT ZONE AGREEMENT is made this ____ day of _____, 2020, by and between SZANTON MONKS PROPERTIES, LLC, a Maine limited liability company with a principal place of business in Old Orchard Beach, in the County of York and State of Maine, (hereinafter "Szanton Monks"), and THE TOWN OF OLD ORCHARD BEACH, a municipal corporation located in York County, Maine.

WHEREAS, Szanton Monks proposes to construct a multifamily housing project (the "Building") containing fifty five (55) units, for households headed by persons 55 years old and older, of which at least forty two (42) units will be set aside for households with income at or below 60% of area median income in accordance with the Low Income Housing Tax Credit Program on 4.76 acres of land located in Old Orchard Beach between 36 and 48 Portland Avenue (collectively, the Building and all related improvements are referred to as the "Project"); and

WHEREAS, the parcel to be developed is shown as Tax Map 205, Block 1, Lot 41 on the Town of Old Orchard Beach Tax Maps and more specifically described on Exhibit A attached (the "Property"), and is located partially within the General Business District 1 (the "GB-1 District") and partially within the Residential 1 District (the "R-1 District"), with a portion of the Property near Portland Avenue also being within the Historic Overlay District (the "HO District"); and

WHEREAS, the Building, and a majority of the rest of the Project will be located within the GB-1 District, with only a portion of the parking lot and accessways and some signage to be located in the HO District, and no portion of the Project will be located within the R-1 District; and

WHEREAS, at the time of application for a contract zone, Szanton Monks has purchased the Property and a copy of a Warranty Deed as recorded in the York County Registry of Deeds at Book 18196, Page 716 has been presented to the Old Orchard Beach Town Council as evidence of right, title or interest in the Property; and

WHEREAS, multifamily dwellings are a permitted use within the GB-1 District, and the rezoning to permit the construction of the Project is consistent with the Old Orchard Beach Comprehensive Plan (the "Comprehensive Plan") and with existing uses within the GB-1 District; and

WHEREAS, Szanton Monks has petitioned for a contract zone to amend the Old Orchard Beach Zoning Ordinance (the "Zoning Ordinance") to allow the Project to be developed, for the following reasons:

- A. The proposed Project would provide fifty-five (55) units on 4.76 acres. The minimum lot area requirement within the GB-1 District, for residential uses, is 5,000 square feet of buildable area per unit. Given the buildable area of the subject property after

subtracting the wetland area that will be improved and protected, the Project would be restricted to building 18.4 units without the Contract Zone.

- B. Within the GB-1 District the maximum building height for residential uses is thirty-five (35) feet. The proposed building will be no greater than forty-two (42) feet as measured from the finished first floor elevation to the mean point of the sloped roof and to the top of the roof beam on flat roof and has an elevator tower that may be up to 6 additional feet in height.
- C. The Project will have a total of sixty (60) parking spaces, which equals one (1) space per unit plus five (5) visitor spaces. Although the zoning ordinance requires two parking spaces per unit under the parking standard set forth in Section 78-1566 of the Zoning Ordinance, because of the demographics of the elderly population to which these units are restricted; the fact that all apartments in the building will have only a single bedroom; and the proximity of the project to activities of daily living and a bus stop, the demand for parking spaces among these residents will be substantially reduced.

NOW, THEREFORE, pursuant to the authority found in 30-A M.R.S.A, Section 4352(8), and Article IX of the Zoning Ordinance (the "Contract Zoning Ordinance"), and by vote of the Old Orchard Beach Town Council on _____, 2020, the following findings are hereby adopted:

- A. The Property is a large undeveloped 4.76 acre parcel located in the heart of Old Orchard Beach, in an existing residential area, and is unique in nature due to its convenient, walkable access to the downtown area, including shopping and other amenities, its access to existing public water and sewer, and the extensive wetland area existing on a large portion of the site. Multifamily dwellings are a permitted use within the GB-1 District, and the Building has been designed to be highly visually appealing, using elements of traditional New England architecture to complement the surrounding neighborhood. The proposed design of the elements to be located within the HO District (primarily parking and signage) have been approved by the Old Orchard Beach Design Review Committee. In keeping with the Comprehensive Plan, the proposed rezoning will allow the development of the Property in a way that will minimize the footprint of the building and utilize the existing paved parking lot and driveway formerly used by a now closed business and will preserve approximately 3.19 acres of existing forested and wetland area.
- B. In particular, the proposed rezoning is consistent with the goals set forth in Section IV(B.6) of the Comprehensive Plan to promote a wide variety of housing opportunities and to foster construction of affordable housing developments to meet the needs of residents of various income levels and references the use of contract zoning to achieve these goals. The Comprehensive Plan also directs that the Town encourage the construction of various types of elderly housing in particular, to meet the needs of the Town's older residents, including the use of contract zoning, and contemplates a Town committee to advise the Planning Board on appropriate land use regulations such as

density bonuses for the construction of affordable housing units. See Section V(B)(2)(f).

- C. The proposed rezoning is further consistent with one of the goals identified as most important to the Town, as set forth in Section IV of the Comprehensive Plan, which is to direct growth to areas with economical access to existing sewer and water facilities. Section IV of the Comprehensive Plan also expressly states that development in the Town must assure ample opportunity for affordable housing within such growth areas, as opposed to rural areas. To implement this concentration of development in growth areas as opposed to rural areas, and to promote a compact, rather than a sprawling, pattern of development, the Comprehensive Plan recommends that the Town “consider an array of measures, including density, other land use regulations and contract zoning.” See Section IV(A.2).
- D. The proposed rezoning is further consistent with Section IV(D) of the Comprehensive Plan, which provides that development should work to protect, preserve and enhance the wetlands of the community. The Property is a total of 4.76 acres, 3.19 acres of which will be preserved forested area, with at least 1.75 acres of that being wetlands. The wetlands will be protected from development and improved through the removal of trash that has been dumped in/near the wetlands for years. The Project design also includes robust landscaping plantings that will provide a buffer along the wetland edge.
- E. The conditions hereinafter set forth in this contract and by the Old Orchard Beach Planning Board are sufficient to meet the intent of the Contract Zoning Ordinance.

WHEREFORE, based on the findings above set forth, the Old Orchard Beach Town Council hereby agrees that this contract shall modify the Space & Bulk Requirements in the GB-1 District to allow a maximum principal building height of forty-two (42) feet, measured from the finished first floor elevation of the building to the mean point of the sloped roof and to the top of the roof beam on the flat roof and has an elevator tower that may be up to 6 additional feet in height; to allow a reduction in the minimum lot size per dwelling unit to allow 55 residential units to be constructed on the Property; and to allow for a reduction in the parking requirement to one (1) parking space per unit plus five (5) guest parking spaces; provided, however, that this agreement shall be subject to the conditions and restrictions as follows:

- A. Except as set forth herein, the applicant shall adhere to all other applicable provisions of the GB-1 District, the R-1 District, and the HO District, and the Zoning Ordinance and Subdivision Ordinance.
- B. All details shown on the plans approved by the Old Orchard Beach Planning Board on _____, 2020 are incorporated into this contract by reference. The Property shall be developed substantially in conformance with those plans and shall be restricted to households headed by persons 55 years of age or older. No less than 76% of the total number of units shall be restricted to households at or below 60% of area median

income, in accordance with the Low Income Housing Tax Credit Program. Revisions to the Site Plan may be administratively approved by the Town Planner and Code Enforcement Officer in accordance with applicable provisions of the Zoning Ordinance. Any changes determined by the Planning Staff to require Planning Board approval shall be submitted for such review. If it is determined by the Planning Board that any of the changes constitute a change in this contract, then Szanton Monks shall also be required to obtain Town Council approval of such changes. Prior to the completion of construction, Szanton Monks shall remove all trash which is presently on the wetlands constituting part of the Property.

- C. These amendments affect only the parcel of land identified as Tax Map 205, Block 1, Lot 41 on the Town of Old Orchard Beach tax maps as more particularly described on Exhibit A.
- D. This contract and its provisions shall specifically and exclusively apply to the contract zone request submitted by Szanton Monks. Approval of this contract zone is in part based on the technical qualifications of Szanton Monks as submitted to the Town. Accordingly, without the prior written consent of the Town Council, which consent shall not unreasonably be withheld, this contract and the contract zone it creates shall not be transferable by Szanton Monks except that this contract shall be binding upon, and shall inure to the benefit of, future owners of the Property, or any part thereof, provided, however, that Szanton Monks may (i) transfer this contract and the contract zone it creates to a Maine limited partnership in which the general partner thereof is controlled by Nathan S. Szanton and Robert C.S. Monks without any need for written consent of the Town Council and (2) this contract and the contract zone it creates may be assigned or pledged to lenders providing financing secured by the Property and the Project. In the event of a transfer to such a limited partnership, all references in this agreement to Szanton Monks shall thereafter be deemed to refer to such limited partnership.
- E. Failure of Szanton Monks to secure the required Site Plan and Subdivision approvals from the Planning Board, and any and all other permits or approvals that may be required by the Town or other regulatory agencies including but not limited to the Maine Department of Environment Protection and/or Department of Transportation within one year of the approval of this Contract by the Town Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of Szanton Monks, this one year deadline may be extended by one (1) year upon written request to the Town Council submitted by Szanton Monks prior to the expiration of the original one-year period, and in the event the final permits or approvals are delayed due to the pendency of an appeal, the one-year deadline shall start to run from the date the appeal(s) are determined and such permits or approvals become final.
- F. Failure of Szanton Monks to initiate construction of the Project within two (2) years from the date of final approval of this contract zone by the Town Council, or within two (2) years from the date the permits and approvals referred to in Subparagraph E above become final, whichever shall last occur, shall render this contract null and void. In the event that permits or approvals are delayed due to circumstances beyond control of

Szanton Monks, this two-year deadline may be extended by one year upon written request to the Town Council submitted by Szanton Monks prior to the expiration of the original applicable two-year period.

G. Breach of these conditions and restrictions by Szanton Monks shall constitute a breach of the contract. Should Szanton Monks seek to modify these conditions or restrictions, it shall be required to apply for a contract modification. Failure to apply for and obtain a modification shall constitute a zoning violation, subject to enforcement action.

H. Szanton Monks shall record this Contract Zone Agreement in the York County Registry of Deeds within thirty (30) days of the date on which Szanton Monks receives an executed original of this Contract Zone Agreement from the Town. The purpose of this requirement is to provide record notice of all of the requirements of the Contract Zone Agreement, including without limitation the restriction to households headed by persons 55 years of age or older.

Based on the above findings, conditions and restrictions, the Town Council hereby incorporates this contract zoning agreement into the Zoning Ordinance by reference. By signing this contract, both parties agree to abide by the conditions and restrictions contained herein. The above restrictions, provisions and conditions are an essential part of the rezoning of the Property, shall run with the land, shall bind and inure to the benefit of Szanton Monks Properties, LLC, its successors in interest and assigns of the Property or any part thereof, and shall binding upon and shall inure to the benefit of and be enforceable by the Town of Old Orchard Beach.

Adopted by the Old Orchard Beach Town Council on _____, 2020.

The Town of Old Orchard Beach	Szanton Monks Properties, LLC
by s/Shawn O’Neill, Vice-Chair	by s/Nathan Szanton, its Manager
by s/Kenneth Blow	
by s/Michael Tousignant	
by s/Jay Kelley	

STATE OF MAINE

)

) SS

COUNTY OF

)

On _____, 2020, before me personally appeared Nathan S. Szanton, Manager of Szanton Monks Properties, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

NOTARY PUBLIC, signature

Print Notary Name

My Commission

Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

Contract Zone Proposal for Milliken Heights

The Szanton Company





MILLIKEN HEIGHTS - 36 PORTLAND AVE, OLD ORCHARD BEACH

AUGUST 2020 | SCALE: 1" = 40'





Contract Zone

- OOB zoning encourages use of Contract Zones when traditional zoning methods (i.e. variances, conditional use permits, alterations) insufficient to promote desirable development
- Contract Zones allow for more flexible zoning methods
- Town may impose certain restrictions to secure development consistent with the comprehensive plan
 - Example: Require a minimum of 75% affordable housing for 45 years



Comprehensive Plan

- Promote wide variety of housing opportunities to meet needs of various household types and income levels (Sect. IV-3,A.3)(Sect. IV-13; B.6), with a specific focus on elderly housing (Sect. IV-14; B.7)
- Growth should be directed within and adjacent to existing developed areas, where municipal services and utilities can be provided efficiently (Sect. IV-2,3; A.1)
- Ensure critical areas such as wetlands be protected from misuse, which damages their natural resource value or creates public safety/health concerns (Sect. IV-10; A.35)(Sect. IV-17; D.1)
- Encourage property owners to upgrade the physical condition/appearance of property, including signage and the appearance of boarding-up during the off-season (Sect. IV-25; F-2)



What the Contract Zone Does

Parking

- Current zoning: 2 spaces/ unit for multifamily housing
- Allows 1 space per unit plus 5 visitor spaces

Reasons

- All one-bedroom apartments
- All 55+ residents
- Parking study shows fewer cars per household in this age group
- Building location close to groceries, pharmacy, banks, etc.
- Public transit stop at our project



What the Contract Zone Does

Height

- Current zoning height limit: 35 feet
- Allows 42 feet

Reasons

- Site limitations (wetlands)
- Financial feasibility; to achieve 55 units, 4-stories necessary
- Shadow study: very minimal impact to neighboring properties
 - Only after 3pm during winter solstice (when sun goes down early anyway)



What the Contract Zone Does

Density

- Current Zoning: 5,000 sf of land area per apartment
- Allows 1,650 sf of land area per apartment

Reasons

- Total site: 4.76 acres. Must subtract wetland area and 15% of remaining lot area, leaving only 2.12 acres for density calculations
- Only 1.93 acres of site will be developed
- 3.19 acres of site will remain forested, including 1.86 acres of wetland improved & protected
- 55 units = financial feasibility

Questions?

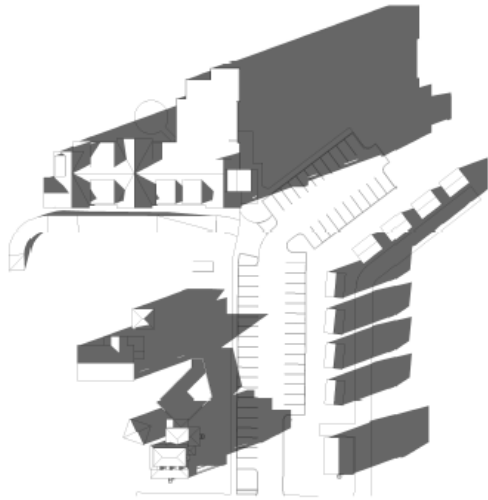


Nathan Szanton – 871-9811

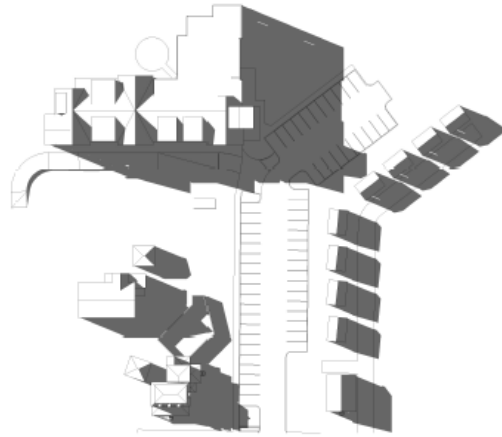
Kristin Martin– 245-6436

nszanton@szantoncompany.com

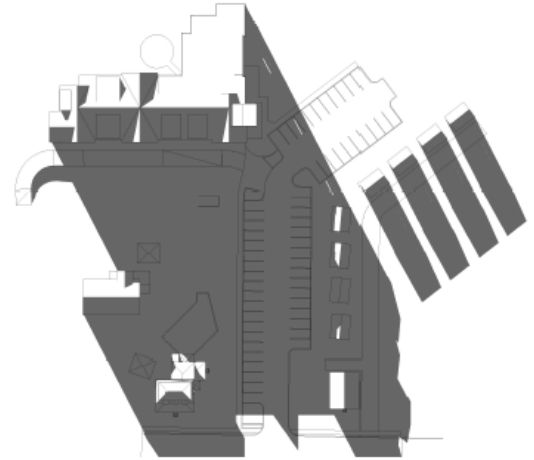
kmartin@szantoncompany.com



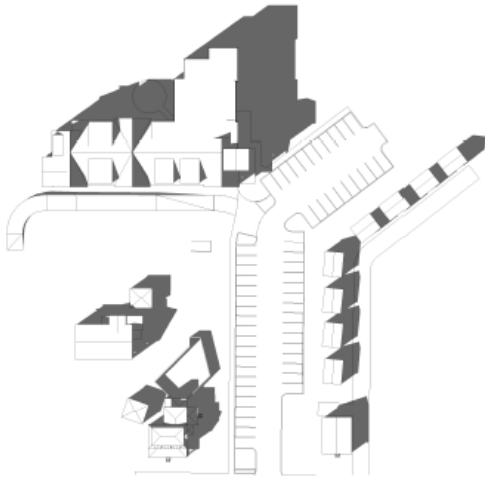
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1" = 50'-0"



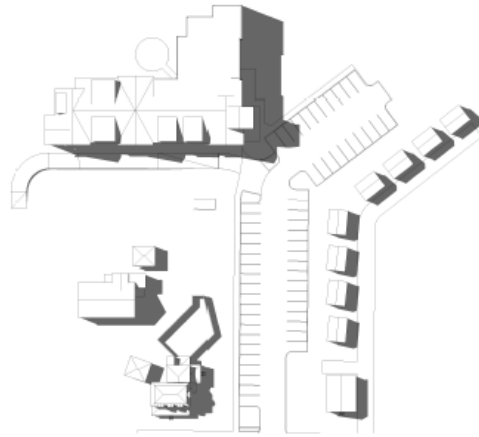
2 | WINTER SOLSTICE 12 PM
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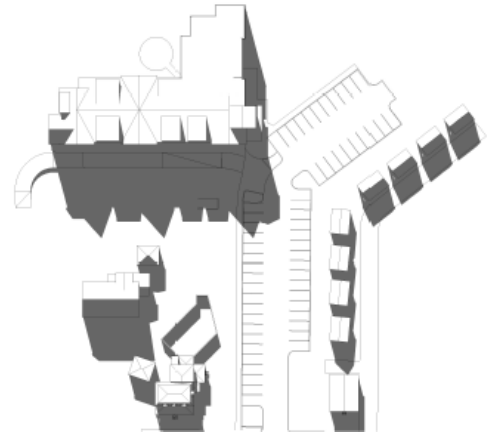
3 | WINTER SOLSTICE 3 PM
1" = 50'-0"



4 | SPRING EQUINOX 9 AM
1" = 50'-0"

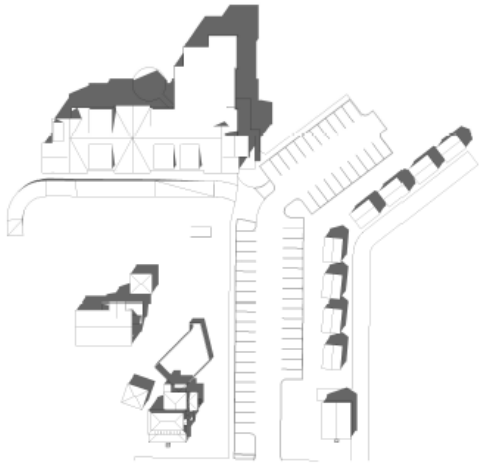


5 | SPRING EQUINOX 12 PM
1" = 50'-0"

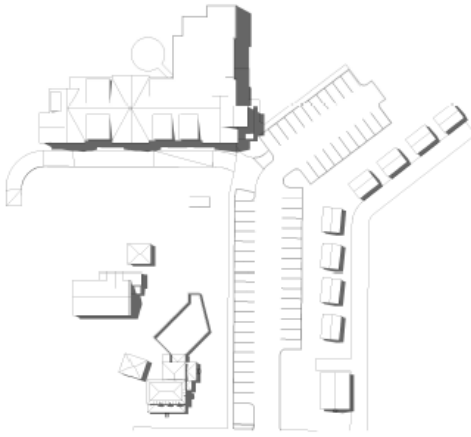


6 | SPRING EQUINOX 3 PM
1" = 50'-0"

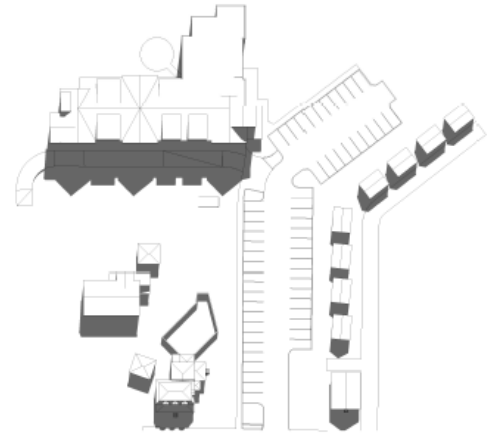
Architect	ARCHETYPE ARCHITECTS 48 Union Street Portland, Maine 04101 (603) 742-6622 WWW.ARCHETYPE-ARCHITECTS.COM
Consultant	
Prepared for	THE SZANTON COMPANY
Project	36 Portland Ave OLD ORCHARD BEACH, ME
Scale	1" = 50'-0"
Date	MAR 12 2020
Revision	SHADOW STUDY 1
C3.5	



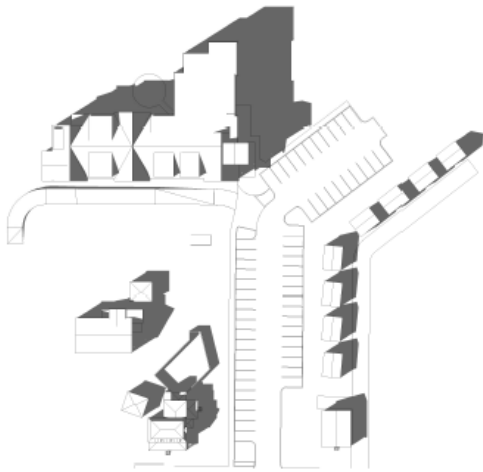
2 | SUMMER SOLSTICE 9 AM
1" = 50'-0"



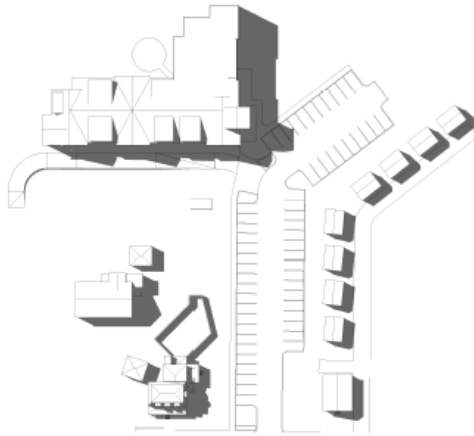
3 | SUMMER SOLSTICE 12 PM
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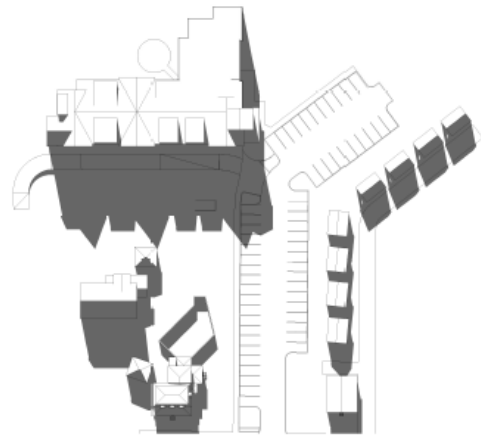
1 | SUMMER SOLSTICE 3 PM
1" = 50'-0"



4 | AUTUMNAL EQUINOX 9 AM
1" = 50'-0"



5 | AUTUMNAL EQUINOX 12 PM
1" = 50'-0"



6 | AUTUMNAL EQUINOX 3 PM
1" = 50'-0"

Prepared for		THE SZANTON COMPANY	
Architect		ARCHETYPE ARCHITECTS 42 Union Wharf, Portland, Maine 04101 (617) 622-5555	
Address	Project	36 Portland Ave OLD ORCHARD BEACH, ME	
Elevation		Scale: 1" = 50'-0"	
Date:	SHADOW STUDY 2		
MAR 12 2020			
C3.6			

Table 1
Parking Utilization Data
Existing Greater Portland Area Senior Housing Facilities

<u>Facility Location</u>	<u># of Units</u>	<u># of Site Spaces</u>	<u>July 2 Utilization Data</u>		<u>July 3 Utilization Data</u>		<u>July 5 Utilization Data</u>		<u>TOTAL</u>	<u>AVERAGE</u>
			AM	PM	AM	PM	AM	PM		
Biddeford 5 Graham Street	35	26	n/a	18	18	17	17	17	87 vehicles	17.4 vehicles
Portland 47 Smith Street	20	20	n/a	5	5	6	6	6	28 vehicles	5.6 vehicles
TOTAL	55	46	n/a	23	23	23	23	23	114 vehicles	22.8 vehicles

- ELEVATION LEGEND**
1. DOUBLE HUNG VINYL WINDOWS, W/ BLACK TRIM
 2. VINYL SIDING
 3. 1X2 PVC CORNER BOARDS, TOP
 4. INSULATED SALIENATED DOOR
 5. RECESSED DOWNLIGHTS
 6. GRIP CORNER PITS
 7. ALUMINUM STOREFRONT
 8. ALUMINUM FULL LITE DOORS



2 | EAST ELEVATION
1/8" = 1'-0"

THE BUILDING HEIGHTS ARE SHOWN FROM FINISHED FIRST FLOOR ELEVATIONS TO MEAN POINT OF SLOPED ROOF AND TOP OF ROOF BEAM ON FLAT ROOF. THE EXTERIOR GRADE AT BUILDING VARIES FROM 8 INCHES BELOW FIRST FLOOR TO 41 FEET BELOW FIRST FLOOR.



1 | SOUTH ELEVATION
1/8" = 1'-0"



3 | NORTH ELEVATION
1/8" = 1'-0"

Prepared For	THE SZANTON COMPANY
Consultant	ARCHITECTURE P.C. B.L.L.C. I.S. 48 Union Street Portland, Maine 04101 (207) 463-8021 (Fax) (207) 463-8021
Project	36 Portland Ave
Drawn	18 AUG 2020
Scale	A's indicated
BUILDING ELEVATIONS	
A2.02	

Public Hearing IV – Tax Increment Financing District

Consider whether to designate the Municipal Affordable Housing Tax Increment Financing District to be known as “Milliken Heights Affordable Housing District” and to adopt a Development Program for such District, related to property located in the area identified on Town of Old Orchard Beach Tax Maps as Map 205, Block 1, Lot 41?

The public hearing was opened by Chair O’Neill at 7:52pm.

Background: *(see attached Notice, Property Tax Agreement & Affordable Housing Tax Increment Financing Application)*

The Szanton Company is proposing to build affordable housing at 36 Portland Avenue consisting of 55 one-bedroom rental apartments reserved for households with a head that is at least 55 years old. About 75% of the apartments will be reserved for households earning less than 60% of the Area Median Income while the remaining apartments will rent for market value. The proposed units will meet an existing need for quality, affordable, year-round rental units. In order for the project to be developed with a large percentage of affordable apartments the Szanton Company is requesting that the Town grant Tax Increment Financing for affordable housing. The TIF would return to Szanton 80% of the property taxes due on the project for 15 years following the completion of construction, after which the project would be fully taxable. The proposed TIF structure is now the standard in Maine in order for affordable housing projects to be constructed. The TIF arrangement is part of the financing package that is supported by the Maine State Housing Authority, the agency that provides funding and financing for such projects in the State.

Discussion:

See slide deck presented by Kristin Martin from Szanton Company

Chair O’Neill spoke to the collaborative effort of the Town Council and the Szanton Company and thanked them for their time and efforts to move the project forward.

Nathan Szanton thanked the Town Council and Town Manager Mead; acknowledging a high level of professionalism and support.

The public hearing was closed by Chair O’Neill at 7:58pm

MAINE STATE HOUSING AUTHORITY

APPLICATION

Affordable Housing Tax Increment Financing

The Municipal Affordable Housing Development Districts statute, 30-A M.R.S.A. §§5245 – 5250-G, referred to as the "TIF Statute" in this Application, applies to affordable housing tax increment financing in Maine. The TIF Statute provides that before a municipality's designation of an affordable housing development district and its adoption of the associated affordable housing development program for the district become effective, MaineHousing must review the proposed district and development program to ensure compliance with the TIF Statute.

All applications to MaineHousing for review of an affordable housing development district and its associated development program must be on this form and include all eight Attachments noted below.

Sections 1 and 2 below are in fillable PDF format and may be completed on-line. After you have completed Sections 1 and 2, please print the Application and sign where indicated in Section 1.

This Application, with Attachments 1 through 8, may be submitted to MaineHousing in one of two ways:

By Email to Donald Guild, Esq. sent to dguild@mainehousing.org, *or*

By mail to: Donald Guild, MaineHousing, 26 Edison Drive, Augusta, Maine 04330

In this Application "district" means an affordable housing development district and "development program" means an affordable housing development program.

SECTION 1 – APPLICANT INFORMATION

1-1 Name of applicant city or town: Town of Old Orchard Beach, Maine

1-2 Municipal official submitting this Application:

<u>Larry Mead</u>	<u>Town Manager</u>
Printed name	Title
<u>1 Portland Avenue, Old Orchard Beach, Maine 04064</u>	
Mailing address	
<u>207-937-5628</u>	<u>lmead@oobmaine.com</u>
Phone number	E-mail address

The municipal official named above certifies that he/she has the authority to submit this Application to MaineHousing and further certifies that to the best of his/her knowledge, the information contained in this Application and its Attachments is true.

Signature

Date

1-3 Municipal official with authority to submit annual reports to MaineHousing on the status of the district:

Larry Mead

Town Manager

Printed name

Title

1 Portland Avenue, Old Orchard Beach, Maine 04064

Mailing address

207-937-5628

lmead@oobmaine.com

Phone number

E-mail address

SECTION 2 – NOTICE AND HEARING

Before designating a district or adopting a development program, the municipal legislative body must

- (a) hold at least one public hearing,
- (b) publish notice of the hearing at least 10 days before the date of the hearing in a newspaper of general circulation in the municipality,
- (c) at the hearing, consider
 - (i) whether the district and development program will contribute to the expansion of affordable housing or the betterment of the health, welfare or safety of the residents,
 - (ii) any claim by a party that the district or development program will be detrimental to that party's property interests for which substantial evidence is produced, and whether any adverse economic effect is outweighed by the availability of affordable housing or the betterment of resident health, welfare or safety.

2-1 Date of public notice: September 24, 2020

Attachment 1 – Newspaper Notice

Include as Attachment 1 a copy of the newspaper page showing the public notice and the newspaper name and date.

2-2 Date of public hearing: October 6, 2020

Attachment 2 – Public Hearing Record

Include as **Attachment 2** the record of the meeting at which the public hearing was held, certified by the municipal clerk.

Attachment 3 – Additional Documents

Include as **Attachment 3** all documentation submitted to, or prepared by, the municipality relating to items (c)(i) and (c)(ii) above.

SECTION 3 – MUNICIPAL APPROVAL

Conditions of municipal approval of district and development program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist in Appendix A** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

IMPORTANT NOTE: Because the TIF Statute defines a district as "a specified area within the corporate limits of a municipality that has been designated . . . to be developed" under a development program, a development program must, at a minimum, include new construction of affordable housing or rehabilitation of existing housing *inside* the district, or both. A municipality may not create a district for the sole purpose of capturing tax increment revenues that would result only from inflationary adjustments to property values with no development of new housing or rehabilitation of existing housing in the district.

Attachment 4 – Municipal Approval

Include as **Attachment 4** a copy of the order or resolution and vote of the municipal legislative body approving the district and development program, certified by the municipal clerk.

Attachment 5 – District Maps

Include as **Attachment 5** a municipal map and tax map showing the district boundaries.

Attachment 6 – Certification of Original Assessed Value of District

Include as **Attachment 6** a dated certification signed by the municipal assessor showing the original assessed value of the district. "Original assessed value" means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

Attachment 7 – Development Program

Include as **Attachment 7** a copy of the development program approved by the municipality's legislative body.

Attachment 8 – Credit Enhancement or Other Agreement

Include as **Attachment 8** a copy of the credit enhancement agreement or other tax increment revenue sharing agreement, whether or not executed.

**See Appendix A below for
Checklist for Approval of District and Development Program**

Appendix A
Checklist for Approval of District and Development Program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

- District description
 - _____ Physical description of district
 - _____ Municipal map showing district boundaries
 - _____ Tax map showing district boundaries

- At least 25% of district acreage is suitable for residential use, blighted, or in need of rehabilitation/redevelopment
 - _____ % acreage suitable for residential use
 - _____ % blighted
 - _____ % in need of rehabilitation/redevelopment
 - _____ Physical description of district to support above
 - _____ Zoning designation where district is located
 - _____ Allowed uses in that zone

- District acreage divided by total municipal acreage is not more than 2%
 - _____ Total district acreage
 - _____ Total municipal acreage
 - _____ District acreage as a percent of total acreage

- Total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage is not more than 5%

_____ Total acreage of all development districts
_____ Total municipal acreage
_____ Total development district acreage as a percent of total acreage

- Original assessed value (OAV)* of district

_____ Dated certification signed by municipal assessor showing OAV amount and date

* OAV means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

- OAV of all existing and proposed affordable housing development districts in the municipality divided by aggregate taxable property value as of the April 1st before MaineHousing approval is not more than 5%

_____ Aggregate OAV of existing and proposed districts
_____ Aggregate taxable property value as of the April 1st before MaineHousing approval
_____ Aggregate OAV as a percent of total taxable value

- Development program start and end dates

_____ First tax year (i.e., April 1 – March 31) of development program *

* May be any tax year specified in municipal approval. If none is specified, the development program will start during the tax year of approval.

_____ Last tax year of development program **

** Not more than 30 years after tax year of MaineHousing approval.

_____ Municipal fiscal year ***

*** Example: July 1 – June 30

- The development program meets an identified housing need in municipality

_____ Description of need
_____ Description of how development program meets need
_____ Number of new rental units to be constructed

- _____ Number of existing rental units to be rehabilitated
- _____ Number of new single-family homes, including condominiums, to be constructed
- _____ Number of existing single-family homes, including condominiums, to be rehabilitated

District must be a primarily residential * development

- _____ Description of residential and non-residential uses in district and acreage of each
- _____ Description of accessory uses relating to residential use

* A district is primarily residential if the overall character of the uses in the district is residential. Residential uses include both housing and uses related to residential uses, such as recreational facilities and child care facilities available to the residents of the district and small-scale nonresidential uses that are intended to provide services primarily to the residents of the district.

At least 33% of the housing units in the district must be affordable housing *

- _____ Number of affordable single-family owner-occupied homes, including condominiums, in district
- _____ Number of affordable rental units in district
- _____ Total number of housing units in district
- _____ Affordable housing units as a percent of total units

* Affordable housing is an owner-occupied single-family home or condominium or a rental unit for a household earning no more than 120% of area median income (AMI). The housing must be decent, safe and sanitary. Affordable housing does not include facilities such as emergency shelters, nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, or student dormitories, regardless of income level. No purchase price limits on homes or rent restrictions on rental units are required to establish that a unit is affordable.

HUD updates AMI annually. The AMI for counties and other designated areas in Maine can be found at <https://www.huduser.gov/portal/datasets/il.html>. Select the tab for the most current Year for which data is available. Click the link under Individual Income Limits Areas (“FY ____ IL Documentation”). Scroll and select the State of Maine. Scroll and select the appropriate municipality. Click “View County Calculations”. Use the Median Family Income figure in the first column. Multiply that MFI figure by 120% to determine the maximum income level.

- Mechanism to ensure ongoing affordability of 33% of the housing units in district for required time

_____ Length of affordability period for owner-occupied single-family homes and condominiums *

* The minimum affordability period for single-family owner-occupied homes and condominiums is 10 years.

_____ Description of affordability mechanism for single-family owner-occupied homes and condominiums

_____ Length of affordability period for rental units **

** The minimum affordability period for rental units is 30 years.

_____ Description of affordability mechanism for rental units

A district may contain only homeownership units or only rental units or a combination of both, but a minimum of 33% of the total number of housing units in the district must be affordable for the required time, i.e., 10 or 30 years, depending on the housing type.

The affordable units can be fixed (particular units are subject to the affordability requirements and never change, i.e., those specific units must remain affordable during the applicable affordability period and other units cannot be substituted for them) or they can float (units initially designated as affordable may change over time and other affordable units can be substituted in their place) provided that at least 33% of the total number of housing units in the district are affordable housing at any given point in time.

Whether the units are rental or homeownership units, the affordability period begins to run when the units have been constructed or rehabilitated into decent, safe and sanitary housing and (i) are available for occupancy if the development is subject to a declaration of covenants and restrictions that requires the units to be affordable (i.e., restricted to households with income not exceeding 120% of AMI), or (ii) when the units are occupied by a household with income not exceeding 120% of AMI if the development is not subject to a declaration. The development program needs to include timing information on the development and availability for occupancy of the affordable units in the district. To comply with the TIF Statute's requirement that at least 33% of the housing units in the district be affordable housing, in a mixed-income development, the development program must provide for the construction/rehabilitation of the affordable units within a reasonable timeframe during the construction phase of the project and not leave them to the end of the project if the units will be made available for occupancy or sale as they are constructed or rehabilitated.

- Operation of housing and facilities in district

- _____ Description of how housing and facilities in the district will be operated after completion
- _____ Entity responsible for operation
- _____ Source of operating funds

Specific planned uses of tax increment revenues from the district *

* See §5249 of the TIF Statute for eligible uses of tax increment revenues from the district.

IMPORTANT NOTE: Municipalities are cautioned that a broad recitation in a development program of all or substantially all the authorized project costs listed in the TIF Statute will not be accepted by MaineHousing.

A non-residential use included in a development program may be funded with tax increment revenues from the district, provided that the non-residential use contributes to a specific, identified improvement of the health, welfare or safety of the residents of the municipality, including a specific, identified benefit to the residents of the district, or to the expansion of affordable housing within the municipality. The district and development program must otherwise comply with the requirements of the TIF Statute, including the requirement that the district be a primarily residential development. Tax increment revenues may not be used to construct new "pure" commercial facilities within a district or to rehabilitate those facilities.

- _____ Description of each improvement, facility, program, or other activity included in the development program that may or will be funded in whole or in part with tax increment revenues *

* Include all intended uses and potential alternative uses.

- _____ List which of these improvements, facilities, programs, or other activities are inside the district

- _____ List which of these improvements, facilities, programs, or other activities are outside the district **

** To be funded with tax increment revenues, costs outside the district must be ***directly related to or made necessary*** by the creation or operation of the district. Include any supporting studies, research, estimates, and assumptions.

- _____ Amount of tax increment revenues to be used for each improvement, facility, program or other activity inside and outside the district ***

*** Only the proportion of costs outside the district that are ***directly related to or made necessary*** by the creation or operation of the district may be paid with tax increment revenues.

- _____ Amount and source of other funding for the development program
- _____ Timing of each planned improvement, facility, program, or other activity

A municipality may use tax increment revenues from a district to establish a permanent housing development revolving loan fund or investment fund. *

- _____ A description of the fund, including type, purpose, operation, and provisions for repayment or return of fund proceeds to the fund
- _____ The timing of the establishment and use of the fund
- _____ The property to be purchased with investment fund proceeds and the housing to be developed with revolving loan fund proceeds and timing
- _____ The location of the property and the housing

* A permanent housing development revolving loan fund or investment fund must be used solely for the development of affordable housing as defined above.

Loans made from a revolving loan fund must be repaid to the municipality, and all loan repayments must be deposited into that loan fund and used for additional loans for the development of affordable housing. Loans may be made from the revolving loan fund for both new construction of affordable housing and the rehabilitation of existing housing.

Funds in an investment fund may be used only for the purchase of property by the municipality for the development of affordable housing by the municipality itself or by a developer to which the municipality sells or leases the property. All sales proceeds or rental revenues must be placed in the investment fund and used for additional purchases of property by the municipality for that purpose.

Creating a district around an existing residential area for the purpose of funding a revolving loan fund or investment fund still requires that there be some development of affordable housing *within* the district, whether new construction or the rehabilitation of existing housing, or both.

Because revolving loan funds and investment funds are capitalized with tax increment revenues resulting from the development of affordable housing in a district and proceeds disbursed from a loan or investment fund are required to be returned to the fund, it is not necessary for a municipality to make any further showing that costs of establishing a permanent housing development revolving loan fund or investment fund are directly related to or made necessary by the district.

A financial plan showing for each year the development program will be in effect

- _____ An estimate of increased assessed value * of the district (including assumptions)

* Increased assessed value is the amount, if any, by which the current assessed value as of the most recent April 1st exceeds OAV.

_____ Amount or percent or method or formula for determining amount or percent of increased assessed value to be retained as captured assessed value ** and applied to pay development program costs and resulting tax increment ***

** Captured assessed value is the portion of increased assessed value that is used from year to year to finance the project costs authorized under the development program.

*** Tax increment means the municipal real estate taxes assessed on the increased assessed value of the property in the district.

_____ Calculation of estimated tax shifts showing the effect on the municipality's state revenue sharing, education subsidies, and county taxes resulting from creation of district and the capture of increased assessed value. ****

**** Use the tax shift formulas in **Appendix B** to this Application to calculate tax shifts.

_____ Allocation of total tax increment revenues from the district

_____ Portion * to be allocated to project owner

_____ Portion * to be allocated to municipality

* May be stated as a percent or amount or by formula.

_____ Copy of credit enhancement or other tax increment revenue sharing agreement (whether or not executed)

Relocation plan for persons temporarily or permanently displaced by development activities

_____ Relocation plan description, or

_____ Statement that no relocation is necessary

Description of environmental controls to be applied

_____ Statement regarding environmental controls, such as permitting and licensing or use of environmental mitigation measures during development and operation of district

Development program consistent with comprehensive planning

_____ Date of comprehensive plan final adoption

_____ Statement of no conflict with comprehensive plan

_____ Statement indicating how development program complies with Maine law limiting growth-related capital investments (see 30-A M.R.S.A. §4349-A)

- District not in conflict with municipal charter

_____ Statement of no conflict with municipal charter

- For municipal debt financing only:** Amount of public debt with maximum 30-year maturity to be incurred to finance development program costs

_____ Principal amount, maturity and type of each municipal debt issuance

_____ List of improvements inside the district * to be financed with municipal debt

<p>* Under §5250-D of the TIF Statute, municipal debt may be issued to finance only development program costs <u>inside</u> the district.</p>

Appendix B

Tax Shift Formulas

To calculate the state education subsidy tax shift: For each fiscal year, the state education subsidy formula is based on the average of the certified state valuations for the three (3) most recent years prior to the most recently certified state valuation. The education tax shift is computed by comparing Maine Department of Education Form ED 279 for the municipality with and without retained captured assessed value. The difference in the actual education subsidy and the adjusted education subsidy represents the projected state education subsidy tax shift for that year.

To calculate the state revenue sharing tax shift: The first step in determining the revenue sharing tax shift is to obtain the total municipal revenue sharing amount from the State Treasurer. The five steps outlined in the following formula are then applied ("CAV" below means projected captured assessed value):

Step 1:
$$\frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation}} = \text{Current Factor}$$

Step 2:
$$\frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation} + \text{CAV}} = \text{Adjusted Factor}$$

Step 3:
$$\frac{\text{Current Factor} = 1.X}{\text{Adjusted Factor}}$$

Step 4:
$$1.X - 1.0 = .X$$

Step 5:
$$.X (\text{total municipal revenue sharing amount}) = \text{Revenue sharing tax shift}$$

To calculate the county tax shift: The steps in determining the county tax shift are as follows ("CAV" below means projected captured assessed value):

Step 1: Obtain the most recent County State Valuation from Maine Revenue Services.

Step 2: Determine the average CAV for the District over the life of the District.

Step 3: Determine the municipality's current share of the county tax:

$$\frac{\text{Current State municipal valuation}}{\text{Current State county valuation}}$$

Step 4: Determine what the municipality's share of the county tax would be if the new value from the District were added to the municipal valuation without the creation of the District:

$$\frac{\text{Current State municipal valuation} + \text{average new value}}{\text{Current State county valuation} + \text{average new value}} = \% \text{ of county tax shift}$$

Step 5: Determine the estimated average annual county tax over the life of the District. To arrive at this number, determine the average change in county tax for the last five (5) years and the percentage increase projected to the middle of the District's life.

Step 6: Multiply the projected tax from Step 5 by the percent of county tax shift from Step 4 to determine the county tax shift.

Attachment 1

Notice of Public Hearing

NOTICE OF PUBLIC HEARING TOWN OF OLD ORCHARD BEACH NOTICE OF PUBLIC HEARING

Regarding

An Affordable Housing Development and Tax Increment Financing District
To Be Known As The “Milliken Heights Affordable Housing Development
and Tax Increment Financing District”

Notice is hereby given that the Town of Old Orchard Beach will hold a public hearing on **Tuesday, October 6, 2020** at the Town Hall Council Chambers, 1 Portland Ave., Old Orchard Beach, Maine, The Public Hearing will be at 6:30 p.m.

The purpose of the public hearing is to receive public comments on the designation of the affordable housing development and tax increment financing district to be known as the Milliken Heights Affordable Housing Development and Tax Increment Financing District (the “District”) and the adoption of a development program for the District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed District consists of approximately 4.76 acres of property located at 36 Portland Avenue in Old Orchard Beach. The proposed development within the District will include 55 units of senior housing, 76% of which will be affordable housing.

Copies of relevant materials will be on file at the Town offices during normal business hours in advance of the public hearing. The proposed Milliken Heights Affordable Housing Development Program will also be available at www.oobmaine.com and can also be obtained by calling 207.937.5626, Jennifer Hayes, during normal business hours and requesting that a copy be mailed to you. All interested persons are invited to participate in the public hearings and will be given an opportunity to be heard. Face coverings are required to enter Town Hall and required social distancing protocols will be observed.

Public comments will be taken at the hearings and written comments should be submitted to jhayes@oobmaine.com. Written comments will be accepted until the day before the public hearing. Written comments are due by **Monday, October 5th, 2020**.

Attachment 2

Meeting Minutes

Attachment 3

Additional Documents

Please refer to Attachment 4

Attachment 4

Municipal Approval

**TOWN OF OLD ORCHARD BEACH, MAINE
COUNCIL ORDER**

**AN ORDER DESIGNATING THE MILLIKEN HEIGHTS AFFORDABLE HOUSING
DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT AND ADOPTING
THE DEVELOPMENT PROGRAM FOR SUCH DISTRICT**

WHEREAS, the Town of Old Orchard Beach (the “Town”) is authorized pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, to designate a specified area or areas within the Town as an affordable housing development district and adopt a development program for such district; and

WHEREAS, there is a need for the development of affordable, livable housing in the Town, in the surrounding region, and in the State of Maine; and

WHEREAS, the designation of the District and implementation of the Development Program will help to improve and broaden the tax base in the Town and improve the economy of the Town and the region by attracting business development to the Town; and

WHEREAS, the Town held a public hearing on the question of establishing the District on October 6, 2020, in accordance with the requirements of 30-A M.R.S.A. § 5250, upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town; and

WHEREAS, the Town desires to designate the *Milliken Heights Affordable Housing Development and Tax Increment Financing District* (the “District”) and adopt a development program for the District (the “Development Program”); and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority (“MaineHousing”) approving the designation of the District and the adoption of the Development Program for the District;

NOW THEREFORE, BE IT ORDERED BY THE TOWN COUNCIL OF THE TOWN OF OLD ORCHARD BEACH, MAINE:

Section 1. The designation of the District and pursuit of the Development Program will contribute to the expansion of affordable housing opportunities in the Town of Old Orchard Beach and will contribute to the betterment of the health, welfare and safety of the inhabitants of the Town, and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, the Town hereby designates the *Milliken Heights Affordable Housing Development and Tax Increment Financing District* and hereby adopts the Development Program for the District described as more particularly set forth in the documents presented to the Town Council in conjunction with this Order.

Section 3. Pursuant to the provisions of 30-A M.R.S.A. § 5250-A, the percentage of captured assessed value to be retained in accordance with the Development program is hereby established as set forth in the Development Program.

Section 4. The Town Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to MaineHousing for review and approval pursuant to the requirements of 30-A M.R.S.A. Chapter 206, Subchapter 3; and further is authorized and directed to execute a Credit Enhancement Agreement consistent with the provisions of the *Milliken Heights Affordable Housing Development and Tax Increment Financing District* Development Program in generally the form as presented and approved herein and to create the accounts and take all the actions described in such agreement consistent with the Development Program.

Section 5. The Town Manager be and hereby is authorized and empowered at his direction from time to time to make such revisions to the Development Program for the District as he deems reasonably necessary or convenient in order to facilitate the process of review and approval of the District by MaineHousing, or for any other reason, so long as such provisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program. The Town Manager is also hereby authorized and directed to submit any reports to MaineHousing regarding the District and Development Program throughout the term of the District.

Section 6. The Town Manager be, and hereby is, authorized and directed to execute an agreement with the developer of the Milliken Heights affordable housing project regarding the District property owner's obligations if the project becomes entitled to pay less than 100% of the property tax obligation during the term of the District.

Section 7. The foregoing designation of the District and the adoption of the Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the proposed District by MaineHousing without requirements of further action by the Town, Town Council or any other party.

Section 8. The Town hereby finds and determines that:

a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for residential use, blighted area or is in need of rehabilitation or redevelopment; and

b. The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development districts within the Town, and the total area of all development districts within the Town does not exceed five percent (5%) of the total acreage of the Town; and

c. The original assessed value of the District plus the original assessed value of all existing affordable housing development districts within the Town does not exceed five percent (5%) of the total value of the Town.

d. The District and pursuit of the Development Program will contribute to the expansion of affordable housing opportunities within the municipality or to the betterment of the health, welfare or safety of the inhabitants of the Town. The Town has considered all evidence, if any, presented to it with regard to any substantial detriment to another party's existing property interests in the Town and has found and determined that such interested party's property interests in the Town are outweighed by the contribution made by the District or Development Program to the availability of affordable housing within the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town.

Section 9. The Town Manager is authorized to file the yearly reports required by Title 30-A M.R.S.A. § 5250-E and otherwise to take all lawful actions required in the administration of the District and Development Program.

Dated: October 20, 2020


Attachment 5

District Maps



MILLIKEN HEIGHTS AFFORDABLE HOUSING DEVELOPMENT



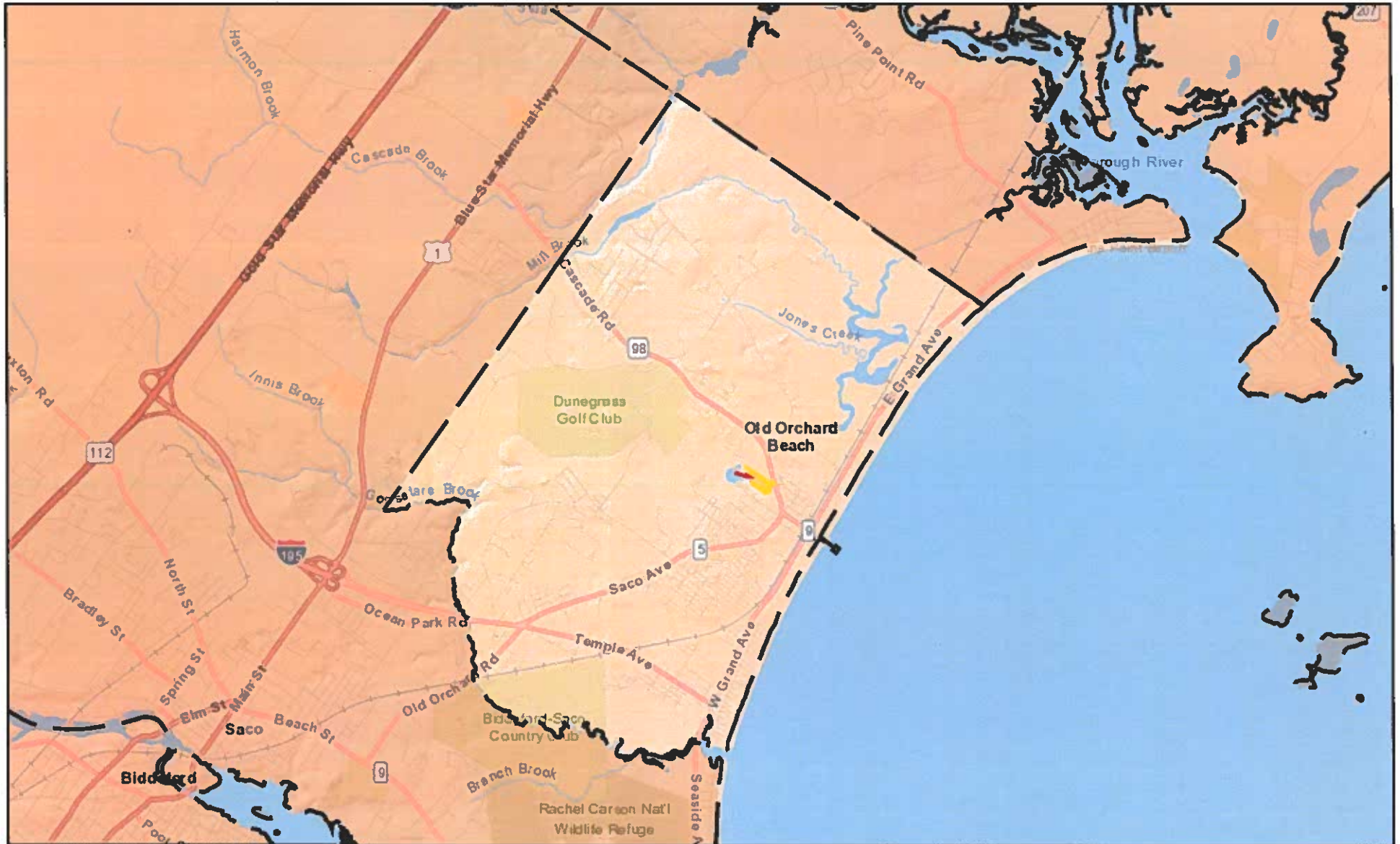
 Milliken Heights AHTIF District (4.76 acres)

Old Orchard_Beach, ME

1 inch = 4400 Feet

0 4400 8800 13200

September 15, 2020




Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



MILLIKEN HEIGHTS AFFORDABLE HOUSING DEVELOPMENT

Old Orchard_Beach, ME

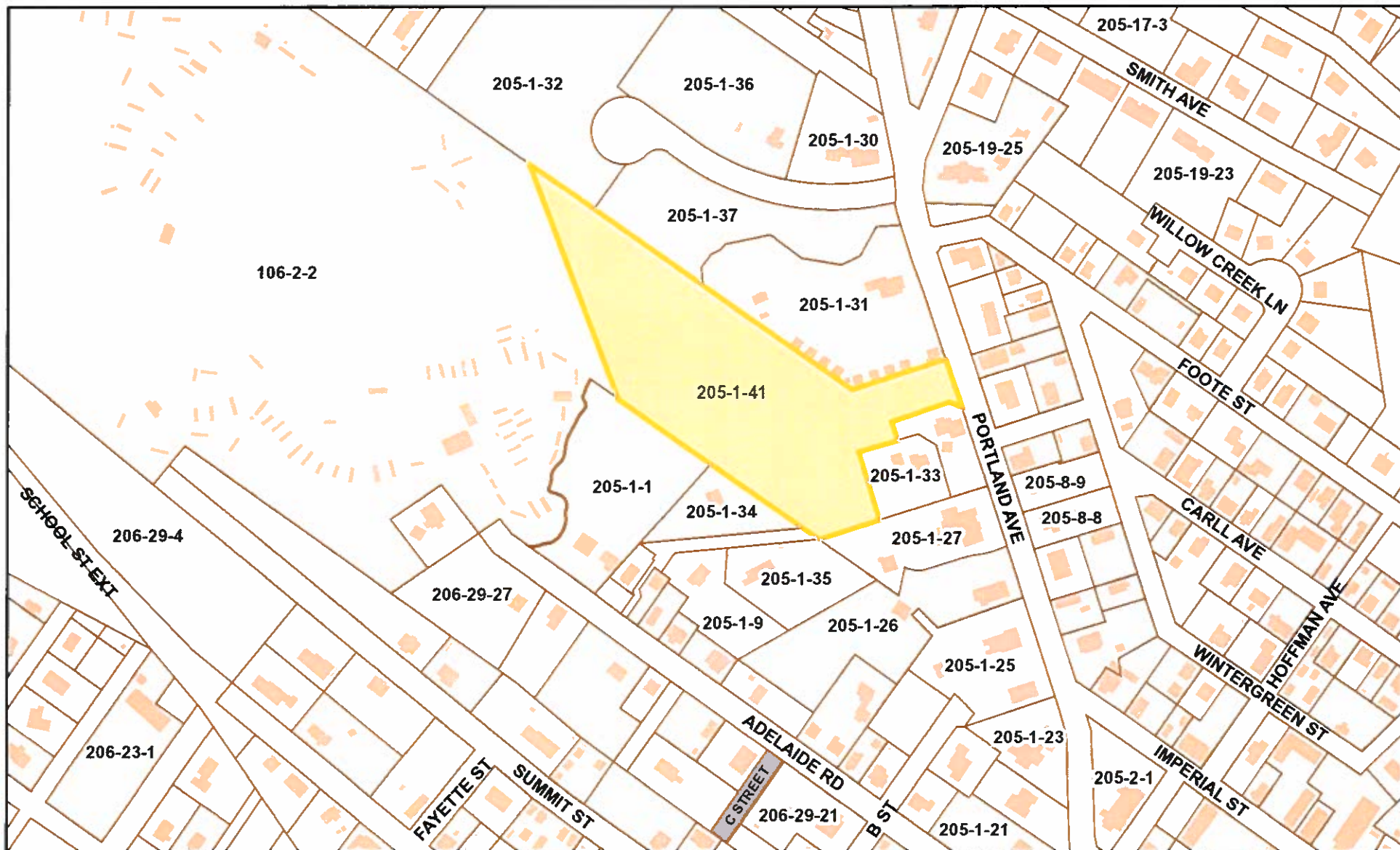


 Milliken Heights AHTIF District (4.76 acres)

1 inch = 273 Feet



September 14, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Attachment 6

Assessor's Certificate

ATTACHMENT 6

**ASSESSOR'S CERTIFICATE
TOWN OF OLD ORCHARD BEACH**

The undersigned Assessor for the Town of Old Orchard Beach, Maine hereby certifies pursuant to the provisions of M.R.S.A Title 30-A § 5227(2) that:

The assessed value of taxable real property of the Milliken Heights Affordable Housing Development and Tax Increment Financing District as described in the Development Program to which the Certificate is included, was **\$23,800** as of March 31, 2020 (April 1, 2019).

In Witness Whereof, This Certificate has been executed as of this 14th day of September, 2020.

ASSESSOR



George Greene, Assessor, Town of Old Orchard Beach, Maine

Original Assessed Value for Individual Tax Map Lot

Tax Map and Lot Number	TIF Acres	Original Assessed Value as of March 31, 2020 (April 1, 2019)
205-1-29 ¹ (partial lot)	4.76	\$23,800 ²

¹ As of April 1, 2019, the acreage within the District was contained in a larger lot, identified on tax maps as 205-1-29. The acreage within the District is now contained in a separate lot, identified on tax maps as 205-1-41.

² The total acreage of lot 205-1-29 as of April 1, 2019 was 5.12 acres. The 4.76-acre portion of that lot that is now comprising the District was valued at \$23,800 as excess undeveloped land.

Attachment 7

Development Program

**MILLIKEN HEIGHTS SENIOR HOUSING AFFORDABLE HOUSING
DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT
DEVELOPMENT PROGRAM**

Summary:

Milliken Heights, LP, a Maine limited partnership (the “Partnership”), intends to acquire an approximately 4.76 acre-parcel located at 38 Portland Avenue in Old Orchard Beach, Maine. The Partnership intends to construct low income, rental, senior housing development consisting of approximately fifty-five (55) units on the site (the “Project”).

The Project has applied for subdivision approvals from the Town of Old Orchard Beach Planning Board. The proposed plans call for construction of a single, approximately 48,870 square foot, 4-storied building with an elevator and related site improvements. Each of the approximately fifty-five (55) apartments at the Project will be a one-bedroom unit of approximately 625 square feet. The Project will also provide residents with ancillary spaces such as a community room, trash and recycling, a manager’s office, and an on-site laundry room. Site improvements include a sixty (60) space landscaped parking area, a recreational open space, and storm water management infrastructure.

The approximately fifty-five (55) apartments at the Project will serve seniors with quality rental housing. Approximately forty-two (42) of the units will be leased at rental rates affordable to seniors with annual household income at or below 60% of the area median income (AMI). Residents of the Project will further benefit from the efficiency and predictability of having heat and hot water included in their monthly rents.

The Partnership is requesting a Tax Increment Financing arrangement pursuant to which 80% of the taxes paid on increased assessed value would be returned to it each year for a fifteen (15) year period following the completion of construction, all pursuant to the Affordable Housing Tax Increment Financing Program. The obligation to pay such tax increment revenues to the Partnership would be set forth in a Credit Enhancement Agreement between the Town and the Partnership, on usual and customary terms. A copy of the proposed Credit Enhancement Agreement is on file with the Town and available in these application materials as Attachment 8.

The following questions are responsive to the checklist for Approval of District and Development Program set forth in Appendix A to the Maine State Housing Authority Affordable Housing Tax Increment Financing Application.

1. Description of the Milliken Heights Senior Housing Affordable Housing Development and Tax Increment Financing District.

The Milliken Heights Senior Housing Affordable Housing Development and Tax Increment Financing District (the “District”) consists of an approximately 4.76 acre parcel of land located at 38 Portland Avenue, Old Orchard Beach, Maine, all as shown on Attachment 5 to these application materials.

2. Is at least 25% of district acreage is suitable for residential use, blighted, or in need of rehabilitation/redevelopment?

All of the acreage in the District is suitable, and will be used for, residential purposes.

3. Does the District acreage divided by total municipal acreage exceed 2%?

The acreage in the District is 4.76 acres and the total municipal acreage is 4,800 acres, yielding a District of 0.099% of the total municipal acreage.

4. Does the total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage exceed 5%?

The total acreage of all existing and proposed development districts in Old Orchard Beach is 9.21 acres, and the total municipal acreage is 4,800 acres. The proposed Milliken Heights Senior Housing Affordable Housing Development and Tax Increment Financing District will be 4.76 acres. The total Town development district acreage (that is not exempt from the calculations) as a percentage of the Town’s total acreage is 0.019%.

5. Original assessed value of district

The original assessed value of the district is \$23,800 as of March 31, 2020 (April 1, 2019). Attached hereto as **Exhibit B** is a certification of such original assessed value from the Assessor of Old Orchard Beach.

6. Does the OAV of all existing and proposed affordable housing development districts in Old Orchard Beach divided by aggregate taxable property value as of April 1, 2019 exceed 5%?

No. The other existing and proposed TIFs in Old Orchard Beach are as follows:

The Pines at Ocean Park Affordable Housing TIF: \$0

The proposed Milliken Heights Senior Housing Affordable Housing Development and Tax Increment Financing District will have an original assessed value of \$23,800 as of March 31, 2020 (April 1, 2019). The total amount of taxable property in the Town as of the 2020 municipal valuation return is \$1,819,161,940. The total Town development district original assessed values (that are not exempt from the calculations) as a percentage of the Town's total taxable value is 0.0013%.

7. Development program start and end dates

The Development Program shall begin in the April 1, 2021-March 31, 2022 tax year upon the approval by the Director of Maine State Housing Authority (“MaineHousing”) of the Town’s application for tax increment financing, and continue for a seventeen (17) year period thereafter, ending on March 31, 2038. Notwithstanding the fact that the Development Program will have a seventeen (17) year term, the Credit Enhancement Agreement in any event would only have a maximum fifteen (15) year term, beginning with the tax year following the “Completion of the Project”, as defined in the Credit Enhancement Agreement. The Credit Enhancement Agreement shall expire upon (1) the end of a fifteen (15) year period or (2) the termination of the District, whichever occurs first.

8. What housing needs in Old Orchard Beach does the Development Program meet?

The partnership has commissioned a market study of the Old Orchard Beach housing market that was completed on May 5, 2020. The market study shows a strong need for senior rental housing in the Old Orchard Beach market. There is a pent-up demand for affordable rental units in the PMA as demonstrated by the very strong occupancy rate of 98% for LIHTC properties in the PMA with waitlists exceeding 100 households found during the market study survey of surrounding properties. Additionally, the average occupancy rate for market-rate units surveyed in the market rate study was 99%.

Old Orchard Beach’s Comprehensive Plan outlined a goal to “promote a wide variety of housing opportunities to meet the needs of various types of households and various income levels” and “with a specific focus on elderly housing”. Milliken Heights helps meet these goals by providing housing restricted to households whose head is aged 55+ and by providing a mixture of market rate and affordable rental housing. The 55 affordable rental units at the Project are a critical step toward meeting the very high and rapidly growing demand for quality affordable rental housing for seniors in Old Orchard Beach.

9. Is the District a primarily residential development?

The District will be used for exclusively residential purposes.

10. Are at least 33% of the housing units in the district affordable housing?

Yes. The Partnership proposes to develop a total of approximately fifty-five (55) apartments in the District, of which approximately forty-two (42) will be affordable and will be restricted to occupancy by households with income not exceeding 60% of area median income, meaning that approximately 76% of the units will be affordable housing.

11. What is the mechanism to ensure ongoing affordability of 33% of the housing units in District?

The property contained within District will be subject to a long-term restrictive covenant required by MaineHousing as a condition of receiving low income housing tax credits. The restrictive covenant will require that the affordable units in the project be restricted to families with low incomes (based on a percentage of area median income) and that the rent levels that can be charged will be limited as provided by MaineHousing and the low income housing tax credit program. The restrictive covenant will be the senior encumbrance on the property and will run for a 45-year period following the completion of construction.

12. How will the housing in the District be operated?

The project in the District will be owned by the Partnership. The Partnership will enter into a property management contract with Saco Falls Management, which manages a variety of affordable housing projects in central and southern Maine and is experienced and qualified to manage the project. Funding during operations will come from revenue generated by rental of the units in the project.

13. What are the specific planned uses of tax increment revenues from the District?

The tax increment revenues being returned to Milliken Heights Senior Housing Affordable Housing Development and Tax Increment Financing District shall be utilized by the Partnership to fund operating costs of the Project, including without limitation debt service, property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes, and the Project's replacement reserve account as operating subsidy.

14. Is Old Orchard Beach intending to use tax increment revenues from the District to establish a permanent housing development revolving loan fund or investment fund?

Old Orchard Beach does not intend to use the revenues in this manner.

15. A financial plan showing for each year the development program will be in effect.

The financial plan for specific uses of the tax increment revenues to be used by the Partnership in the District are set forth on Table 1 hereto.

Additionally, please see additional attached tables showing projections of tax increment revenues and tax shift benefits.

16. What are the relocation plans for persons temporarily or permanently displaced by development activities?

The property is unoccupied; no relocation is necessary.

17. Describe the environmental controls to be applied to the Project

The project will be subject to a permitting process in the Town of Old Orchard Beach and will be required to demonstrate compliance with applicable federal, state and local environmental and land use laws and regulations.

18. Is the development program consistent with Old Orchard Beach’s comprehensive planning?

Old Orchard Beach’s comprehensive plan was adopted in 1993. Based on information provided by Market Decisions, Inc. for the Town, the Development Program does not conflict with the Old Orchard Beach Comprehensive Plan.

The District and the Development Program conform to the requirements of 30-A M.R.S. Section 4349-A. The District and the Development Program comply with Maine law limiting growth-related capital investment.

19. Is the District in conflict with Old Orchard Beach’s municipal charter?

The Development District and Development Program are not in conflict with Old Orchard Beach’s municipal charter.

20. For municipal debt financing only: Amount of public debt with maximum 30-year maturity to be incurred to finance development program costs

Not applicable.

Captured Assessed Value & TIF Revenue Projections

Old Orchard Beach Milliken Heights Affordable Housing TIF District

Fiscal Year (April-March)	TIF Year	CEA Year	Original Assessed Value	Projected New Value	Projected Increased Assessed Value	Percent of Value Captured in TIF	Estimated Assessment Ratio	TIF District Projected Captured Assessed Value	Projected Mil Rate 2019: 15.42	Projected Total TIF Revenue	Projected TIF Revenue 80% CEA (100% TIF Rev.)	Projected Total General Fund Revenue to Town
2021-2022	1	-	\$0	\$0	\$0	0%	100%	\$0	15.42	\$0	\$0	\$0
2022-2023	2	1	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2023-2024	3	2	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2024-2025	4	3	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2025-2026	5	4	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2026-2027	6	5	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2027-2028	7	6	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2028-2029	8	7	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2029-2030	9	8	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2030-2031	10	9	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2031-2032	11	10	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2032-2033	12	11	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2033-2034	13	12	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2034-2035	14	13	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2035-2036	15	14	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2036-2037	16	15	\$23,800	\$5,670,000	\$5,646,200	80%	100%	\$4,516,960	15.42	\$69,652	\$69,652	\$17,413
2037-2038	17	-	\$23,800	\$5,670,000	\$5,646,200	0%	100%	\$0	15.42	\$0	\$0	\$87,064

17-year total:	\$1,044,773	\$1,044,773	\$348,258
17-year average:	\$69,652	\$69,652	\$17,413

Assumptions:

1. Projections show anticipated increased assessed values provided by Developer, captured assessed values, and TIF revenues.
2. Assumes a 15-year CEA term with a 17-year District term.
3. Projections assume a flat mil rate of 15.42.
4. Assumes 80% of the increased assessed value is captured in the District and is available to the Credit Enhancement Agreement with the Developer.
5. The preceding financial information contains projections and forward-looking statements that are subject to a number of risks and uncertainties, many of which are beyond the Developer's or the Town's control, that could cause the actual results, performance, or achievements of the project to differ materially from any future results, performances, or achievements expressed or implied by the financial information reported in this projection. The model is not, nor intended to be, an appraisal or guarantee of an assessed value, and there may be positive or negative variations in the actual assessment of the project due to variety of factors, including without limitation the employment of alternative methods of valuation.

Tax Shift Benefits

Old Orchard Beach Milliken Heights Affordable Housing TIF District

Fiscal Year	TIF Year	State Aid to Education Benefit	County Tax Benefit	State Revenue Sharing Benefit	Total Tax Shift Benefits
2021-2022	1	-	-	-	\$0
2022-2023	2	-	-	-	\$0
2023-2024	3	-	\$0	\$0	\$0
2024-2025	4	\$0	\$2,227	\$2,490	\$4,717
2025-2026	5	\$0	\$2,227	\$2,490	\$4,717
2026-2027	6	\$0	\$2,227	\$2,490	\$4,717
2027-2028	7	\$0	\$2,227	\$2,490	\$4,717
2028-2029	8	\$0	\$2,227	\$2,490	\$4,717
2029-2030	9	\$0	\$2,227	\$2,490	\$4,717
2030-2031	10	\$0	\$2,227	\$2,490	\$4,717
2031-2032	11	\$0	\$2,227	\$2,490	\$4,717
2032-2033	12	\$0	\$2,227	\$2,490	\$4,717
2033-2034	13	\$0	\$2,227	\$2,490	\$4,717
2034-2035	14	\$0	\$2,227	\$2,490	\$4,717
2035-2036	15	\$0	\$2,227	\$2,490	\$4,717
2036-2037	16	\$0	\$2,227	\$2,490	\$4,717
2037-2038	17	\$0	\$2,227	\$2,490	\$4,717
2038-2039	18	\$0	\$2,227	\$2,490	\$4,717
2039-2040	19	\$0	\$0	\$0	\$0
2040-2041	20	\$0	-	-	\$0
Totals:		\$0	\$33,402	\$37,347	\$70,750
Averages:		\$0	\$1,965	\$2,197	\$4,162

Assumptions:

1. Data sources include the 2020 mil rate reported by the Town, York County's FY2020 Tax Allocation, the State Treasurer's Office Municipal Revenue Sharing projections for FY 2021 07/01/20 - 06/30/21 Published 08/03/20, and the Maine Department of Education 07/22/20 2020-2021 ED 279 form for RSU 23 (which shows the Town was a so-called Minimum Receiver and the state valuation has no impact on the amount of General Purpose Aid that the Town received).
2. Tax shift losses are comprised of declining subsidies in revenue sharing and increasing obligations to pay county taxes. Tax shift losses occur a couple of years following the year in which the new assessed value is first recognized in the assessment. No tax shift losses occur when a TIF captures all of the new value.
3. These projections assume that the formulas and general inputs for state subsidies and county taxes do not change over time and they assume that all other values in other communities are static relative to one another except for the new value assessed. The projections are less likely to be accurate farther into the future.
4. Assumes the assessment ratio in the Town is 100% when new property value arrives, such that the market value of new property is used for assessment purposes.
5. The projections above assume that no tax increment financing district is put in place, thus the mil rate is reduced by the influx of new value in the Town. This analysis factors in tax shift impacts resulting from the project's new assessed value into future commitments and mil rate calculations to arrive at projected property tax payments.

Attachment 8

Credit Enhancement Agreement

CREDIT ENHANCEMENT AGREEMENT

between

THE TOWN OF OLD ORCHARD BEACH, MAINE

and

MILLIKEN HEIGHTS, LP

[DATE]

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DRAFT

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2020, between the Town of Old Orchard Beach, a municipal corporation located in Old Orchard Beach, County of York and State of Maine (hereinafter the “Town”), and Milliken Heights, LP (the “Developer”), a Maine limited partnership.

WITNESSETH THAT

WHEREAS, the Town designated Milliken Heights Affordable Housing Development and Tax Increment Financing (“TIF”) District (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (“M.R.S.”), by vote of the Town Council at the Town Council meeting duly called, noticed, and held on October 20, 2020 (the “Vote”) and pursuant to the Vote adopted a development program and financial plan for the District (the “Development Program”); and

WHEREAS, the Maine State Housing Authority (“MaineHousing”) has approved or is expected to approve the District and Development Program as required by law; and

WHEREAS, within the Development Program, and as contemplated thereby, the Town authorized the execution and delivery of the credit enhancement agreement by the Town Manager, in the name of and on behalf of the Town, if such credit enhancement agreement meets the requirements of the Development Program; and

WHEREAS, the Town and Developer desire and intend that this Credit Enhancement Agreement be and constitute such the credit enhancement agreement as contemplated by and described in the Development Program; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the Town and Developer dated as of the date set forth above, as such may be amended from time to time.

“Captured Assessed Value” means the amount of Increased Assessed Value retained in the District in each Fiscal Year during the term of this Agreement, as specified in Section 2.2.

“Town” shall have the meaning given such term in the first paragraph hereto.

“Completion of the Project” means (i) the issuance of a certificate of occupancy for the Project by the Town or (ii) the date upon which the Town receives written notice from the Developer electing to commence the term of this Agreement if earlier than the date of the issuance of a certificate of occupancy for the Project by the Town.

“Current Assessed Value” means the then-current assessed value of taxable real property located in the District as determined by the Town Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

“Development Program” means the development program and financial plan for the District adopted by the Town.

“Development Program Fund” means the development program fund described in the Financial Plan of the Development Program into which the Tax Increment Revenues are to be deposited, established and maintained pursuant to the Development Programs and Article II hereof.

“District” means the Milliken Heights Affordable Housing Development and Tax Increment Financing District (4.76 acres) identified in the Development Program.

“Effective Date of the Development Program” means the date of final approval of the Development Program by MaineHousing pursuant to the Act.

“Financial Plan” means the financial plan described in the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the Town may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means \$23,800, the real taxable assessed value of the District as of March 31, 2020 (April 1, 2019).

“Project” means the planned senior housing development to be located in the District, consisting of approximately 55 new units of housing, with approximately 76% affordable housing units and approximately 24% market rate housing units.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against real property located in the District by the Town, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid by Developer to the Town in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the Town are due and payable from owners of property located within the Town, or are actually paid to the Town with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in Title 30-A M.R.S. § 5222(18), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

(e) All approvals, consents, and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision, or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as the “Development Program Fund” pursuant to, and in accordance with the terms and conditions of, the Development Program and Title 30-A M.R.S. § 5250-A(3). The Development Program Fund shall include a project cost account (the “Project Cost Account”) within which the Town shall maintain a subaccount for Town project costs (the “Town Project Cost Subaccount”), if needed, and a subaccount for Developer project costs (the “Developer Project Cost Subaccount”). The Developer Project Cost Subaccount is pledged to and charged with the payment of costs in the manner and priority provided in Title 30-A M.R.S. § 5250-A(3)(A)(1) and as set forth in Section 3.1(b) below.

Section 2.2. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing with the Tax Year following the year in which Completion of the Project occurs and continuing thereafter for the shorter of fifteen (15) years or until the District term ends (collectively, the “CEA Years”), the Town shall retain in the District eighty percent (80%) of the Increased Assessed Value as Captured Assessed Value.

(b) For each of the CEA Years, the Town shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Tax Increment Revenues. Contemporaneously therewith, in each CEA Year, the Town shall then allocate all one hundred percent (100%) of the Tax Increment Revenues so deposited in the Development Program Fund to the Developer Project Cost Subaccount of the Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, the City shall have the authority to decide to amend the District and Development Program and capture greater than the eighty percent (80%) of Increased Assessed Value contemplated hereunder in order to fund one or more municipal project costs. If the City determines to increase its Captured Assessed Value for this purpose at any time, deposits to the Developer Project Cost Subaccount will remain at amounts as if the City continued to capture only eighty percent (80%) of the Increased Assessed Value as Captured Assessed Value.

Section 2.3. Use of Monies in the Developer Project Cost Subaccount of the Development Program Fund.

All monies in the Developer Project Cost Subaccount of the Development Program Fund that are allocable to and/or deposited in the Developer Project Cost Subaccount of the Development Program Fund shall in all cases be used and applied to fund fully the Town’s

payment obligations to Developer, as described in Articles II and III hereof. Developer shall use the Tax Increment Revenues solely for the purpose set forth in the Development Program.

Section 2.4. Monies Held in Segregated Account.

All monies required to be deposited with or paid into the Development Program Fund under the provisions hereof and the provisions of the Development Program shall be held by the Town for the uses specified in the Development Program. Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A § 5250-A(3).

Section 2.5. Liens.

The Town shall not create any liens, encumbrances, or other interests of any nature whatsoever, nor shall it hypothecate the Developer Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.6. Reporting Obligations.

Developer covenants and agrees to provide the Town promptly upon request with all documentation reasonably required by the Town to satisfy its reporting required by MaineHousing in connection the Development Program and/or the Project.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Developer Payments.

(a) Within thirty (30) days following the Tax Payment Date, the Town agrees to pay Developer in immediately available funds all amounts then on deposit in the Developer Project Cost Subaccount.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against the Developer Property remain unpaid, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Taxes with respect to Increased Assessed Value, to be applied first to payment in full of the amount to be deposited in the general fund (or the Development Program Fund for the Town's use) for the year concerned in accordance with Section 2.2; and third, to payment of Developer's share of the Tax Increment Revenues for the year concerned, to be deposited into the Developer Project Cost Subaccount. Notwithstanding anything to the contrary contained herein, in any case where a portion of the property taxes assessed against the

Developer Property remain unpaid for any reason other than a bona fide valuation dispute, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Developer Project Cost Subaccount until such property taxes assessed against the Developer Property are paid in full.

Section 3.2. Failure to Make Payment.

In the event the Town should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Developer Project Cost Subaccount is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit Tax Increment Revenues to Developer Project Cost Subaccount and its obligation to make payment out of Developer Project Cost Subaccount to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to Developer at the address specified in Section 8.11 hereof in the manner provided hereinabove by check drawn on the Town.

Section 3.4. Obligation Unconditional.

Except as otherwise expressly provided in this Agreement, the obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim it might otherwise have against Developer. The Town hereby acknowledges that Developer has the right to enforce the contractual obligations of the Town under this Agreement and that the governmental immunity of the Town does not apply to actions to enforce its contractual obligations; provided however, that nothing herein shall constitute a waiver of the Town's tort immunity or any other governmental immunities.

Section 3.5. Limited Obligation.

The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from Tax Increment Revenues pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Developer Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the Town, the State of Maine, or any other Town or political subdivision to levy or to pledge any form of taxation whatever therefor or to make

any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Developer Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge Developer Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by Developer, the Town will establish the Developer Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee, or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the Town with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the Town shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. The costs of setting up such a segregated fund, including any and all fees to third parties such as agents, trustees and attorneys, shall be borne by Developer.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the Town's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee, or other fiduciary designated by Developer. The Town shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee, or other fiduciary, or for any misappropriation, investment losses, or other losses in the hands of such escrow agent, trustee, or other fiduciary. Notwithstanding any change in the identity of Developer's designated escrow agent, trustee or other fiduciary, the Town shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the Town.

Section 4.3. Further Instruments.

The Town shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the Town with respect thereto) shall be borne exclusively by Developer.

Section 4.4. No Disposition of Development Program Fund.

Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Development Program Fund and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereunder.

Section 4.5. Access to Books and Records.

(a) All non-confidential books, records, and documents in the possession of the Town relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into Development Program Fund shall at all reasonable times and upon reasonable notice be open to inspection by Developer, its agents, and its employees.

(b) All non-confidential books, records, lease agreements, and documents in the possession of Developer relating to the District, the Development Program, this Agreement and the monies, revenues, and receipts used from the Development Program Fund shall at all reasonable times and upon reasonable notice be open to inspection by the Town, its agents, and its employees. In addition, inspections of the Developer Property as well as any appraisals related to Developer property shall be made possible by Developer upon the reasonable request of the Town for the purpose of assisting the Town in the process of creating a Current Assessed Value.

**ARTICLE V
DEFAULTS AND REMEDIES**

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

(a) Any failure by the Town to make payments due when the same shall become due and payable;

(b) Any failure by the Town to make deposits into the Developer Project Cost Subaccount as and when due;

(c) Any failure by the Town or Developer to observe and perform in all material respects any covenant, condition, agreement, or provision contained herein on the part of the Town or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against Developer or Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to Developer or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by Developer or the failure by Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to Developer;

(e) If any secured lender of Developer accelerates the indebtedness owed to it;

(f) If any written representation or warranty given to the Town by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the Town that were later changed by mutual consent;

(g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Developer's property in the District for a period of more than thirty (30) days;

(h) Any discontinuance of the District property as "affordable housing," pursuant to the definition contained in 30-A M.R.S. § 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.9, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements, or covenants of the nondefaulting party under this Agreement and any documents, instruments, and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.9 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available

remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4. Agreement to Pay Attorneys' Fees and Expenses.

Notwithstanding the application of any other provision hereof, in the event any party should default under any of the provisions of this Agreement and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Town or the Developer herein contained, the defaulting party shall, on demand thereof, pay to the non-defaulting party the reasonable costs and expenses so incurred by the non-defaulting party.

**ARTICLE VI
EFFECTIVE DATE, TERM AND TERMINATION**

Section 6.1. Effective Date and Term.

(a) Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of MaineHousing's unconditional approval of the Town's designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval.

(b) From the date of execution and delivery of this Agreement, the Agreement shall remain in full force and effect until the completion of the CEA Years as herein defined, unless even sooner terminated pursuant to any applicable provision of this Agreement.

(c) The Town may terminate this Agreement by delivering written notice of such termination to the Developer in the event that the Completion of the Project does not occur before March 31, 2023.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination, or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII

ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment or Grant of a Security Interest.

The Town hereby acknowledges that Developer may pledge, assign, and grant a security interest in its right, title, and interest in, to and under this Agreement as collateral for financing by a bank, financial institution, or MaineHousing to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the Town does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title, and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The Town agrees upon request to execute and deliver any assignments, pledge agreements, consents, or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title, and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection, and protection of its interest herein. Developer shall be responsible for the Town's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Assignment of Agreement.

This Section 7.2 does not apply to collateral assignments or pledges of Developer's rights hereunder as collateral for financing as described in Section 7.1, but rather applies to absolute assignments of this agreement to third party transferees in connection with the sale or conveyance of Developer's Project. The Town reserves the right to approve or deny permission for such assignments in its sole discretion. The Town agrees to, if and once consent has been provided by the Town Council, execute and deliver any reasonable consents or other confirmations or agreements required by the prospective assignee, including recognition of the assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such assignee the position of such assignee and the irrevocable and binding nature of this Agreement and provide to the pledge or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein. Any attorney's fees or other costs of the Town associated with reviewing, processing or otherwise representing the Town in activities relating to such assignment contemplated in Article VII hereof shall be paid by the Developer.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger, or consolidation of the Town or Developer or a properly authorized transferee or assignee pursuant to Section 7.2, the covenants, stipulations, promises, and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of such party shall be transferred. Notwithstanding this Subsection 8.1, unless the Town affirmatively approves of such action, the Town shall have the unilateral right to terminate this Agreement upon the dissolution, merger, or consolidation of Developer, and if it exercises such right shall not be obligated to comply with this Agreement thereafter.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm, or corporation other than the Town and Developer any right, remedy, or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the Town.

No covenant, stipulation, obligation, or agreement of the Town contained herein shall be deemed to be a covenant, stipulation, or obligation of any present or future elected or appointed official, officer, agent, servant, or employee of the Town in his or her individual capacity, and neither the Town Board of Selectmen nor any official, officer, employee, or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.8. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.9. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Old Orchard Beach, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the Town's assessment or collection of property taxes in accordance with law, including by judicial proceedings, including tax lien thereof.

Section 8.10. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the Town and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection, and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, and estimated costs. The Town and Developer hereby covenant and agree that the assumptions, estimates, analysis, and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions, or analysis.

Section 8.11. Notices.

All notices, certificates, requests, requisitions, or other communications by the Town or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first-class mail, postage prepaid, addressed as follows:

If to the Town:

Town Manager
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, Maine 04064

With a copy to:

Shana Cook Mueller, Esq.
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029

If to Developer:

Milliken Heights, LP
c/o The Szanton Company
Nathan S. Szanton, President
482 Congress Street, Suite 203
Portland, ME 04101

With a copy to:

John S. Kaminski, Esq.
Drummond Woodsum
84 Marginal Way
Suite 600
Portland, Maine 04101

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent hereunder.

IN WITNESS WHEREOF, the Town and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

TOWN OF OLD ORCHARD BEACH

By: _____

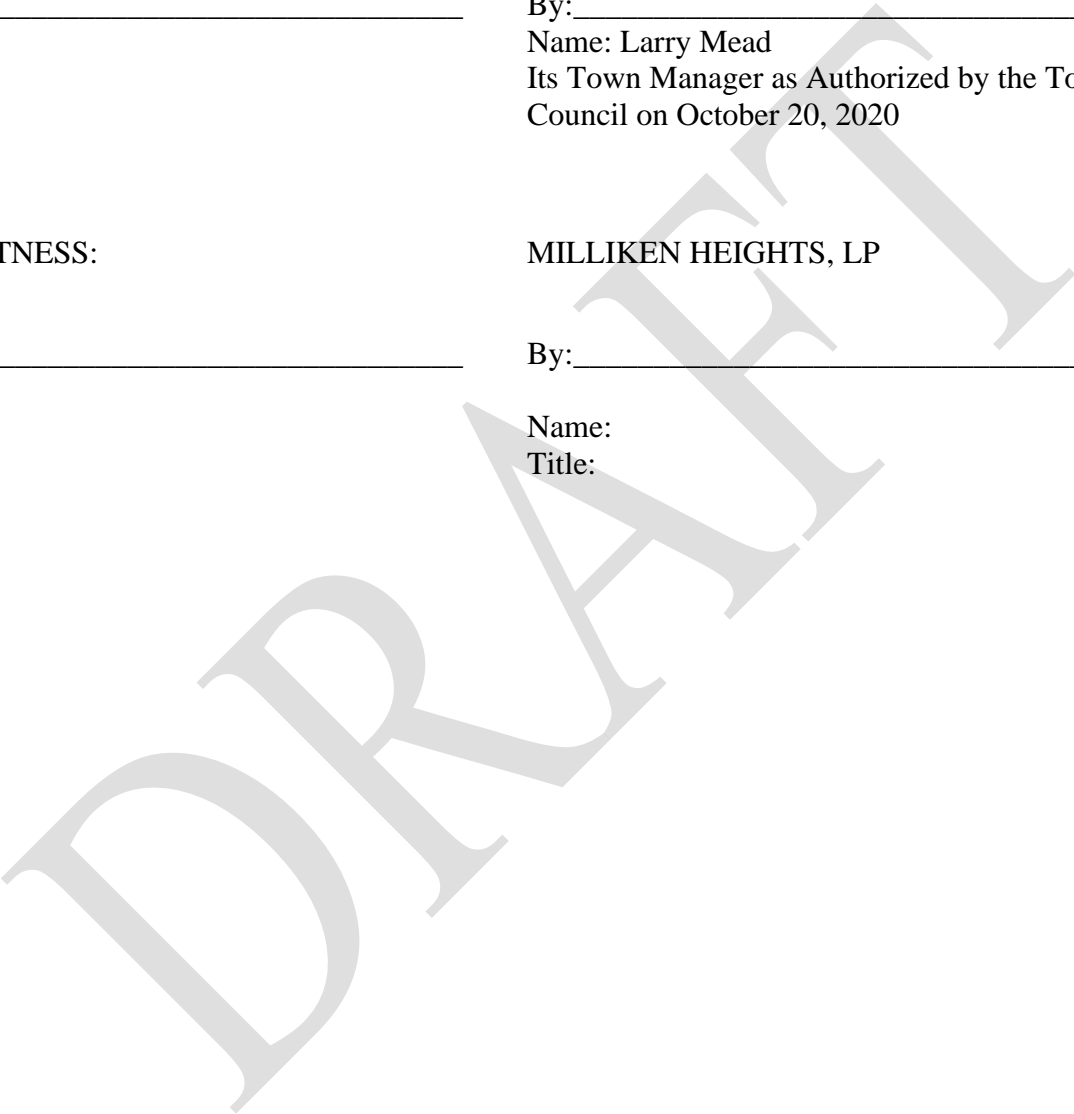
Name: Larry Mead
Its Town Manager as Authorized by the Town Council on October 20, 2020

WITNESS:

MILLIKEN HEIGHTS, LP

By: _____

Name:
Title:



AGREEMENT REGARDING PROPERTY TAX

WHEREAS, Milliken Heights, LP, (“Developer”) has requested that the Town of Old Orchard Beach, Maine (hereinafter called the “Town”) enter a Credit Enhancement Agreement with respect to certain improvements now or hereafter located in a tax increment financing district in Old Orchard Beach, Maine and the Town has requested that this Agreement with Developer be entered prior to the execution of said Credit Enhancement Agreement.

NOW, THEREFORE, for value received, Developer and the Town hereby agree as follows:

1. Developer has requested that the Town enter a Credit Enhancement Agreement with it and in consideration thereof, Developer is entering this Agreement.

2. Developer agrees that if the Project (all as more specifically described in the Development Program and defined in the Credit Enhancement Agreement) or its owner or tenant or any subtenant, occupant or user thereof or any portion thereof hereafter becomes or is hereafter determined to be or made exempt from real property taxes or if Developer or any owner, tenant, subtenant, occupant or user of the Project (collectively, the “Property Owner”) or any portion thereof becomes entitled for any reason whatever to pay less than 100% of the property tax rate imposed on other property owners in the Town, Property Owner shall nevertheless pay to the Town each year during the term of this Agreement, a sum at least equal to 100% of the amount of revenue listed in the “General Fund Revenue” column—during the term of the CEA Years under the Credit Enhancement Agreement—of the Captured Assessed Value & TIF Revenue Projections included in the Development Program relating to the Milliken Heights Affordable Housing TIF District (see attached Schedule A).¹ All amounts payable under this paragraph shall be in lieu of all real estate property taxes and in lieu of all service charges under any law providing for the payment of service charges in lieu of property taxes with respect to the Project for each applicable year. Such payments in lieu of taxes and service charges shall be reimbursements to offset the costs of the benefits the property receives from public services and shall be due and payable in the same proportions and on the same dates and shall be subject to the same interest charges which shall be payable by the Property Owner, as established by the Town and applicable under Maine law for non-payment of real property taxes. The Town shall determine the amounts due hereunder within 30 days of the date upon which property taxes are committed (or such later date as determined appropriate by the Town), and shall mail an invoice for the amounts due hereunder to the Property Owner at its last known address. The Property

¹ The Milliken Heights Affordable Housing TIF District runs for a term of 17 years beginning in the April 1, 2021 – March 31, 2022 Tax Year, with the CEA Years under the Credit Enhancement Agreement running for a period of 15 years (or until the TIF expires), beginning in the tax year following the “Completion of the Project,” as defined in the Credit Enhancement Agreement. The Captured Assessed Value & TIF Revenue Projections, attached as Schedule A, show a hypothetical scenario in which the CEA Years begins on April 1, 2022. The payments applicable to the obligations of this Agreement shall run during the CEA Years.

Owner shall have 60 days from the date of mailing of such invoice to challenge the amount determined to be due hereunder and if the Property Owner does not challenge the amounts so determined to be due hereunder within such 60 day time period, the amount determined to be due hereunder shall be final with respect to the Property Owner.

3. When the Property Owner makes a payment required pursuant to paragraph 2 hereof, such payment shall be considered and treated as the next payment required to be made by Developer (or any successor to Developer) to the Town pursuant to the Credit Enhancement Agreement between Developer and the Town.

4. In the event the Property Owner shall fail to pay such amount when due, the Town shall have all rights otherwise available to it under law including, without limitation, the right to file a civil action for collection of the same (the exclusive venue for which shall be Maine Superior Court), and the Property Owner shall be required to pay all costs of suit and collection including reasonable attorneys' fees. In the event that the Town is required by law to impose any service charge on the Project in lieu of property taxes or any property tax at less than the ordinary rate or valuation, then the amount payable hereunder shall be reduced by the amount of such taxes and service charges imposed on or with respect to the Project.

5. Notwithstanding the terms of the Credit Enhancement Agreement, the Town may withhold and suspend its payments under said Credit Enhancement Agreement during any period that Developer, the Property Owner or a successor is in default of its obligations under this Agreement. If such default of Developer, the Property Owner or a successor continues for a period of 30 days after written notice of default, the Town may terminate said Credit Enhancement Agreement and thereafter shall have no further obligation or liability thereunder.

6. The covenants and agreements set forth in this Agreement shall constitute covenants running with the land on which the Project is located (see attached Schedule B) and shall be for the benefit of the Town and shall bind the land on which the Project is located, Developer and its respective heirs, successors and assigns.

7. This Agreement shall continue in full force and effect until the last to occur of either (a) the expiration of the Credit Enhancement Agreement or (b) all amounts due and owing hereunder by Developer have been paid in full.

Dated this ___ day of _____, 2020.

WITNESS:

Milliken Heights, LP

By:

Its:

STATE OF MAINE

York, ss.

_____, 2020

Personally appeared the above-named _____,
_____ of Milliken Heights, LP, and acknowledged the foregoing to be his free act
and deed in his said capacity and the free act and deed of said company, before me,

Notary Public / Attorney at Law

My commission expires: _____

WITNESS:

Town of Old Orchard Beach, Maine

By:

Its Town Manager as Authorized by Town Council
On October 20, 2020

STATE OF MAINE

York, ss.

_____, 2020

Personally appeared the above-named _____,
_____ of the Town of Old Orchard Beach, Maine, and acknowledged the
foregoing to be his free act and deed in his said capacity and the free act and deed of said Town
of Old Orchard Beach, Maine, before me,

Notary Public / Attorney at Law

My commission expires: _____

Schedule A
(Captured Assessed Value & TIF Revenue Projections)

Captured Assessed Value & TIF Revenue Projections

Old Orchard Beach Milliken Heights Affordable Housing TIF District

Fiscal Year (April-March)	TIF Year	CEA Year	Original Assessed Value	Projected New Value	Projected Increased Assessed Value	Percent of Value Captured in TIF	Estimated Assessment Ratio	TIF District Projected Captured Assessed Value	Projected Mil Rate 2019: 15.42	Projected Total TIF Revenue	Projected TIF Revenue 80% CEA (100% TIF Rev.)	Projected Total General Fund Revenue to Town
2021-2022	1	-	\$0	\$0	\$0	0%	100%	\$0	15.42	\$0	\$0	\$0
2022-2023	2	1	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$67,406	\$16,851
2023-2024	3	2	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2024-2025	4	3	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2025-2026	5	4	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2026-2027	6	5	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2027-2028	7	6	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2028-2029	8	7	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2029-2030	9	8	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2030-2031	10	9	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2031-2032	11	10	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2032-2033	12	11	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2033-2034	13	12	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2034-2035	14	13	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2035-2036	15	14	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2036-2037	16	15	\$205,862	\$5,670,000	\$5,464,138	80%	100%	\$4,371,310	15.42	\$67,406	\$53,924	\$16,851
2037-2038	17	-	\$205,862	\$5,670,000	\$5,464,138	0%	100%	\$0	15.42	\$0	\$0	\$84,257

17-year total:	\$1,011,084	\$822,348	\$337,028
17-year average:	\$67,406	\$54,823	\$16,851

Assumptions:

1. Projections show anticipated increased assessed values provided by Developer, captured assessed values, and TIF revenues.
2. Assumes a 15-year CEA term with a 17-year District term.
3. Projections assume a flat mil rate of 15.42.
4. Assumes 80% of the increased assessed value is captured in the District and is available to the Credit Enhancement Agreement with the Developer.
5. The preceding financial information contains projections and forward-looking statements that are subject to a number of risks and uncertainties, many of which are beyond the Developer's or the Town's control, that could cause the actual results, performance, or achievements of the project to differ materially from any future results, performances, or achievements expressed or implied by the financial information reported in this projection. The model is not, nor intended to be, an appraisal or guarantee of an assessed value, and there may be positive or negative variations in the actual assessment of the project due to variety of factors, including without limitation the employment of alternative methods of valuation.

Schedule B
(Map of Milliken Heights Affordable Housing TIF District)



MILLIKEN HEIGHTS AFFORDABLE HOUSING DEVELOPMENT



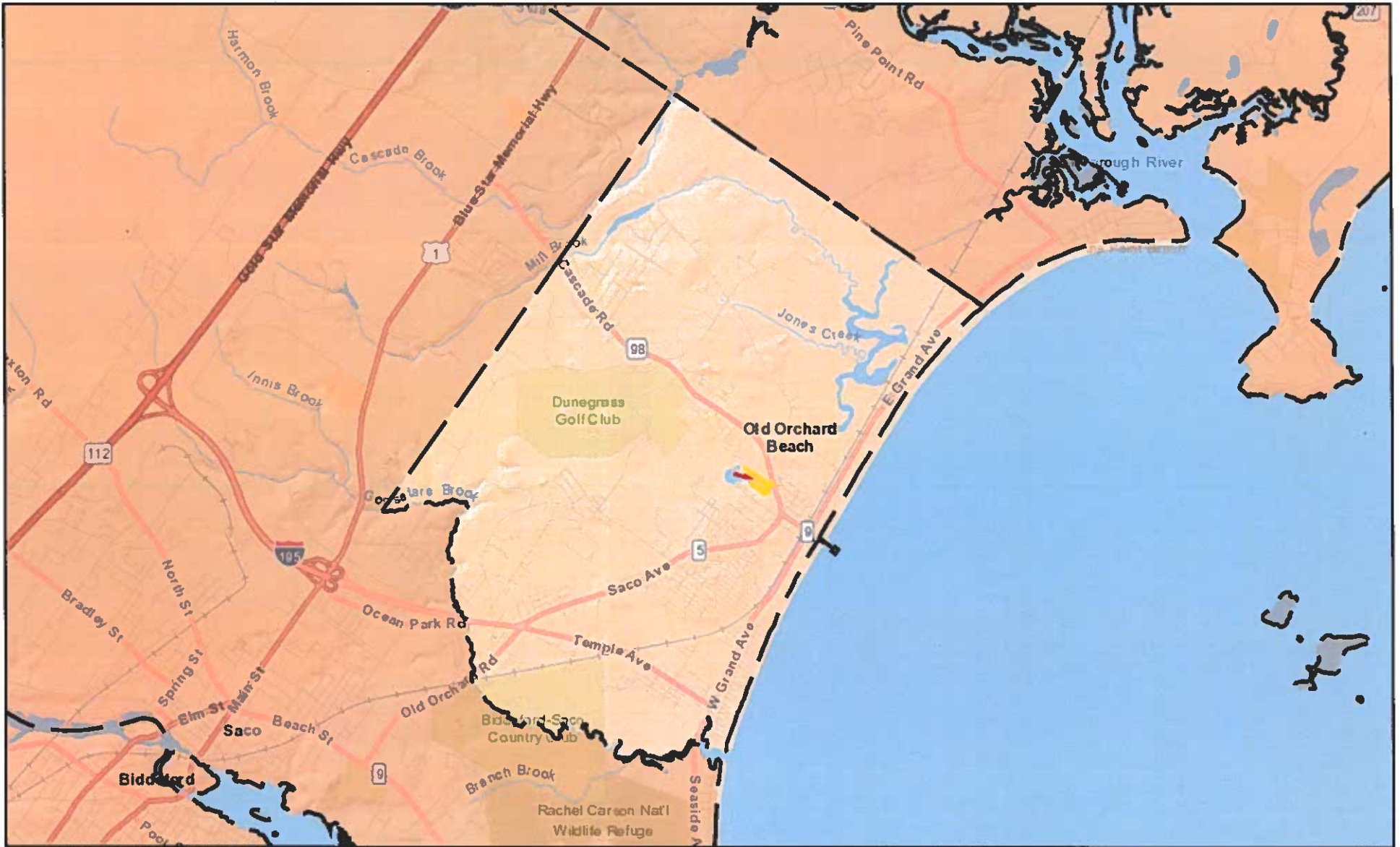
 Milliken Heights AHTIF District (4.76 acres)

Old Orchard_Beach, ME

1 inch = 4400 Feet

0 4400 8800 13200

September 15, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

TIF Proposal for Milliken Heights

The Szanton Company





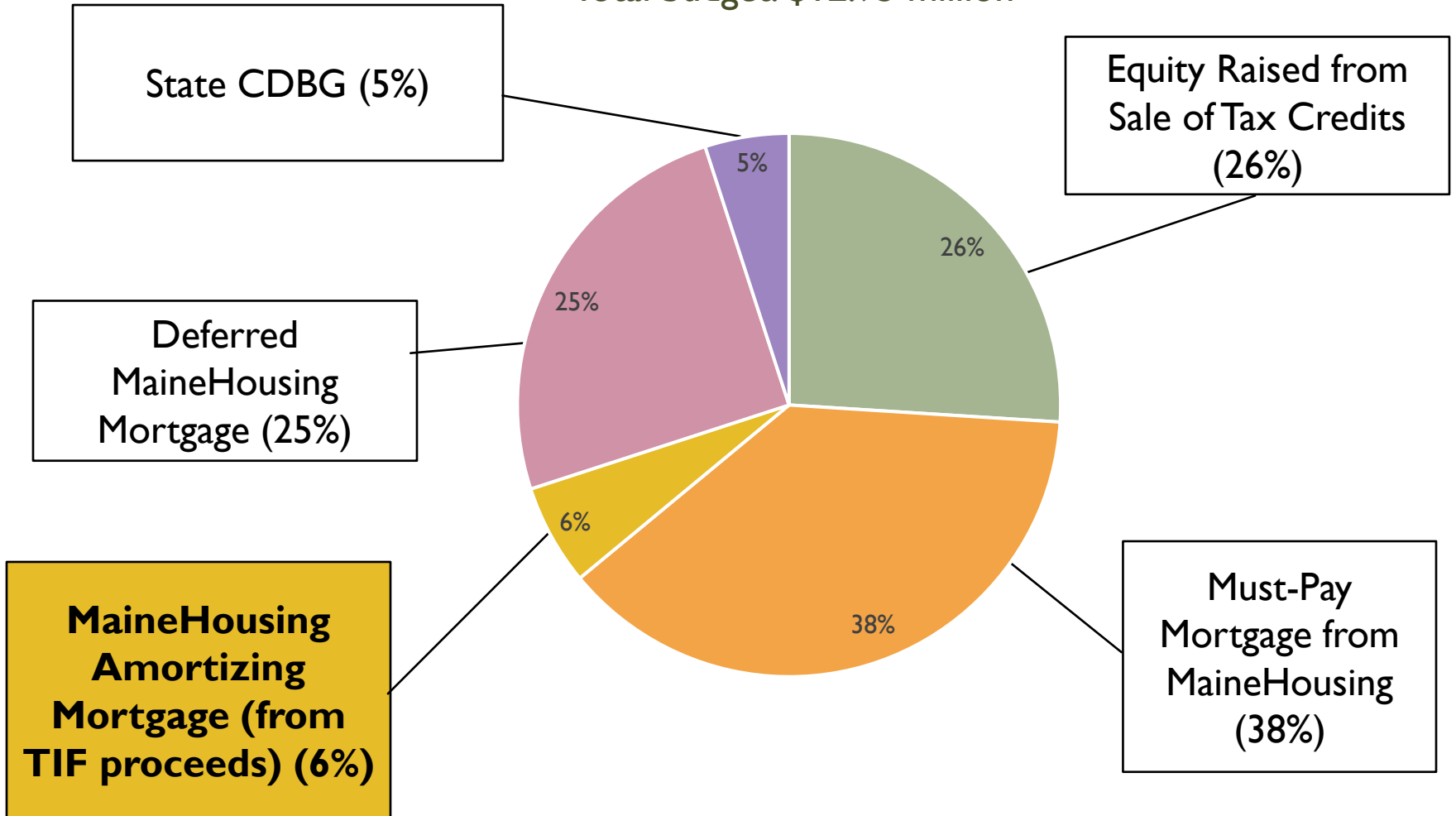
Why does this project need a TIF?

Financial Necessity

- Allows project to take on additional debt to fill gap of \$635K

Financing Sources

Total budget: \$12.95 million



Proposed Milliken Heights TIF

Original Value	\$23,800 (provided by tax assessor)
Taxes	\$367
New Valuation (after construction)	\$5,670,000 (our estimate)
New Taxes	$\$5,670,000 \times \text{mil rate} = \$87,431$
Incremental Increase in Taxes	$\$87,431 - \$367 = \$87,064$
80% of Increment • For 15 years	\$69,652 to Project \$17,780 to Town • $(\$17,413 + \$367)$



Tax Shift Benefits

Without a TIF

New taxable assessed value created results in new tax dollars:

- But a portion is lost to increases in County Taxes (3.18%)
- And a portion is lost to decreases in State Revenue Sharing (3.84%)

With a TIF

- Town saves \$2,227 in County Taxes
- Town saves \$2,490 in State Revenue Sharing
- TOTAL SAVED: \$4,717



What does a TIF for the project accomplish?

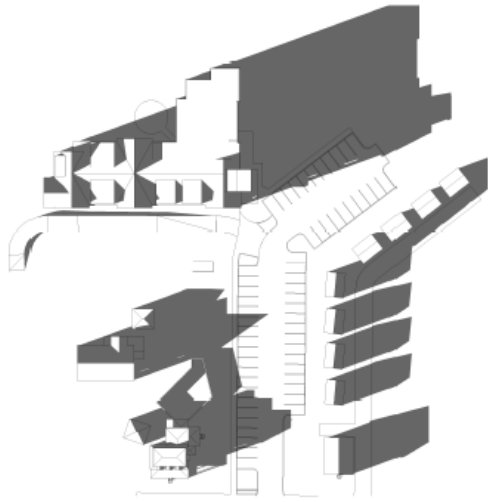
- Makes feasible a project that will help fill a need in Old Orchard for high-quality, year-round, mixed-income rental housing.
- Increases the value of the land, adding \$17,412 annually to City coffers for first 15 years, and \$87,421 annually after that.
- Brings 55 new year-round households to OOB, each one a “little economic engine” adding to Old Orchard’s year-round economy and community.

Questions?

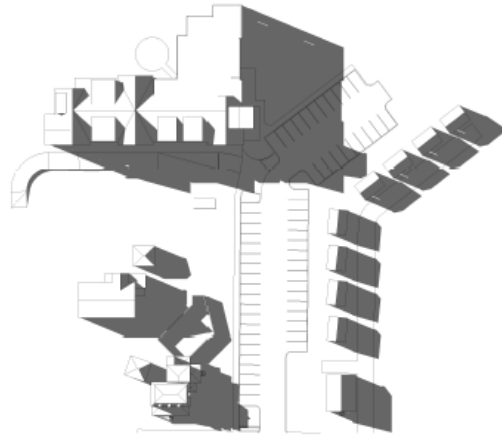


Nathan Szanton – 871-9811
Kristin Martin– 245-6436

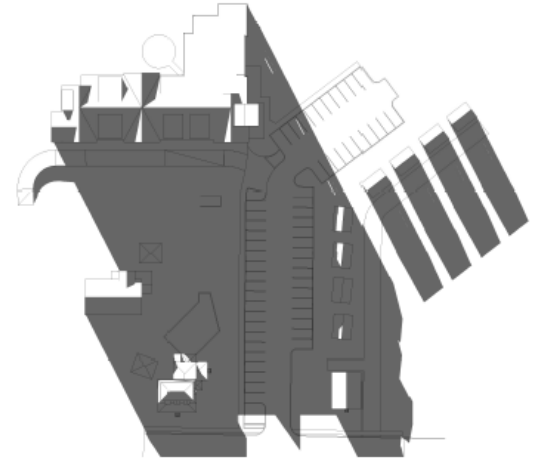
nszanton@szantoncompany.com
kmartin@szantoncompany.com



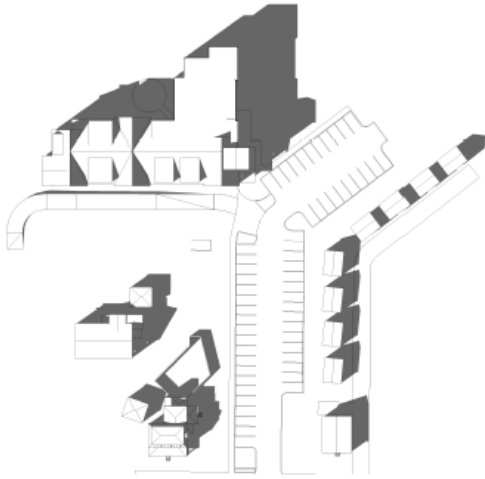
1 | WINTER SOLSTICE 9 AM
1" = 50'-0"



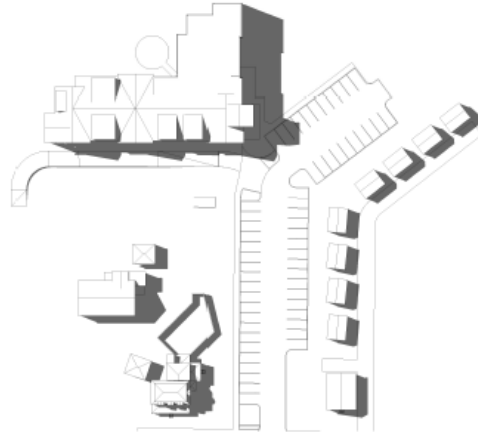
2 | WINTER SOLSTICE 12 PM
1" = 50'-0"



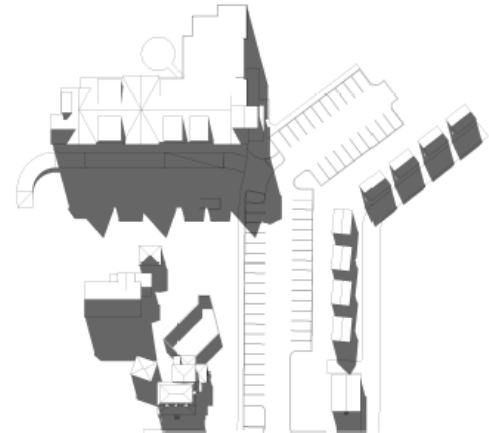
3 | WINTER SOLSTICE 3 PM
1" = 50'-0"



4 | SPRING EQUINOX 9 AM
1" = 50'-0"

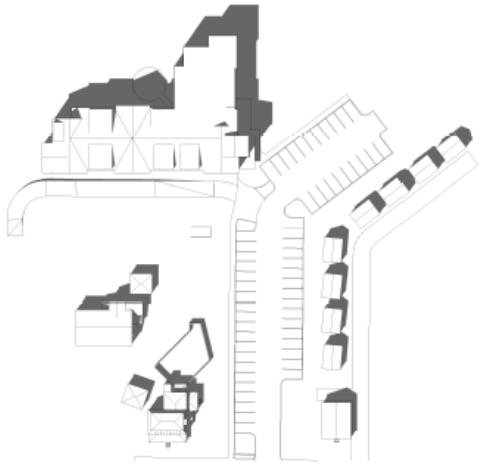


5 | SPRING EQUINOX 12 PM
1" = 50'-0"

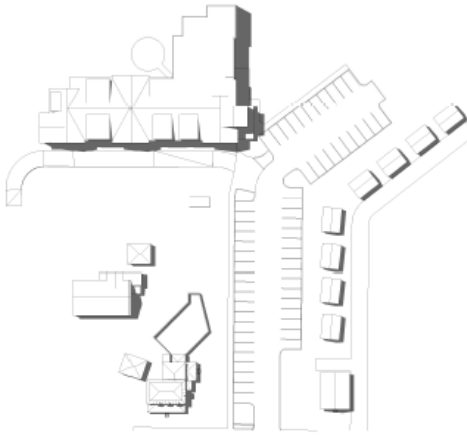


6 | SPRING EQUINOX 3 PM
1" = 50'-0"

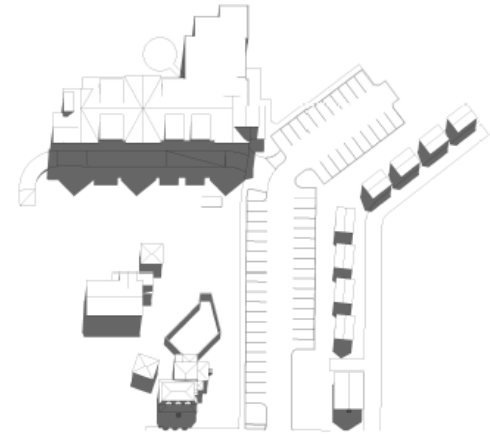
Architect	ARCHETYPE ARCHITECTS 48 Union Street Portland, Maine 04101 (603) 742-6622 WWW.ARCHETYPEARCHITECTS.COM
Consultant	THE SZANTON COMPANY
Project	36 Portland Ave OLD ORCHARD BEACH, ME
Scale	1" = 50'-0"
Date	MAR 12 2020
Revision	SHADOW STUDY 1



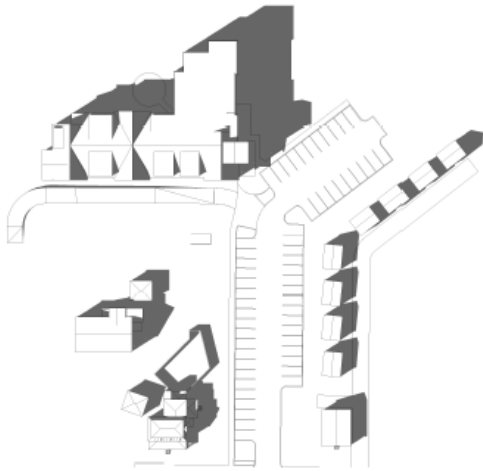
2 | SUMMER SOLSTICE 9 AM
1" = 50'-0"



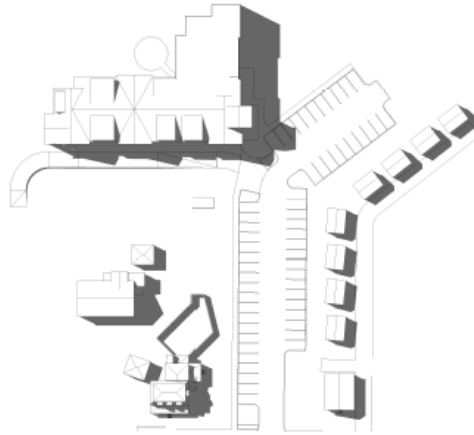
3 | SUMMER SOLSTICE 12 PM
1" = 50'-0"



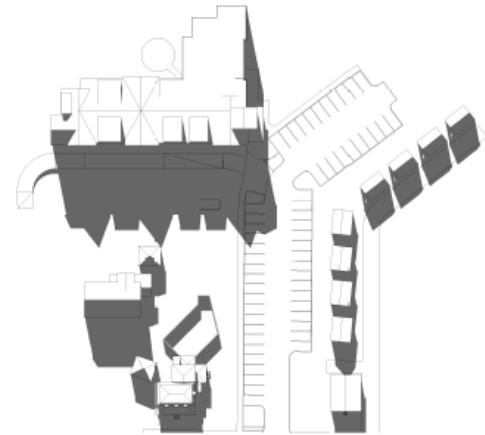
1 | SUMMER SOLSTICE 3 PM
1" = 50'-0"



4 | AUTUMNAL EQUINOX 9 AM
1" = 50'-0"



5 | AUTUMNAL EQUINOX 12 PM
1" = 50'-0"



6 | AUTUMNAL EQUINOX 3 PM
1" = 50'-0"

Prepared for		THE SZANTON COMPANY	
Architect		ARCHETYPE ARCHITECTS 48 Union Wharf, Portland, Maine 04101 (407) 622-5555	
Address	Project	36 Portland Ave OLD ORCHARD BEACH, ME	
Elevation		Scale: 1" = 50'-0"	
Date:	SHADOW STUDY 2		
MAR 12 2020			
C3.6			

Table 1
Parking Utilization Data
Existing Greater Portland Area Senior Housing Facilities

<u>Facility Location</u>	<u># of Units</u>	<u># of Site Spaces</u>	<u>July 2 Utilization Data</u>		<u>July 3 Utilization Data</u>		<u>July 5 Utilization Data</u>		<u>TOTAL</u>	<u>AVERAGE</u>
			AM	PM	AM	PM	AM	PM		
Biddeford 5 Graham Street	35	26	n/a	18	18	17	17	17	87 vehicles	17.4 vehicles
Portland 47 Smith Street	20	20	n/a	5	5	6	6	6	28 vehicles	5.6 vehicles
TOTAL	55	46	n/a	23	23	23	23	23	114 vehicles	22.8 vehicles

- ELEVATION LEGEND**
1. DOUBLE HUNG VINYL WINDOWS, W/ BLACK TRIM
 2. VINYL SIDING
 3. 1X12 PVC CORNER BOARDS, TYP.
 4. INSULATED GALVALUMED DOOR
 5. RECESSED DOWNLIGHTS
 6. GRIP CORNICE, PTD.
 7. ALUMINUM STOREFRONT
 8. ALUMINUM FULL LITE DOORS



2 | EAST ELEVATION
1/8" = 1'-0"

THE BUILDING HEIGHTS ARE SHOWN FROM FINISHED FIRST FLOOR ELEVATIONS TO MEAN POINT OF SLOPED ROOF AND TOP OF ROOF BEAM ON FLAT ROOF. THE EXTERIOR GRADE AT BUILDING VARIES FROM 8 INCHES BELOW FIRST FLOOR TO 10 FEET BELOW FIRST FLOOR.



1 | SOUTH ELEVATION
1/8" = 1'-0"



3 | NORTH ELEVATION
1/8" = 1'-0"

Prepared For: **THE SZANTONY COMPANY**

Consultant: **ARCHITYPE** a r c h i t e c t s
 48 Union Wharf Portland, Maine 04101
 (207) 772-6022 ARCHITYPE@ARCHITYPE.COM

Architect: **ARCHITYPE**

Project: **36 Portland Ave**
 OLD ORCHARD BEACH, ME

Revisions:

Date: **15 JULY 2020** Scale: **As indicated**

BUILDING ELEVATIONS

A2.02

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL

The public hearing was opened by Chair O'Neill at 8pm.

Jeff & Laura Favreau: Favreau Properties, (207-2-14), 10 Forest Avenue, one year round rental
and (104-2-14-1102), 135 Portland Avenue #1102, one year rental

Alex Bakman,(305-6-11-1), 66 East Grand Avenue, Unit 1, one year rental and (305-6-11-2), 66 East Grand Ave, Unit 2, one year rental and (305-6-11-5), 66 East Grand Avenue, Unit 5, one year rental and (205-6-6-2), 6 Imperial Street, Unit 2, one year rental and (205-6-6-8), 6 Imperial Street, Unit 8, one year rental

*The public hearing was closed by Chair O'Neill at 8pm.
Motioned by Councilor Tousignant & seconded by Councilor Kelley
Vote: Unanimous*

TOWN MANAGER'S REPORT

Paving

Fall paving will begin this week starting with reclaim work on Portland Avenue beginning at Cascade going past Walnut to Beachwoods Condominiums. We will also be doing reclaim work on Miles, Atlantic from Washington to 3rd Street, and on Wilbur.

There are a number of streets on our paving list and we will do as many as we can while the weather holds this month, including portions of Seaciff, Ross Rd, Reggio, Odessa, Park, Cookman, Aldine, Patoine, Pavia, Connecticut and Dube.

Voting

Absentee ballots are now available. The Clerk's office mailed out 2,600 ballots on Friday. Registered voters who wish to vote absentee can request a ballot be mailed to them, or they can pick up a ballot at Town Hall. You can fill out your ballot while at Town Hall if you choose, drop it off in the voting drop box outside of Town Hall, or return it by mail. You must wear a mask when entering Town Hall, and there will be a monitor at the door to regulate control access to Town Hall in order to maintain social distancing. There is a tent in the parking lot for residents waiting to be admitted to Town Hall.

Absentee in-person hours are Monday-Friday 8 a.m. to 3 p.m., with extended hours on Tuesday of 8 a.m. to 5 p.m.

If you are registering to vote or changing your name/address within the Town, you can go up to the third floor. If you are registering to vote, and plan on going to vote at the High School on Election Day, you will register to vote at the Town Clerk's Office, second floor.

If you would like to know if you are registered to vote in Old Orchard Beach, or want to make sure we have the correct address and name on file, please don't hesitate to call us at 934-4042 or e-mail the Town Clerk at kmclaughlin@oobmaine.com

Barricades: The barriers in the downtown section adjacent to the Square have been removed now that the weather is turning colder. The barriers on East and West Grand Avenue will remain in place until such time as restaurants discontinue outdoor dining on the sidewalk. The barriers were put in place in May in order to provide room for people to congregate or queue up for food take out service. They were effective in allowing social distancing for those who wanted to be downtown this summer.

Library:

I want to remind residents that the Libby Memorial Library is open for your use every day except for Sunday and Monday, and they are operating so that you can feel safe and stay healthy. If you want to use the Library in person you can call ahead to schedule your visit between 11am and 6pm, Tuesday through Friday and between 11am and 2pm on Saturday. The Library will limit the number of visitors in the building to no more than 5 at a time.

You can also take advantage of curbside pick-up of your library materials whenever the Library is open by ordering books or videos ahead of time. Staff will find your selections and have the waiting for you at the parking lot entrance. Virtual programming is available for children, including virtual story time on Wednesday and Thursday and a new STEAM video activity every month (science, technology, engineering, arts and math).

Check out the Libby Library website or facebook page for full information or call the library at 207-934-4351.

NEW BUSINESS

Agenda Item # 7294

Discussion with Action:

Approve the Liquor License Renewal for Bang Nguyen d/b/a PHO OOB LLC, (205-3-6-A), 40 A Old Orchard Street, M-S-V in a restaurant

Motioned by: Councilor Blow

&

Seconded by: Councilor Kelley

To Approve the Liquor License Renewal for Bang Nguyend/b/a PHO OOB LLC, (205-3-6-A), 40 A Old Orchard Street, M-S-V in a restaurant

VOTE: 4-0

Agenda Item # 7295

Discussion with Action:

Approve the services of Atlantic Pump to rebuild waste activated sludge pump #2 in the amount of \$14,536.35 out of Wastewater CIP account #53002-50846 with a balance of \$23,062.22.

Background:

Pump #2 was leftover from a previous upgrade. The department installed it for another application and discovered the pump needed to be rebuilt. The engineers have confirmed that the pump will stay in place for this application in the future.

Quotes from Atlantic Pump for \$14536.35 and Motion Industries for \$19689.18 are attached.

Motioned by: Councilor Blow

&

Seconded by: Councilor Kelley

To Approve the services of Atlantic Pump to rebuild waste activated sludge pump #2 in the amount of \$14,536.35 out of Wastewater CIP account #53002-50846 with a balance of \$23,062.22.

VOTE: 4-0



Keeping Industry in Motion

Quote

MOTION INDUSTRIES INC

111 PINE TREE INDUSTRIAL
PARK, UNIT A
PORTLAND, ME 04102-1446
PHONE : 2078284727
FAX : 2078284728

Date: 09/16/20

Note: Due to recent volatility of raw materials, price and delivery are subject to change based on availability at time of order.

To:

TOWN OF OLD ORCHARD BEACH
OOB WASTE WATER PLANT
24 MANOR ST
OCEAN PARK
OLD ORCHARD BEACH, ME 04064
PO: MOYNO REPAIR
REL: CHRIS WHITE

Quote Number: ME02 - 494243
Customer RFQ: MOYNO REPAIR
FOB: FOB ORG,FRT PP&ADD
Quote Sent By: KEITH
Payment Terms: 1% 10 & 25TH NET 30
Delivery: STOCK UNLESS NOTED

MOTOR FREIGHT

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 001					
1H115G1 CDQ SRX REPAIRS		1	EA	\$19,689.180	\$19,689.18
ITEM NO: 99999999	MOYNO IND.				
			DELIVERY DATE:	10/07/20	

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
<p>QUOTE FOR THIS PUMP IS TO SIMPLY REPLACE THE ROTOR AND STATOR ON SITE. SCOPE OF REBUILD TO INCLUDE: PARTS FOR PROJECT: REF NO - 30 - STATOR - BUNA/CARBON STEEL 33 - INSPECTION PLATE GASKET (2) 34 - STATOR GASKET (QTY - 2) 35 - RETAINING RING (QTY -2) 38 - CONNECTING ROD 40 - HARDENED CHROME ROTOR 41 - O-RING HOUSING 42 - HEAD RING GEAR JOINT KITS GEAR JOINT SEAL KIT GEAR JOINT SHELL FIBER DEFLECTOR H DRIVE END ONE MAN FOR ONE 8 HOUR DAY TO WORK WITH OOB CREW TO REPLACE PARTS. PUMP TO TO BE ASSEMBLED WITH NEW PARTS AND PUMP BACK ON BASE-PLATE - THEN LASER ALIGNED. PIPING TO BE HANDLED BY OOB CREW. LEAD TIME ON PARTS IS 10 TO 15 BUSINESS DAYS ARO. WORK DATE TO BE JOINTLY SCHEDULED ONCE RECEIPT OF PARTS IS CONFIRMED.</p>					
				SUB TOTAL:	\$19,689.18
				SALES TAX:	\$0.00
				TOTAL: USD	\$19,689.18
<p>Want to view inventory and place orders on-line? MotionIndustries.com can meet your needs. Register On-line at www.MotionIndustries.com.</p>					

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

QUOTATION

00151318



LINE	ITEM / DESCRIPTION	QUANTITY UOM	UNIT PRICE DISCOUNT	NET UNIT PRICE EXTENDED PRICE
	<p>for a worst case scenario rebuild.</p> <p><u>ESTIMATED CHARGE FOR FIELD SERVICE. FINAL INVOICE WILL BE ADJUSTED EITHER DOWN OR UP DEPENDING ON ACTUAL TIME, PARTS AND MILEAGE.</u></p> <p>FIELD SERVICE WORK AUTHORIZED BY:</p> <p>_____</p> <p>TITLE: _____</p> <p>PLEASE ALSO PRINT NAME AND DATE</p> <p>_____</p>			
			Total Price	14,536.35

Payment terms are subject to Credit Approval.

The parties agree that this quote and any order arising from it are expressly subject to and incorporate by reference Atlantic Pump's Terms of Sale which are available at: <http://www.atlanticpump.com/ATL-Terms.pdf>. Customer's acceptance of this quotation is expressly conditional on Customer's assent to such incorporated Terms of Sale.

Please send a copy of your tax exempt certificate when placing your order.
Email the tax certificate to tmackenzie@hayespump.com or fax to 978-369-8461.

Sales Rep(s): Alan Hummer

Questions? Phone: 207 324-2405 Sara Gauthier - sarag@atlanticpump.com Fax: 207 324-2536

Agenda Item # 7296

Discussion with Action:

Approve the services of Ted Berry Company in the amount of \$17,300.00 out of Wastewater account #20161-50342 Waste Pumping expenses with a balance of \$35,000.00.

Background: *(see attached quote)*

The OOBWWTF does not have automated equipment to remove grit/sand/textiles as it enters the WWTF. Instead of removing the textile items, they are 'shredded' by inline grinders. A portion of the grit/sand settles in tanks and wet wells at the WWTF and pump stations. The OOBWW department must periodically clean out the various tanks, channels and wet wells manually. Cleaning is normally performed twice a year. Some of the cleanings require the staff to divert flow, bypass a portion of the treatment process and perform permitted confined space entry(s). This makes some of the cleaning 'time sensitive'.

The OOBWW department has worked alongside the Ted Berry Company with all aspects of the cleaning for many years. The OOBWW department supplies the safety equipment and runs the permitted confined space entry program that is required to access some of the tanks. Ted Berry Company has previous knowledge of the system and has demonstrated a high level of efficiency. By working closely with Ted Berry the OOBWW staff has reduced the amount of time it takes to complete the cleanings.

Motioned by: Councilor Blow

&

Seconded by: Councilor Tousignant

To Approve the services of Ted Berry Company in the amount of \$17,300.00 out of Wastewater account #20161-50342 Waste Pumping expenses with a balance of \$35,000.00.

VOTE: 4-0

TED BERRY

COMPANY LLC.

A VORTEX COMPANY

Chris White
Town of OOB Wastewater Department
1 Portland Avenue
Old Orchard Beach, ME 04064

August 20, 2020

Greetings Chris,

Subject: **Fall 2020 Pump Station Maintenance Proposal – 20T0013**

Thank you for giving us the opportunity to provide you with the following proposal for cleaning pump stations and conducting the confined space entry program. As you know the Ted Berry Company has been performing pump station cleaning in OOB for a number of years and has the intimate understading of the individual pumping systems and components and upon your request would be willing to take on additional responsibilities associated with the cleaning and confined space management.

Scope of work: Work to be done during the spring and fall of each year at the request of the collection system manager

- A. Confined Space Entry, including continuous air monitoring and retrieval system
- B. Lock Out Tag Out Pump Stations
- C. Plug inlet line to stop incoming flow as needed
- D. Perform pump station cleaning at the following locations, as requested by the customer:
 1. Comfort St. Pump Station
 2. ½ way grit chamber
 3. Secondary Holding Tank
 4. Primary Holding Tank
- E. Remove and dispose debris at Eco Maine, paid by customer
- F. Primery holding tank
- G. Septic receiving
- H. Catch basins

Project Responsibilities

Old Orchard Beach Wastewater Department: To help achieve a smooth and successful project, you will be considered the owner of the project and it will be your responsibility to perform the following:

- Provide a designated contact person
- Provide all access to all pump stations
- Provide access to lockout/tagout locations
- Operate Pump Stations as needed
- Provide disposal site or payment for disposal at an approved site – EcoMaine

Ted Berry Company, LLC.

- Provide a designated project manager
- Provide a written work plan prior to start of work
- Provide all traffic control per MUTCD regulations as required to complete the project.
- Provide a cleaning team with all necessary tools and equipment
- Provide confined space entry equipment and permit. All personnel are confined entry trained within the previous 12 months.
- Provide disposal of all materials in accordance with state, local and federal regulations at an approved disposal site.

TED BERRY

COMPANY LLC.

A VORTEX COMPANY

Ted Berry Company, LLC. Employees

- Project Manager (Off Site)
- Project Crew Supervisor
- Jet/Vac CDL Operator
- Technician – confined space entry trained (2) technicians may be required for individual pump stations and will be charged individually.

Ted Berry Company LLC. Equipment

- Combination Jet/Vac Truck
- Service Truck
- Various size Plugs as needed
- Portable Air Compressor
- Confined Space Equipment

Differing conditions

1. **Flows at the pumping station higher than anticipated by the owner** - If flows at the wastewater pumping station are higher than anticipated a modification to the pumping or work plan may be required and shall be paid by the Owner at no additional expense to TBCI.

Delays

1. Delays caused by circumstances outside of the control of the Ted Berry Company shall be compensated fully by a standby rate that is defined in the contract terms and conditions. Items outside of the control of the Ted Berry Company include but are not limited to.
 - 1) Delays caused by "others"

Billable Units for Each Biannual Cleaning

Item Description	Unit Price	Quantity	Total Cost
Municipal Vactor Truck with Supervisor & CDL Operator	\$2,450.00	4 Days	\$9,800.00
Support Truck	\$100.00	4 Days	\$400.00
Confined Space Technicians (2)	\$1,520.00	4 Days	\$6,080.00
Confined Space (each day)	\$255.00	4 Days	\$1,020.00
Total Estimated Project Cost			\$17,300.00

Old Orchard Beach Waste Water Department will pay EcoMaine for debris disposal fees.

The total cost is based upon an estimated 4 days of work.

The invoice will be based on the actual number of days of cleaning and disposal.

We appreciate the opportunity to provide you with this proposal and look forward to working with you this year on the town's pump station maintenance. Please sign and return signed copy upon acceptance of this proposal.

Sincerely,

Paul Pomerleau
Project Manager

No job is so important and no service is so urgent that we cannot take the time out to perform or work safely.

Agenda Item # 7297

Discussion with action:

Approve the quote to replace three blower stages from Aerzen Corporation in the amount of \$43,369.51 from account #30181-50551 wastewater sewer reserve fund operating equipment expense fund with a balance of \$532,108.20.

Background: *(see attachment)*

The three blowers at the WW facility each have total hours of operation that will require overhauls due to risk of breakdown. They were installed in 2012 and have about 30,000 hours each. According to the Town's engineer it is typical for overhauls to be required after 25 – 40,000 hours. The cost of the upgrade will triple beginning in 2021 because Aerzen will no longer support this model of equipment. For this reason it is a significant cost savings to proceed with the work now.

Motioned by: Councilor Blow

&

Seconded by: Councilor Kelley

To Approve the quote to replace three blower stages from Aerzen Corporation in the amount of \$43,369.51 from account #30181-50551 wastewater sewer reserve fund operating equipment expense fund with a balance of \$532,108.20.

Note: Chair O'Neill stated that he is aware of the expenses and moving forward

VOTE: 4-0



AERZEN

Compressed air, gas
and vacuum solutions

Old Orchard Beach WWTP
Att.: Chris White
24 Manor Street
OCEAN PARK, ME 04063

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

inquiries@aerzenusa.com
www.aerzenusa.com
Phone: 610-380-0244



Quotation

Quote no. SEQ-20-000538/ 3
Date: 02/07/20
Quote Expiration date: 08/20/20
Salesperson: ST
Handled by: Arnold Woodard

Payment Terms: Net 60 days

Your account no.: 21-05414
Phone number: +12079344416
Fax No.: +12079347951
E-Mail: cwhite@oobmaine.com

2012 Hybrid Campaign

Serial No. 1035608 Service Items SEI-007134
Item No.: 034916000, Package, Delta Hybrid

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	2000022281 D62S; R P11.5 GJL Z	1	each	8,865.00	8,865.00
	181314000 V-belt pulley (installed on stage)	1	each	653.77	653.77
	165693000 Taperlock bush (Optional - motor side)	1	each	281.23	281.23
	164960000 V-belt pulley (Optional - motor side)	1	each	573.71	573.71
	2000048254 V-belt	3	each	57.74	173.22
	158355000 Shaft nut	1	each	26.42	26.42
	159875000 Gasket (top flange)	1	each	21.33	21.33
	21-001385	1	each	14.97	14.97

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com



Gasket Maker (bottom flange)					
735228000	1	each	2,331.00		2,331.00
Oil Demister Kit					

Serial No. 1035613 Service Items SEI-007135

Item No.: 034916000, Package, Delta Hybrid

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	2000022281 D62S; R PI1.5 GJL Z	1	each	8,865.00	8,865.00
	181314000 V-belt pulley (installed on stage)	1	each	653.77	653.77
	165693000 Taperlock bush (Optional - motor side)	1	each	281.23	281.23
	164960000 V-belt pulley (Optional - motor side)	1	each	573.71	573.71
	2000048254 V-belt	3	each	57.74	173.22
	158355000 Shaft nut	1	each	26.42	26.42
	159875000 Gasket (top flange)	1	each	21.33	21.33
	735228000 Oil Demister Kit	1	each	2,331.00	2,331.00

Serial No. 1035616 Service Items SEI-007136

Item No.: 034916000, Package, Delta Hybrid

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	2000022281 D62S; R PI1.5 GJL Z	1	each	8,865.00	8,865.00
	181314000 V-belt pulley (installed on stage)	1	each	653.77	653.77
	165693000 Taperlock bush (Optional - motor side)	1	each	281.23	281.23
	164960000 V-belt pulley (Optional - motor side)	1	each	573.71	573.71
	2000048254 V-belt	3	each	57.74	173.22
	158355000 Shaft nut	1	each	26.42	26.42
	159875000 Gasket (top flange)	1	each	21.33	21.33
	735228000	1	each	2,331.00	2,331.00

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

Quote no. SEQ-20-000538/ 3

Page 3 / 3

Oil Demister Kit

Oil, Oniste, and Shipping

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
		1		3,750.00	3,750.00
	Flat Rate Labor + Travel				
	21-004392	1	each	431.70	431.70
	Oil, Delta Lube 06 5 Gallon Pail				
	21-004391	2	each	88.81	177.62
	Oil, Delta Lube 06 (2.3 gallons needed) 1 Gallon				
		1		0.00	0.00
	FREIGHT - return unit to Aerzen (TBD)				
		1		0.00	0.00
	FREIGHT- to site (TBD)				
Total USD Excl. TAX					43,151.33
Tax Amount USD					218.19
Total USD Incl. TAX					43,369.51

To pay by credit card, please contact Accounts Receivable (610) 380-0244

Best regards,

Arnold Woodard
Aerzen USA Corporation

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com

Agenda Item # 7298

Discussion with Action:

Set the Public Hearing date of October 20th, 2020 to amend the Town of Old Orchard Beach Code of Ordinances, Section 54-187, Odena Avenue, changing the prohibition of parking from the left-hand side to the right-hand side facing the ocean, from the railroad to the seawall.

Background: A Resident on Odena Avenue spoke with Police Chief Dana Kelley in regards to changing the parking from left-hand side of street to the right-hand side. The resident sighted issues with property damage, left behind garbage, and inability or owner and delivery person to access egresses. *(see attached email threads)*

Discussion:

Police Chief Dana Kelley noted that for the public hearing the ordinance should be written as “seaside to the beach” not the entire length of Odena as noted this evening.

Motioned by: Councilor Tousignant

&

Seconded by: Councilor Blow

To Set the Public Hearing date of October 20th, 2020 to amend the Town of Old Orchard Beach Code of Ordinances, Section 54-187, Odena Avenue, changing the prohibition of parking from the lefthand side to the righthand side facing the ocean, from the railroad to the seawall.

VOTE: 4-0

Jennifer Hayes

From: Jason Field <jfield@instabill.com>
Sent: Monday, September 14, 2020 10:58 AM
To: Dana Kelley
Cc: Larry Mead; Jennifer Hayes
Subject: [SPAM][SPF:Failed] Re: [Old Orchard Beach ME] No Parking Sign Change Request (Sent by jason field, jfield@instabill.com)

Categories: Council Agenda, Business Complaints, PD, Planning & Code

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.

Thank you very much Chief Kelley.
I will come back to you with their response.
Kind regards,
Jason Field

Sent via the Samsung Galaxy S20 Ultra 5G, an AT&T 5G smartphone
[Get Outlook for Android](#)

From: Dana Kelley <dkelley@oobmaine.com>
Sent: Monday, September 14, 2020 10:34:18 AM
To: Jason Field <jfield@instabill.com>
Cc: Larry Mead <lmead@oobmaine.com>; Jennifer Hayes <jhayes@oobmaine.com>
Subject: RE: [Old Orchard Beach ME] No Parking Sign Change Request (Sent by jason field, jfield@instabill.com)

If you can find out who the Condo Association President is, it might make sense to reach out to them and get a consensus one way or the other. The Town Council prefers to know that everyone that is potentially impacted by an ordinance change has been made aware of the proposed change and that they have are given an opportunity to object if they so desire. As soon as you let me know what the Condo Associations position is, I will request that it be placed on the Councils agenda.

Chief Kelley

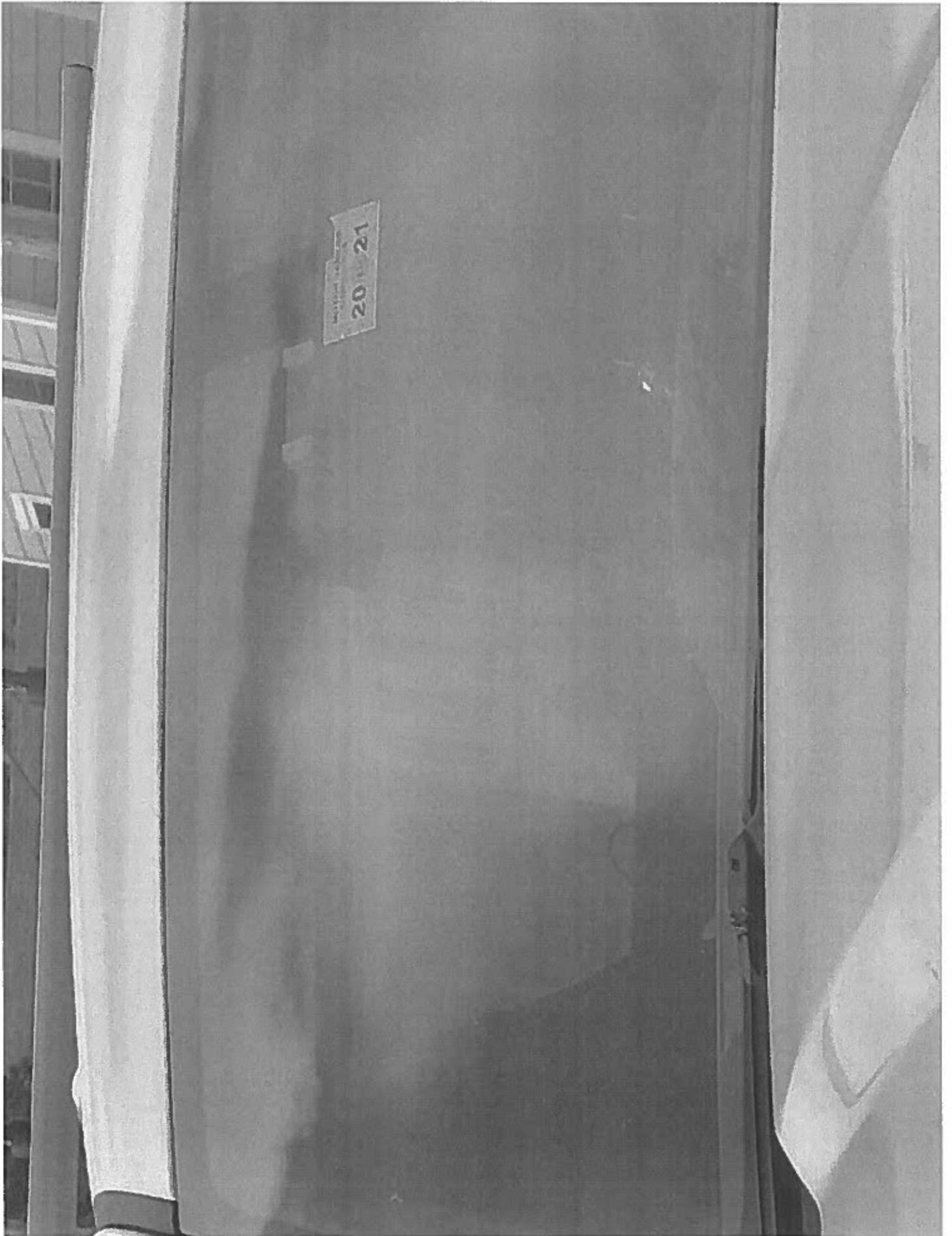
From: Jason Field [mailto:jfield@instabill.com]
Sent: Monday, September 14, 2020 9:57 AM
To: Dana Kelley <dkelley@oobmaine.com>
Subject: [SPAM][SPF:Failed] RE: [Old Orchard Beach ME] No Parking Sign Change Request (Sent by jason field, jfield@instabill.com)

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.

Hello Chief Dana Kelley,

I hope you are well. I hope by now you have received at least two or three requests from abutters on Odena Ave confirming their approval to switch the parking to the other side of the street, including 1, 3 7 and 8 Odena Ave - all the residential home owners. I have spoken with one of the residents in the Condo already. VJ. He was very nice. He explained to me that the No parking was switched in order to assist the workers and their machines as they did their improvements to the outside of the building. Now that project is complete He had no objection to the No Parking being switched back.

I have not heard from anyone else at the Condo at this point. Yesterday I was unable to cut my strip of grass on the outside of the fence due to vehicles parked alongside my



Would you please advise how I proceed with this request?

Thank you very much.

Kind regards,
Jason Field

From: Dana Kelley <dkelley@oobmaine.com>

Sent: Monday, August 31, 2020 2:45 PM

To: Jason Field <jfield@instabill.com>

Subject: RE: [Old Orchard Beach ME] No Parking Sign Change Request (Sent by jason field, jfield@instabill.com)

If you can get something in writing from the owners of the property at four Odena, the Condo Association and the property owners at number one Odean stating that they are okay with either eliminating parking on Odena completely or moving no parking from the left to right side of the street, I would not object to your request. Whenever a request such as this is made, the Town Council before considering a parking change, typically has no problem with it as long as everyone on the street is in agreement. It would require an ordinance change which usually takes three Council meetings to gain approval. If they do approve the change we would then ask Public Works to repost the street. I would suggest that if you want to get this done for next season, that you not wait until spring to begin the process. Everyone is busier starting in April and it could take a while to get it done possibly even running into the summer season. If you are able to secure something in writing from the abutter's, please submit it to me and I will ask to have the request placed on the Councils agenda.

Chief Dana Kelley

-----Original Message-----

From: cmsmailer@civicplus.com [<mailto:cmsmailer@civicplus.com>]

Sent: Monday, August 31, 2020 1:03 PM

To: Dana Kelley <dkelley@oobmaine.com>

Subject: [Old Orchard Beach ME] No Parking Sign Change Request (Sent by jason field, JFIELD@INSTABILL.COM)

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.

Hello dkelley,

jason field (JFIELD@INSTABILL.COM) has sent you a message via your contact form (<https://www.oobmaine.com/user/69/contact>) at Old Orchard Beach ME.

If you don't want to receive such e-mails, you can change your settings at <https://www.oobmaine.com/user/69/edit>.

Message:

Dear Chief Kelley,

My name is Jason Field. My wife's name is Jodi Ladakakos Field. We have a property at 5 Odena Ave, Old Orchard Beach. I am writing you today to request that the No Parking Sign either be switched from the left side of the road to the right side of the street (facing the beach) or for street parking to be removed from both sides of the street since the width of the street is a mere 23 feet wide.

Having purchased the property back in 2009 the No Parking sign was always on the right side of the street. The property

that we purchased was in ruins. We have invested into this community by building a beautiful house with a white picket fence running along the front of the house. Just last year No Parking signs were removed from the right side of the street to the left side. Having looked at the Street Parking Ordinance we are simply requesting this to be switched back to the right hand side.

Odena Avenue. No parking shall be allowed on the lefthand side of Odena Avenue (facing the ocean) from the railroad to the seawall.

We have been aggrieved by this No Parking Sign switch for the following reasons:

1. We have 2 entrance gates on either end of our property. The first allowing us unimpeded access to our front door, the other giving us unimpeded access to walk to the beach. Although we have signs on our gates requesting vehicle owners not to block the gated entrance frequently, especially throughout the Summer months this goes ignored. With a blocked gate entrance we are forced to find another entrance to our home. This has been an un-welcomed grievance that has been a huge frustration for our family.
2. Deliveries including Mail, UPS, FED EX packages and other delivery companies are often impeded and have to find another entrance for their deliveries.
3. There has been damage to the fence as cars whip into the space often times damaging the fence with their car doors swinging open without any regard to our property.
4. Garbage is often left behind leaving this for my wife and I to clean up.

There are 4 residential properties on the right-hand side of the street (facing the beach) while only 1 residential property on the left-hand side of the side. This property would be un-affected if the parking was switched to the other side of the street as their entire street frontage is a driveway enabling 4 tandem parked vehicles. The large Condominium would not be affected as it has a large parking lot beside it for it's residents.

There would be no loss of parking spaces by moving the parking from the right side of the street (facing the beach) to the left side. Therefore I see there be no detriment to the street by switching the NO Parking Sign back to the Right-side of the street.

Furthermore, Just 2 blocks away Reggio Ave has a No Parking sign on right side of the street. We would greatly appreciate it if you would consider our request by doing the same for Odena Ave (block between Seaside Ave and the Beach).

Please advise if there is any formal process other than submitting this letter to you in order for our request to be actioned?

Sincerely,

Jason Field
Jodi Ladakakos Field

Agenda Item # 7299

Discussion with Action: Consider a request to locate one handicapped parking spot on Atlantic Avenue, 235 feet East of the Atlantic Avenue/Saco Avenue intersection, on the left hand side facing the ocean.

Background: An Atlantic Avenue resident has spoken with Chief Kelley to formalize a request for handicap parking. Neighbors along Atlantic Avenue have been notified by Chief Kelley with no opposition by neighborhood.

Motioned by: Councilor Tousignant

&

Seconded by: Councilor Blow

To Consider a request to locate one handicapped parking spot on Atlantic Avenue, 235 feet East of the Atlantic Avenue/Saco Avenue intersection, on the left hand side facing the ocean.

VOTE: 4-0

Agenda Item # 7300

Discussion with Action: Approve the equipment repair for a new clutch for the Public Works Maclean MV tractor in the amount of \$11,705.21 from Beauregard Equipment from account number 20151-50452 Public Works Operating Equipment Repair Expense with a balance of \$143,067.43.

Background: *(see attached quote)*

Discussion:

Councilor Kelley asked if this repair was for an older piece of Town equipment. Town Manager Mead stated that it was not the case. The repair needed was for the newer tractor and the repair was due to operator error.

Motioned by: Councilor Tousignant

&

Seconded by: Councilor Blow

To Approve the equipment repair for a new clutch for the Public Works Maclean MV tractor in the amount of \$11,705.21 from Beauregard Equipment from account number 20151-50452 Public Works Operating Equipment Repair Expense with a balance of \$143,067.43.

VOTE: 4-0



VERMONT/NEW YORK
28 Jasper Mine Road
Colchester, VT 05446
PH (802) 893-1555

NEW HAMPSHIRE
231 Sheep Davis Road
Concord, NH 03301
PH (603) 225-6621

MAINE
14 Gibson Road
Scarborough, ME 04074
PH (207) 885-0600

MAINE
59 Contractor Drive
Hermon, ME 04401
PH (207) 848-2050

MAINE
323 Sweden Street
Caribou, ME 04736
PH (207) 498-3196

MAINE
3 Knox Ridge S.
Knox, ME 04986
PH (207) 568-3245

www.beauregardequip.com

SOLD TO *** emailed ***
00330P TOWN OF OLD ORCHARD BEACH
FINANCE OFFICE
1 PORTLAND AVE
OLD ORCHARD BEACH ME 04064

SHIP TO
OLD ORCHARD BEACH HIGHWAY
103 SMITH WHEEL RD
OLD ORCHARD BCH, ME 04064

MACLEAN MV4.1 18 SN: MV1408 HR .0 W:02
Sold By: AL PO #: PTO CLUTCH Date 10/01/20 #### QUOTE #### QS05892
Ship By: Tax #: MUNICIPALITY 12:33:19 PRT: 3 Open

Tax	D	Qty	Description	Price	Amount
			MEMO QUOTE FOR PTO CLUTCH REPLACEMENT		
N			FREIGHT/POSTAGE SHIPPING CHARGES ESTIMATE		125.00
			LABOR	** TOTAL LABOR	1905.00
N		1	PARTS COUNTER MV 1119025 PTO CLUTCH	9620.21	9620.21
N			SHOP SUPPLIES SHOP SUPPLIES		55.00

.....
No Interest! No Payments for 90 days! Just buy over \$500 worth of Case or New Holland parts and service. Using your CNH CAPITAL ACCOUNT.
Returned parts must be accompanied by original sales slip, but will not be accepted for credit without permission of BEAUREGARD EQUIPMENT. All returned parts must be in original packaging.
Parts returned for credit will be subject to a minimum handling charge of 30% of the invoice price of the goods returned. A minimum \$20.00 amount is required per returned item.
All parts non-returnable to the manufacturer are non-returnable to BEAUREGARD EQUIPMENT. ELECTRICAL PARTS ARE NON-RETURNABLE. Parts must be returned within 30 days.
.....

** SUBTOTAL 11705.21

X _____ Charge Sale

Phone: (207) 934-5714

PAY THIS
AMOUNT



\$11705.21

Agenda Item # 7301

Discussion with Action: Approve the services of Woods Excavating to repair a underground leak in the plant water system in the amount of \$9,800.00 out of account #20161-50452 wastewater equipment repair with a balance of \$32,244.44.

Background: *(see attached quote)*

On September 17 it was noticed that a large pool of water was forming near the aeration tanks. Staff suspected a leak in the plant water system. The decision was made to hire Woods Excavating to make an emergency repair. Upon excavation it discovered that the break had been previously repaired and had ruptured again. These leaks are an ongoing issue due to the age and condition of the underground plant water system. Woods Excavating repaired the leak on September 21.

Discussion:

Town Manager Mead stated that the work had already been completed as an emergency. It was on the council agenda because the cost was over five thousand dollars.

Motioned by: Councilor Blow

&

Seconded by: Councilor Tousignant

To Approve the services of Woods Excavating to repair a underground leak in the plant water system in the amount of \$9800.00 out of account #20161-50452 wastewater equipment repair with a balance of \$32,244.44.

VOTE: 4-0



WOODS Excavating LLC
PO Box 1282
Westbrook, ME 04098
207-839-4604 office
207-615-3663 cell (Chris Woods)
Chris@WoodsExcavatingLLC.com

Proposal/Contract
Specifications and estimate

Date: 9.18.20

To: Old Orchard Beach Sewer Dept.

We are pleased to quote the following scope of work for the earthwork associated with the repair of existing PVC pipe leak and pavement patch.

Scope of work:

1. Repair leak in existing PVC pipe
2. Repair pavement that is damaged in process of repairs
3. Budget \$ includes 1.5 day for full crew plus paving. Work beyond included time will be billed according to attached price sheet
4. Pricing includes requiring assistance from OOB Sewer Department in various capacities throughout excavating process

Job Budget: \$9,800

Estimator: Chris Woods Date: 9.18.2020

Accepted by: Diana H. Asanza Date 9/18/2020
DocuSigned by: 583E08D99458466

Thank You!

Agenda Item #7302

Discussion with Action: To accept the bid from Beaverbrook Trails, LLC for Court Improvements to the Atlantic Avenue Park and to authorize the Town Manager to enter into a contract in the amount not to exceed \$35,481 funded by the CDBG Community Enterprise Grant; from account number 30413-50735 CDBG Community Enterprise Grant Expense Account with a balance of \$95,000.

Motioned by: Councilor Kelley

&

Seconded by: Councilor Blow

To accept the bid from Beaverbrook Trails, LLC for Court Improvements to the Atlantic Avenue Park and to authorize the Town Manager to enter into a contract in the amount not to exceed \$35,481 funded by the CDBG Community Enterprise Grant; from account number 30413-50735 CDBG Community Enterprise Grant Expense Account with a balance of \$95,000.

VOTE: 4-0

CDBG Community Enterprise Grant - Atlantic Ave Basketball Court and Park Renovations

Company	Bid		Amount
LJMC Corp., P.O. Box 884, Kennebunk, ME 04043	Bid Pkg # 1	Park Improvement Work	\$ 51,561.62
Robillard Brothers Landscaping, 85 Cascade Rd., OOB, ME 04064	Bid Pkg #1	Park Improvement Work	\$ 53,200.00
Beaverbrook Trails, LLC, 610 Rocky Knoll Rd., Denmark, ME 04022	Bid Pkg #2	Court Improvement Work	\$ 35,481.00
LJMC Corp., P.O. Box 884, Kennebunk, ME 04043	Bid Pkg #2	Court Improvement Work	\$ 37,680.00



Town of Old Orchard Beach

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

October 6, 2020

TO: Larry S. Mead, Town Manager
FROM: Diana H. Asanza, Finance Director *Diana H. Asanza*
CC: Pat Brown, Community Liaison
Brent Bridges, Woodard & Curran
RE: CDBG Atlantic Ave. Basketball Court and Park Renovation Project

The Town received four (4) bids for the Atlantic Ave. basketball court and park renovation project:

LJMC Corp., P.O. Box 884, Kennebunk, ME 04043	Bid Pkg # 1	Park Improvement Work	\$ 51,561.62
Robillard Brothers Landscaping, 85 Cascade Rd., OOB, ME 04064	Bid Pkg #1	Park Improvement Work	\$ 53,200.00
Beaverbrook Trails, LLC, 610 Rocky Knoll Rd., Denmark, ME 04022	Bid Pkg #2	Court Improvement Work	\$ 35,481.00
LJMC Corp., P.O. Box 884, Kennebunk, ME 04043	Bid Pkg #2	Court Improvement Work	\$ 37,680.00

The Town contracted with Woodard & Curran for the design and engineering services, and worked with Brent Bridges on the work specifications. You, Brent Bridges, Pat Brown (community liaison), and I reviewed the bids. There were several important factors that were taken into account:

- Experience
- Clear Understanding of the Project
- Schedule of Work
- Approach
- Price

Once the bids were received, I asked each company a set of questions regarding their experience and their approach to the project. After careful review of the responses we recommend the work to be awarded as follows:

Bid Pkg #1 Park Improvement Work to Robillard Brothers Landscaping
\$53,200.00

With respect to the park improvements portion of the project Robillard Brothers Landscaping appears to have more experience and a better understanding of the

work based on approach, schedule and work sequence. The timing of when Robillard can start the job also meets the Town's expectation because some elements of the work are temperature dependent. Robillard Brothers Landscaping will start work no later than October 13th, which is very important because the intention is to complete as much of the scope of work as possible by the end of October. The other bidder on park improvements. LJMC Corp has been in business for less than two years and during that time has primarily done excavation work based on their references. In addition, LJMC Corp's planned schedule of work and approach was to commence in late October and do much of the work starting in May of next year.

The bid price from Robillard Landscaping came in \$1,638.38 higher than LJMC Corp, however price alone is not the basis of award. Given the advantage that Robillard demonstrates with respect to experience, approach and schedule, the recommendation is to award the contract to Robillard Brothers Landscaping for the Park restoration portion of this project.

Bid Pkg #2 Court Improvement Work to Beaverbrook Trails, LLC \$35,481.00

We recommend awarding the bid for court improvements to Beaverbrook Trails, LLC. The Town has positive experiences with Beaverbrook Trails LLC when they were contracted to do the work on the Loranger School Tennis Courts in fall of 2015, and the Veterans Memorial Park Basketball court and Tennis Courts in summer 2017 and spring 2018. Beaverbrook did a good job for the Town and their pricing came in lower than LJMC Corp. by \$2,199.00

Based on these factors we recommend Robillard Landscaping for Bid Package #1 Park Improvements at \$53,200.00 and Beaverbrook Trails, LLC for Bid Package #2 Court Improvements at \$35,481.00, for a total of \$88,681.00. This project is funded by a CDBG Community Enterprise Grant for \$100,000, which will leave \$6,319.00 for the remaining items for the park such as signage, a bench, picnic tables, and Fit Trail exercise stations. I have forwarded the bids results to Terry Ann Holden, Project Manager from the Department of Economic and Community Development to ensure the bids met CDBG requirements and we are okay to move forward and award the contracts.

If you have any questions or concerns, please feel free to contact me at X1522.

Town of Old Orchard Beach Maine



**NOTICE OF REQUEST FOR BIDS
RESTORATION OF ATLANTIC AVENUE PARK
September 16, 2020**

Diana H. Asanza, Treasurer - Finance Director
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach ME 04064

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

OBJECTIVES

Bids for the Restoration of the Atlantic Ave. Park will be received at the Town Manager's office located at Town Hall, 1 Portland Ave., Old Orchard Beach, ME 04064 **until 11:00 AM on Friday, October 2, 2020**. Bids will be opened directly after that time.

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

INQUIRIES

Inquiries concerning the Bid Package should be forwarded to:

Diana H. Asanza, Treasurer - Finance Director

(207) 937-5622 dasanza@oobmaine.com

CHANGES TO BIDS

The bidder must indicate any variances from our specifications, terms, and/or conditions, no matter how slight. If variations are not stated or referenced in writing prior to the final proposal, it will be assumed that your proposal fully complies with our terms, conditions and specifications.

RESERVATION OF RIGHTS

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

The Town reserves the right to waive any informality in the proposal, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the Town to do so. The Town reserves the right to substantiate the Bidder's qualifications, capability to perform,

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

availability, past performance record and to verify that the bidder is current in its obligations to the Town, as follows:

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

SUBMISSION INFORMATION AND REQUIREMENTS

There are two parts to the bid - Park Improvement work "Bid Package #1" and Court Improvement work "Bid Package #2". You may bid on one part of the project or both, but they must be submitted as two separate bids and not as one bid. Bids must be submitted in a sealed envelope; the outside clearly marked "**Bid for the Restoration of Atlantic Ave. Park**", and shall be addressed to Larry S. Mead, Town Manager.

This project is funded in part with the Community Development Block Grant funds. To be considered a responsive bidder there are several provisions that must be followed:

- Review and follow the requirements listed in the Federal Construction Contract Provisions guidebook included in the bid package labeled "Exhibit A"
- Review and follow the requirement listed in the Policy Statement #4 included in the bid package labeled "Exhibit B".
- Follow the Davis Bacon wage rates for Highway Construction Projects included in the bid package labeled "Exhibit C".

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

SUMMARY OF WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Project Description
- B. Description of the Park Improvement Work – Bid Package #1
- C. Description of the Court Improvement Work – Bid Package #2
- D. Owner-Furnished and Installed Equipment

1.02 PROJECT DESCRIPTION

- A. The Project is generally described as Restoration of Atlantic Ave Park

1.03 DESCRIPTION OF THE PARK IMPROVEMENT WORK – BID PACKAGE #1

- A. The Park Improvement Work includes labor, material and equipment, services required for construction, testing, and commissioning of the Project in accordance with the Contract Documents and as more specifically described in Sheets C-01, C-02 and C-04 of the Drawings and includes, but is not limited to, the following principal features.
 - 1. Demolition of existing 10' high fencing around existing basketball court;
 - 2. Demolition of existing 4' high fence along south property line;
 - 3. Demolition of existing concrete sidewalk and bituminous pavement as shown on the plans;
 - 4. Providing segmented block retaining walls;
 - 5. Providing plantings along north and south property lines;

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

6. Providing ADA accessible bituminous walkway;
7. Providing ADA accessible concrete ramp;
8. Providing new water service on Atlantic Ave;
9. Providing new automatic irrigation system including backflow preventor device, control panel, dripline along south and north property lines, and spray nozzles along Atlantic Ave and Central Park Ave;
10. Construction of four (4) stonedust pads for future fitness equipment;
11. Construction of stonedust walkway and picnic table pad;
12. Providing two (2) bike racks with concrete pads; and
13. Loam and seed disturbed areas and all materials, equipment, services and construction inherent to the Work.

1.04 DESCRIPTION OF THE COURT IMPROVEMENT WORK – BID PACKAGE #2

- A. The Court Improvement Work includes labor, material and equipment, services required for construction, testing, and commissioning of the Project in accordance with the Contract Documents and as more specifically described in Sheets C-03 and C-04 of the Drawings and includes, but is not limited to, the following principal features.
1. Providing 10' high and 6' high black vinyl coated chain-link fencing around existing basketball court;
 2. Providing 4' high black vinyl coated chain-link fencing along south property line;
 3. Providing two (2) new basketball backboards, hoops, posts and concrete foundation;
 4. Repairing 150 linear feet of cracks on existing basketball court;
 5. Resurfacing existing basketball court (90' by 60');
 6. Marking and painting game lines for one basketball court (80' by 50')

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

7. Loam and seed disturbed areas and all materials, equipment, services and construction inherent to the Work.

1.05 OWNER-FURNISHED AND INSTALLED EQUIPMENT

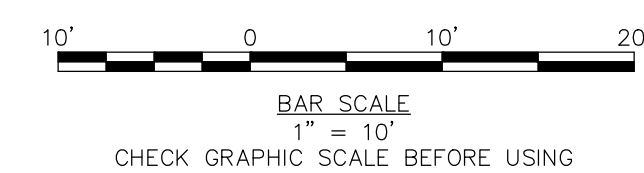
- A. The following equipment has been or will be purchased and installed by the Owner:

1. Picnic Tables
2. Fitness Equipment
3. Signage

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



EXISTING CONDITIONS & DEMOLITION PLAN

TOWN OF OLD ORCHARD BEACH
ATLANTIC COURTS PARK RESTORATION

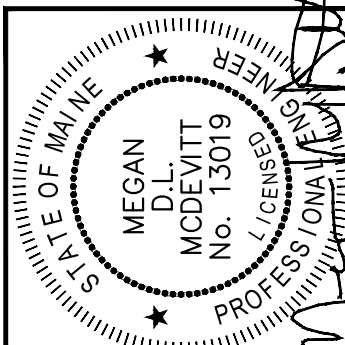
JOB NO.: 233371
DATE: SEPTEMBER 2020
SCALE: 1"=10'
SHEET: 1 OF 4

C-01

REV	DESCRIPTION	DATE

DESIGNED BY: MGLM
DRAWN BY: BOB

CHECKED BY: MGLM
SITE PLANING

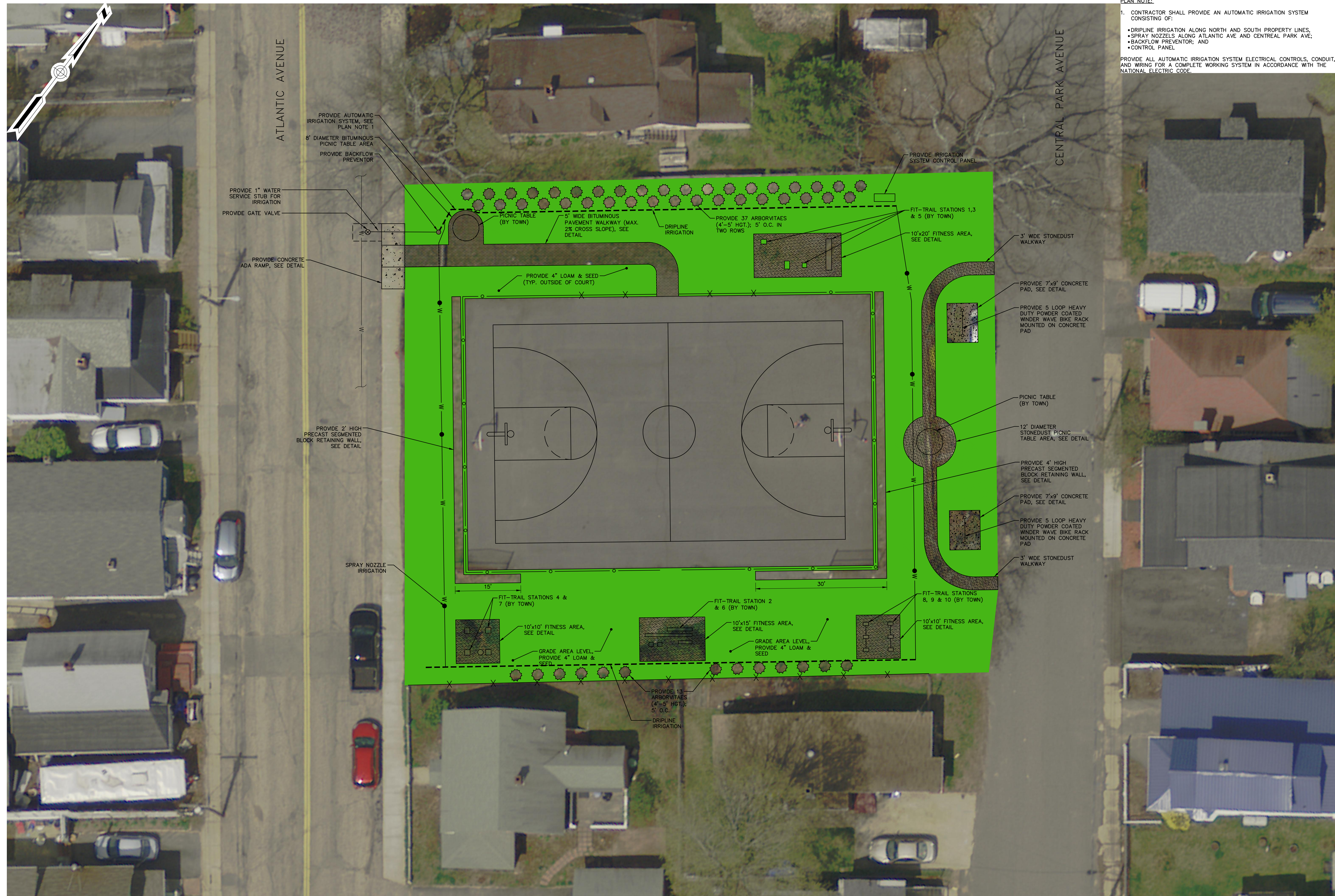


41 Hutchins Drive
Portland, Maine 04102
800.426.4262 | www.woodandcurran.com

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COMMITMENT & INTEGRITY DRIVE RESULTS

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PLAN NOTE:

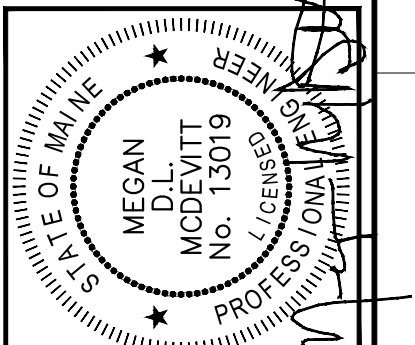
- CONTRACTOR SHALL PROVIDE AN AUTOMATIC IRRIGATION SYSTEM CONSISTING OF:
 - DRIPLINE IRRIGATION ALONG NORTH AND SOUTH PROPERTY LINES,
 - SPRAY NOZZELS ALONG ATLANTIC AVE AND CENTRAL PARK AVE,
 - BACKFLOW PREVENTOR; AND
 - CONTROL PANEL

PROVIDE ALL AUTOMATIC IRRIGATION SYSTEM ELECTRICAL CONTROLS, CONDUIT, AND WIRING FOR A COMPLETE WORKING SYSTEM IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE.

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Portland, Maine 04102
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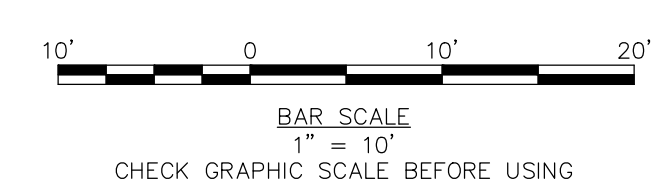
REV	DESCRIPTION	DATE

DESIGNED BY: MGLM
DRAWN BY: BOB

CHECKED BY: MGLM
SITE PLANING

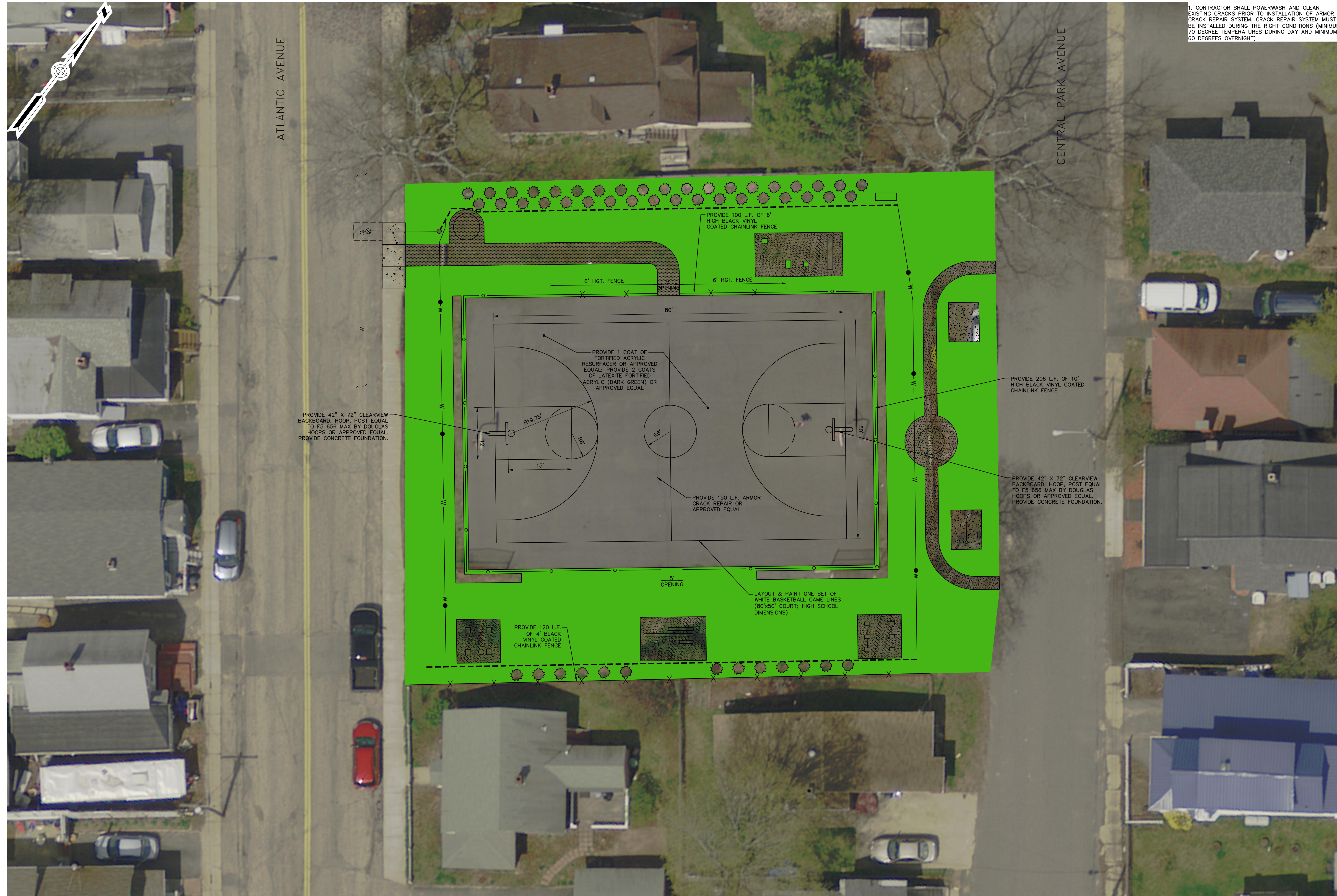
PROPOSED SITE IMPROVEMENTS

TOWN OF OLD ORCHARD BEACH
ATLANTIC COURTS PARK RESTORATION

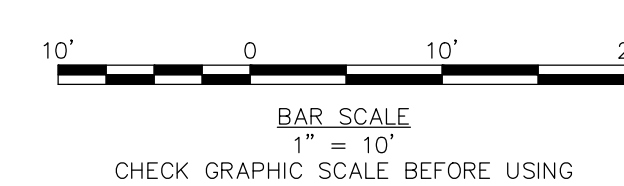


JOB NO.: 233371
DATE: SEPTEMBER 2020
SCALE: 1"=10'
SHEET: 2 OF 4
C-02

C:\Users\bmcedewitt\AppData\Local\Temp\AspPublish_3596\Site Plan.dwg, Sep. 16, 2020, 7:50am, BMCEDEWITT



PLAN NOTE:
 1. CONTRACTOR SHALL POWERWASH AND CLEAN EXISTING CRACKS PRIOR TO INSTALLATION OF ARMOR CRACK REPAIR SYSTEM. CRACK REPAIR SYSTEM MUST BE INSTALLED DURING THE RIGHT CONDITIONS (MINIMUM 70 DEGREE TEMPERATURES DURING DAY AND MINIMUM 60 DEGREES OVERNIGHT)

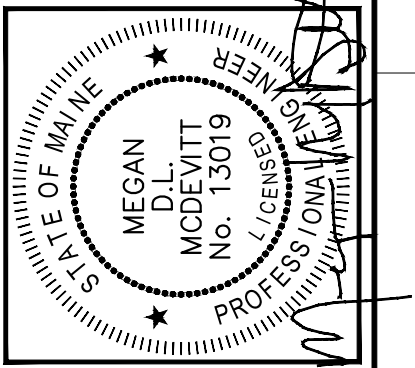


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REV	DESCRIPTION	DATE

DESIGNED BY: MCLM
 DRAWN BY: BOB
 CHECKED BY: MCLM
 SITE PLANING

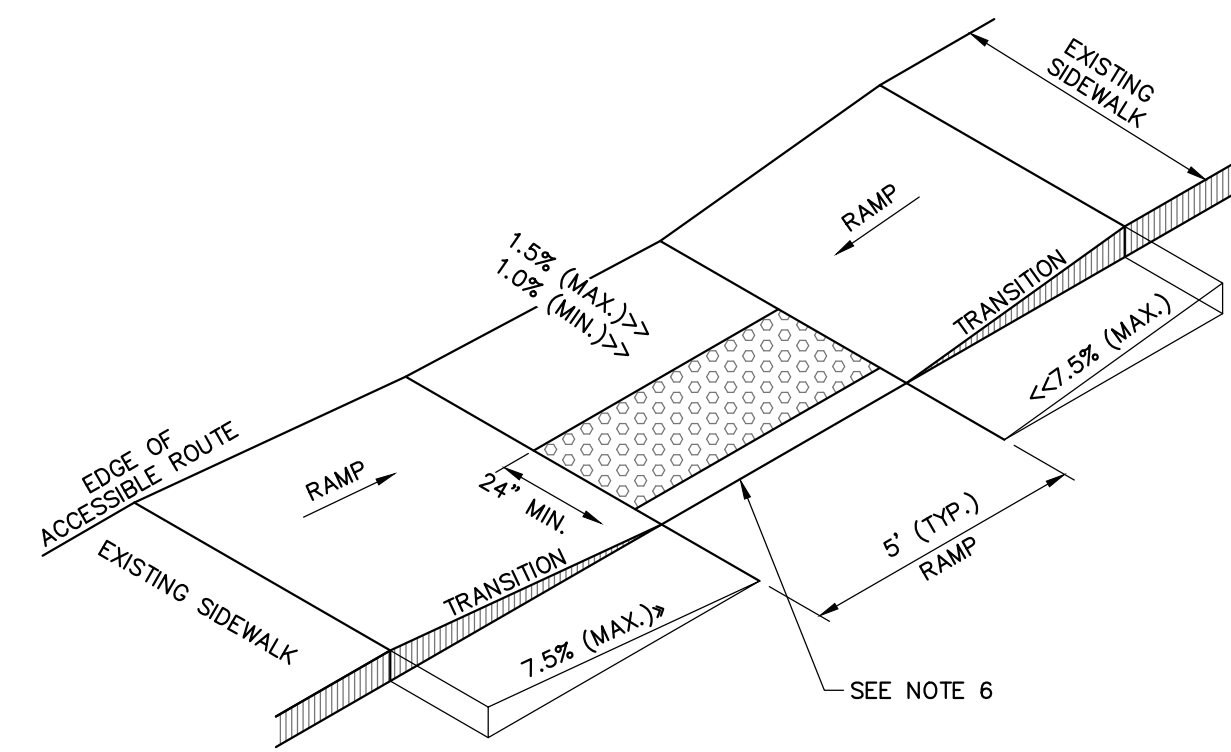
PROPOSED BASKETBALL COURT IMPROVEMENTS

TOWN OF OLD ORCHARD BEACH
 ATLANTIC COURTS PARK
 RESTORATION

JOB NO.: 233371
 DATE: SEPTEMBER 2020
 SCALE: 1"=10'
 SHEET: 3 OF 4

C-03

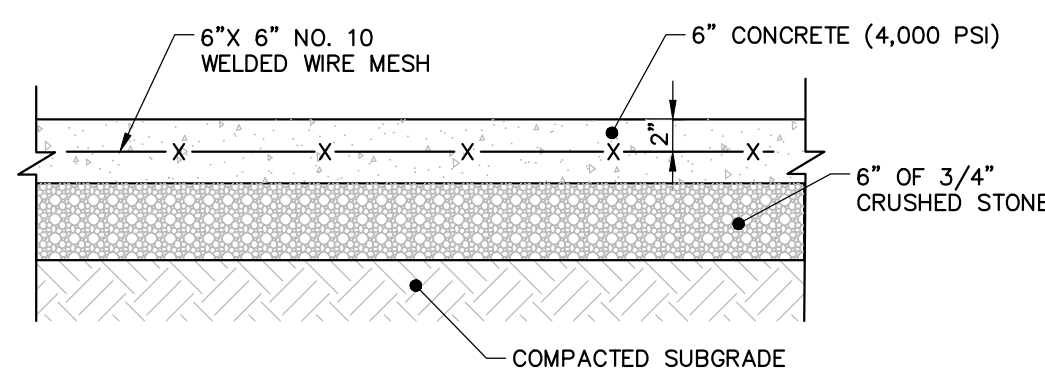
C:\Users\bmcedewitt\AppData\Local\Temp\AspPublish_3596\Site Plan.dwg, Sep. 16, 2020, 7:50am, BMCEDEWITT



ACCESSIBLE CURB RAMP
NOT TO SCALE

NOTES:

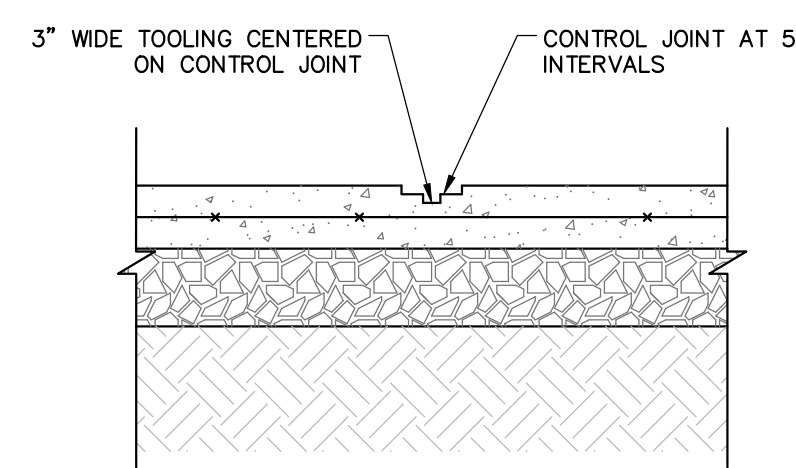
1. THE MAXIMUM ALLOWABLE SIDEWALK AND CURB RAMP CROSS SLOPES SHALL BE 1.5% (1% MIN.)
2. THE MAXIMUM ALLOWABLE SLOPE OF ACCESSIBLE ROUTE EXCLUDING CURB RAMPS SHALL BE 5%.
3. THE MAXIMUM ALLOWABLE SLOPE OF ACCESSIBLE ROUTE CURB RAMPS SHALL BE 7.5%.
4. A MINIMUM OF 3 FEET CLEAR SHALL BE MAINTAINED AT ANY PERMANENT OBSTACLE IN ACCESSIBLE ROUTE (I.E. HYDRANTS, UTILITY POLES, TREE WELLS, SIGNS, ETC.)
5. BASE OF RAMP SHALL BE GRADED TO PREVENT PONDING.
6. ADJACENT SURFACES AT TRANSITIONS SHALL BE FLUSH WITH CURB RAMPS.
7. SEE TYPICAL SIDEWALK SECTION FOR RAMP CONSTRUCTION.



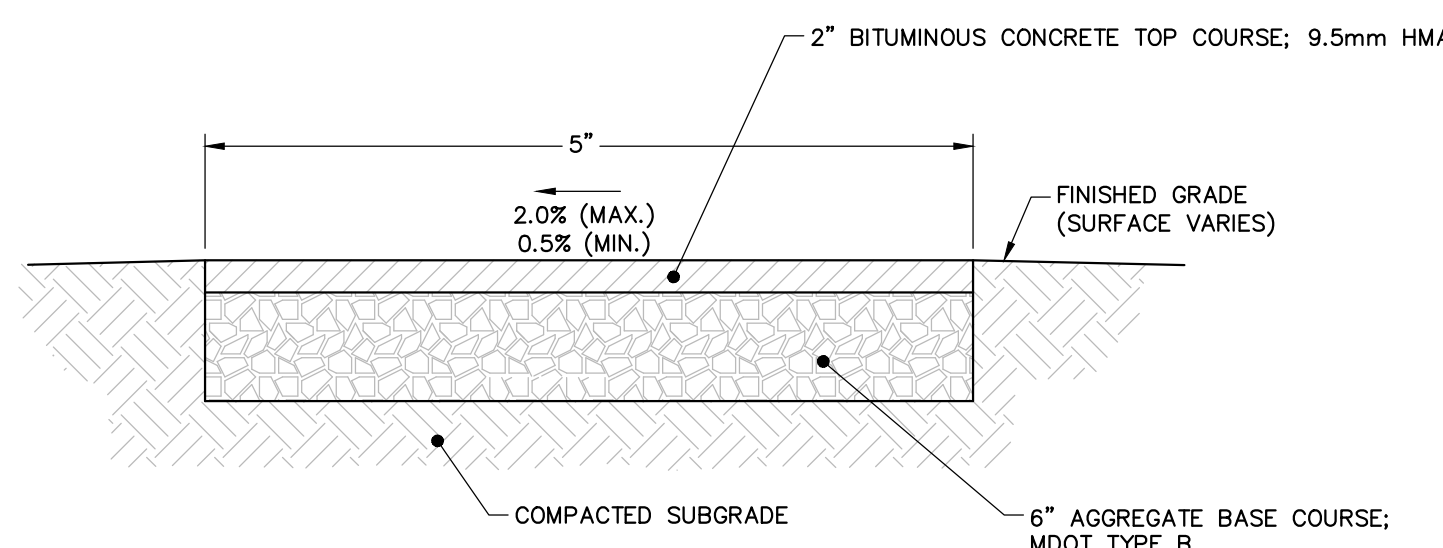
NOTES:

1. PROVIDE 1/2-INCH PREMOLDED BITUMINOUS EXPANSION JOINTS BETWEEN NEW AND EXISTING CONCRETE SIDEWALK.
2. PROVIDE CONTROL JOINTS AT 5-FOOT INTERVALS AND AT CHANGES IN SLOPE.
3. PROVIDE LIGHT BROOM FINISH WITH 3-INCH EDGE.

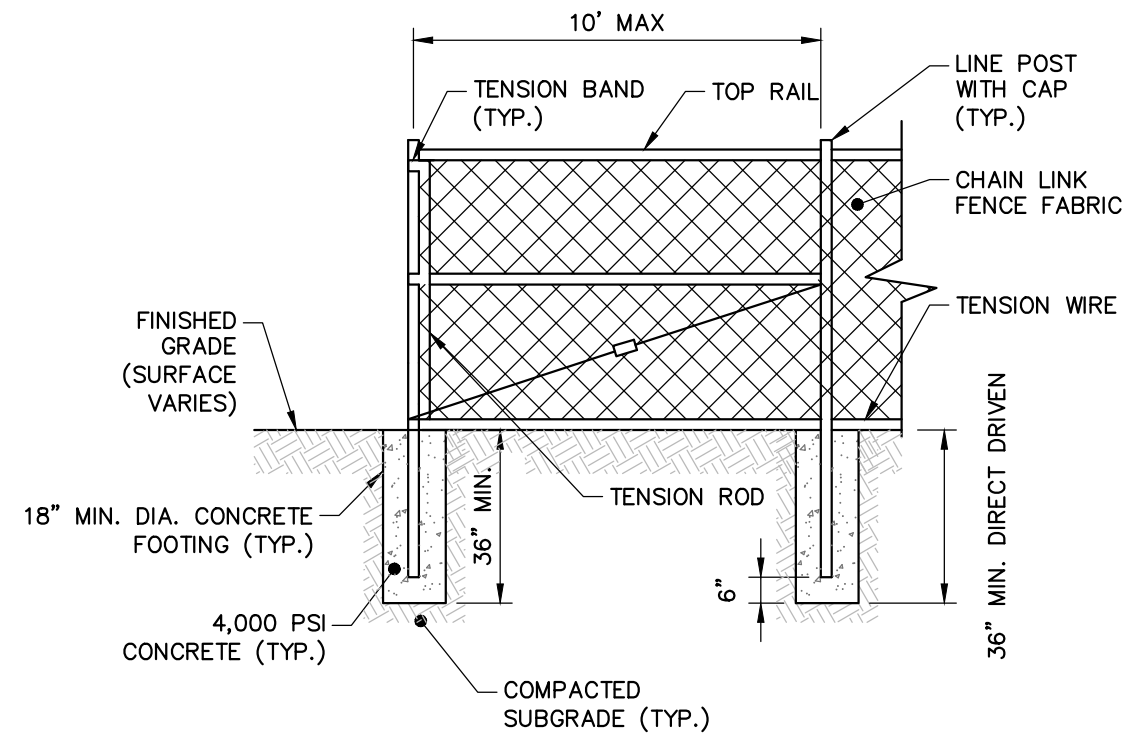
CAST-IN-PLACE CONCRETE SIDEWALK
NOT TO SCALE



SIDEWALK CONTROL JOINT
NOT TO SCALE



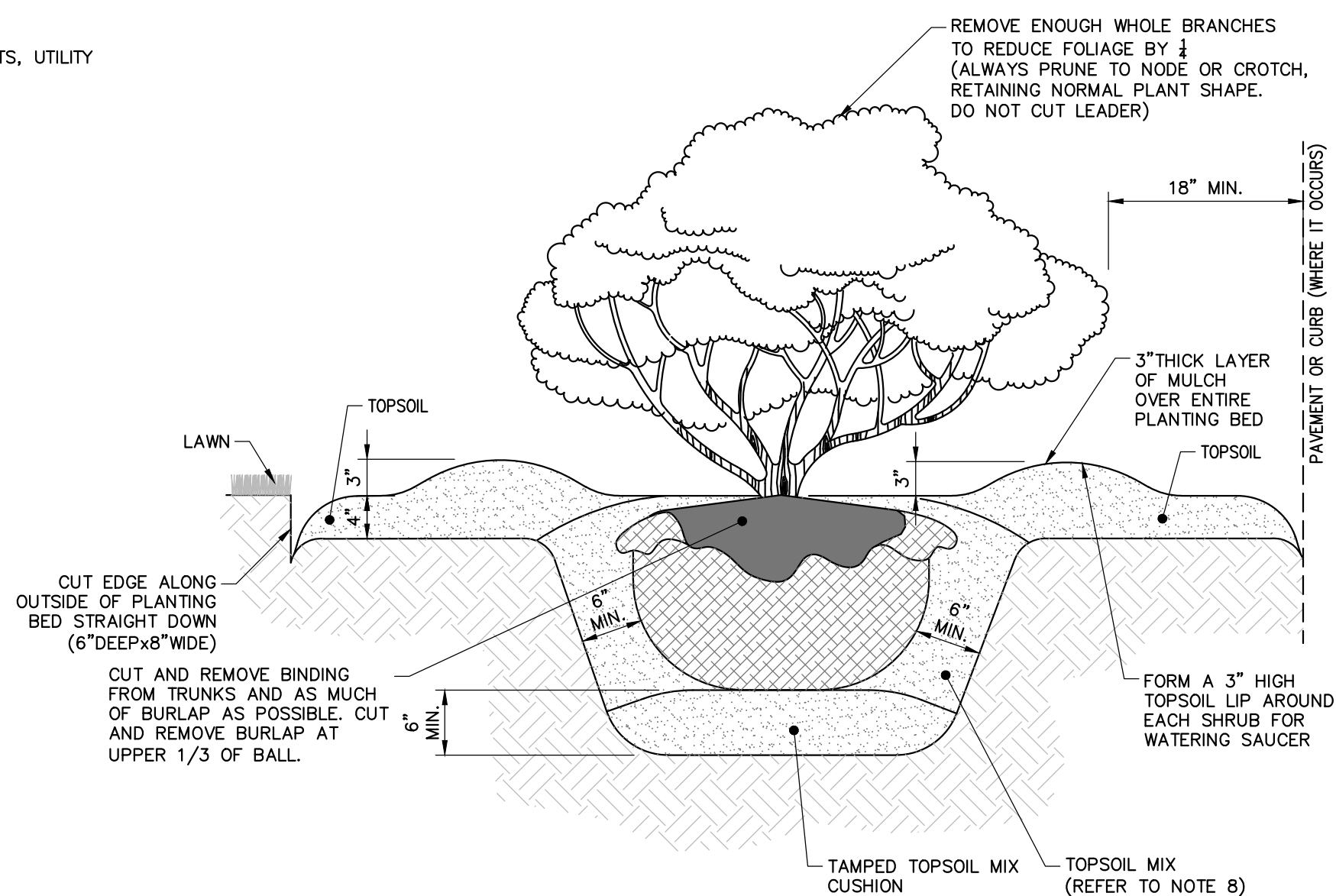
BITUMINOUS CONCRETE SIDEWALK
NOT TO SCALE



NOTES:

1. ALL FENCING AND HARDWARE TO BE LIST MATERIAL.
2. INSTALL ALL FENCING AND HARDWARE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

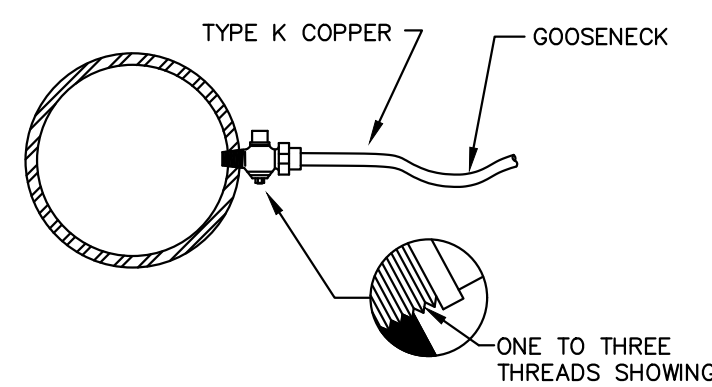
CHAIN LINK FENCE AND GATE
NOT TO SCALE



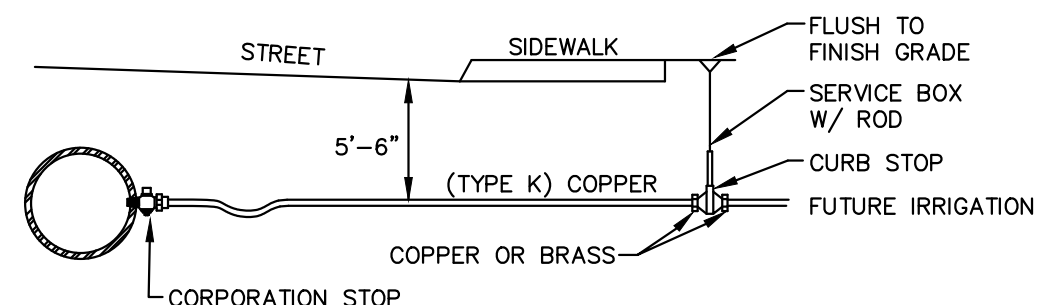
NOTES:

1. ALL PLANTING BEDS SHALL BE FREE OF WEEDS AND GRASS PRIOR TO INSTALLATION OF PLANT TO SCALE.
2. PLANT TO SCALE IN CONTAINERS MUST HAVE THE FIBROUS ROOTS PULLED APART.
3. AFTER THE SHRUB HAS BEEN PLACED IN THE HOLE, THE TOPSOIL MIX SHALL BE PLACED AROUND THE PLANT 1/3 OF THE WAY UP. A SLOW RELEASE FERTILIZER SHALL THEN BE ADDED TO THE SOIL AROUND THE SHRUB, AND THEN FILL THE REMAINDER OF THE HOLE WITH TOPSOIL MIX. THE TOPSOIL MIX SHALL THEN BE GENTLY COMPACTED.
4. TOPSOIL SHALL CONSIST OF NATURAL LOAM TOPSOIL, FREE FROM SUBSOIL. TOPSOIL SHALL BE OF UNIFORM QUALITY, FREE FROM HARD CLODS, STIFF CLAY, HARD PAN, SODS, STONES OVER 1 1/2" DIAMETER AND NOXIOUS WEEDS.
5. PLANT MATERIAL SHALL BEAR SAME RELATION TO FINISHED GRADE AS IT BORE TO PREVIOUS EXISTING GRADE.
6. TOPSOIL MIX SHALL CONSIST OF: 1 PART SCREENED PREMIUM TOPSOIL : 1 PART EXISTING SOIL : 1 PART ORGANIC COMPOST

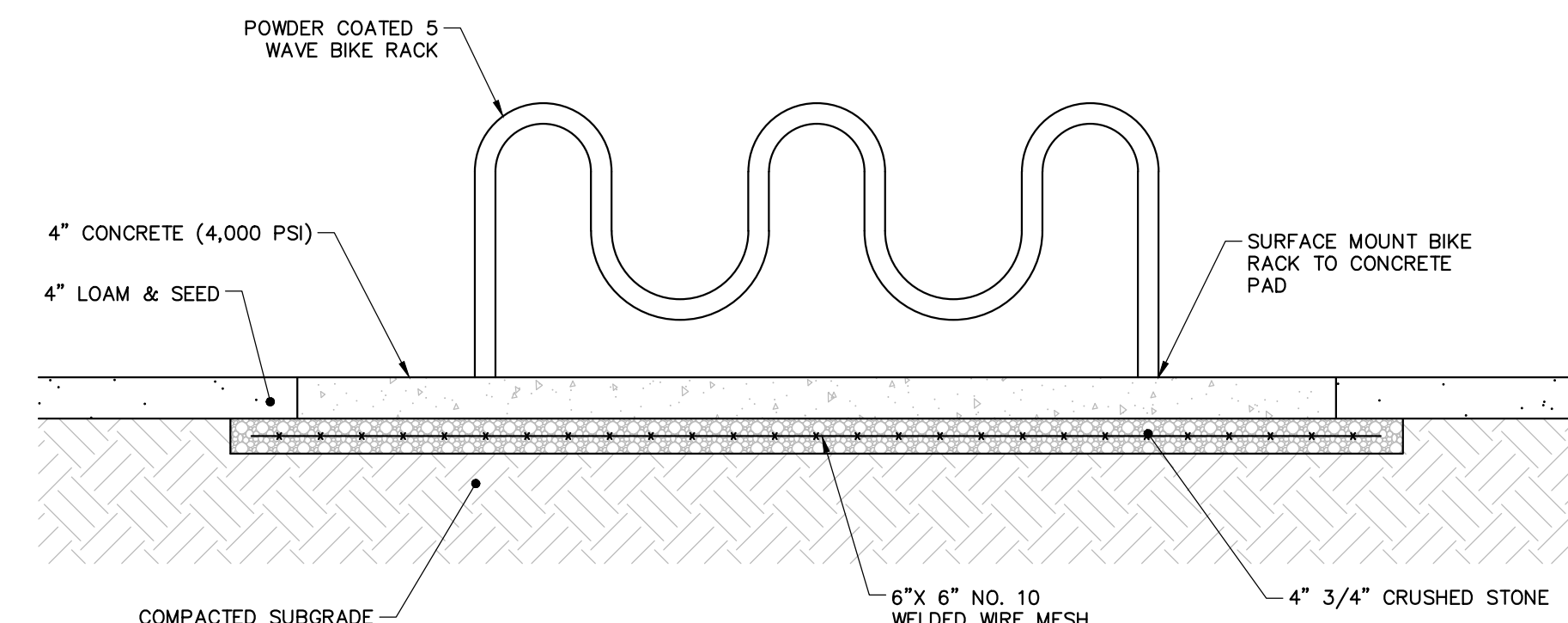
SHRUB PLANTING
NOT TO SCALE



SERVICE TAP
(1" C.C. THREAD)



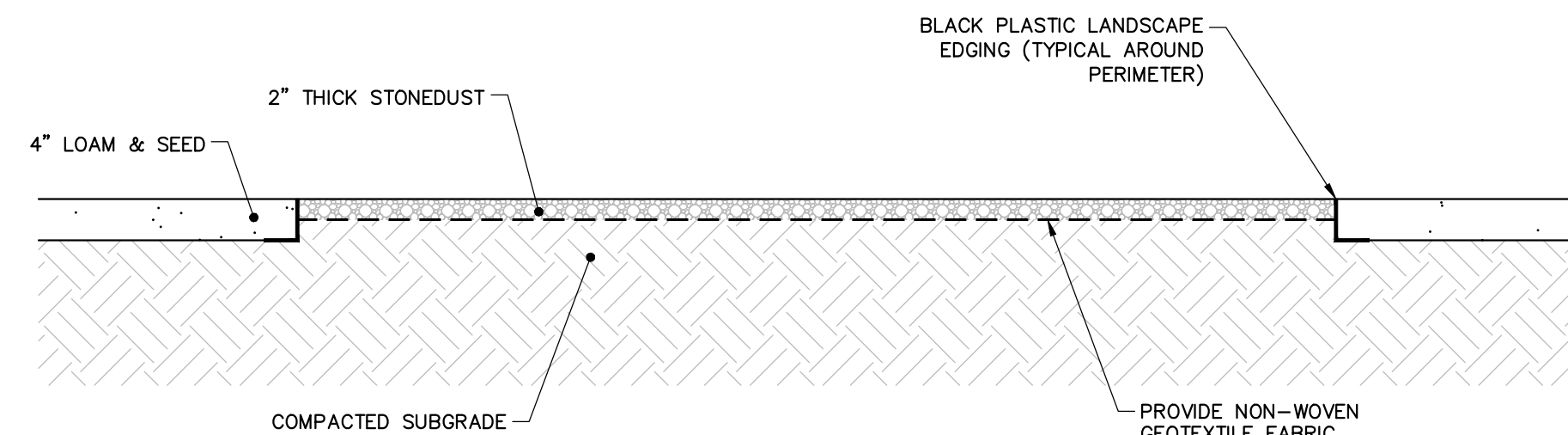
TYPICAL SERVICE CONNECTION
NOT TO SCALE



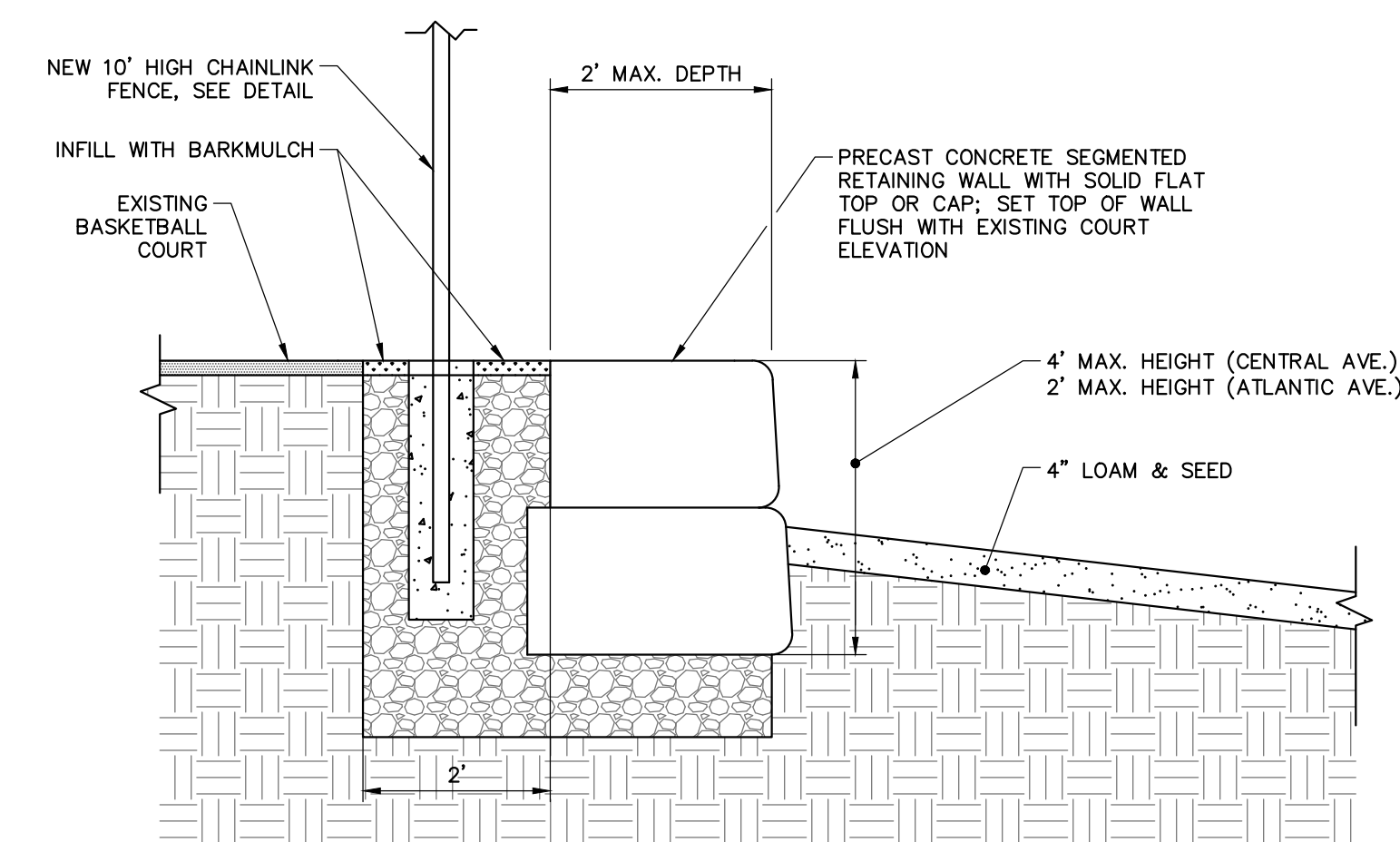
NOTES:

1. PROVIDE CONTROL JOINTS AT 5-FOOT INTERVALS AND AT CHANGES IN SLOPE.
2. PROVIDE LIGHT BROOM FINISH WITH 3-INCH EDGE.

BIKE RACK CONCRETE PAD
NOT TO SCALE

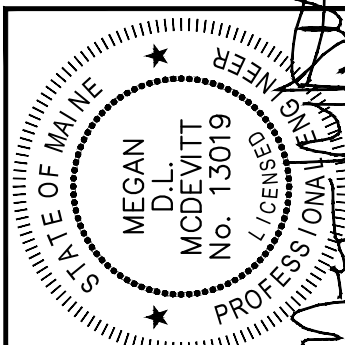


PICNIC TABLE & FITNESS AREA SURFACE
NOT TO SCALE



SEGMENTED RETAINING WALL
NOT TO SCALE

41 Hutchins Drive
Portland, Maine 04102
800.426.4262 | www.woodardcurran.com
WOODARD & CURRAN
COMMITMENT & INTEGRITY DRIVE RESULTS



REV	DESCRIPTION	DATE

DESIGNED BY: MDM
DRAWN BY: BCX
CHECKED BY: MDM
SITE PLANING

DETAILS

TOWN OF OLD ORCHARD BEACH
ATLANTIC COURTS PARK RESTORATION

JOB NO.: 233371
DATE: SEPTEMBER 2020
SCALE: AS NOTED
SHEET: 4 OF 4

C-04

C:\Users\bmcedevitt\AppData\Local\Temp\AspPublish_3596\Site Plan.dwg, Sep. 16, 2020, 7:50am, BMCEDEVITT

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

BID SUBMISSION FORM FOR BID PACKAGE #1 PARK IMPROVEMENT

The undersigned proposes to provide the work described under Section 1.03 Description of the Park Improvement Work for the Town of Old Orchard Beach.

Project Total Cost \$ _____

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

BID SUBMISSION FORM FOR BID PACKAGE #2

COURT IMPROVEMENT

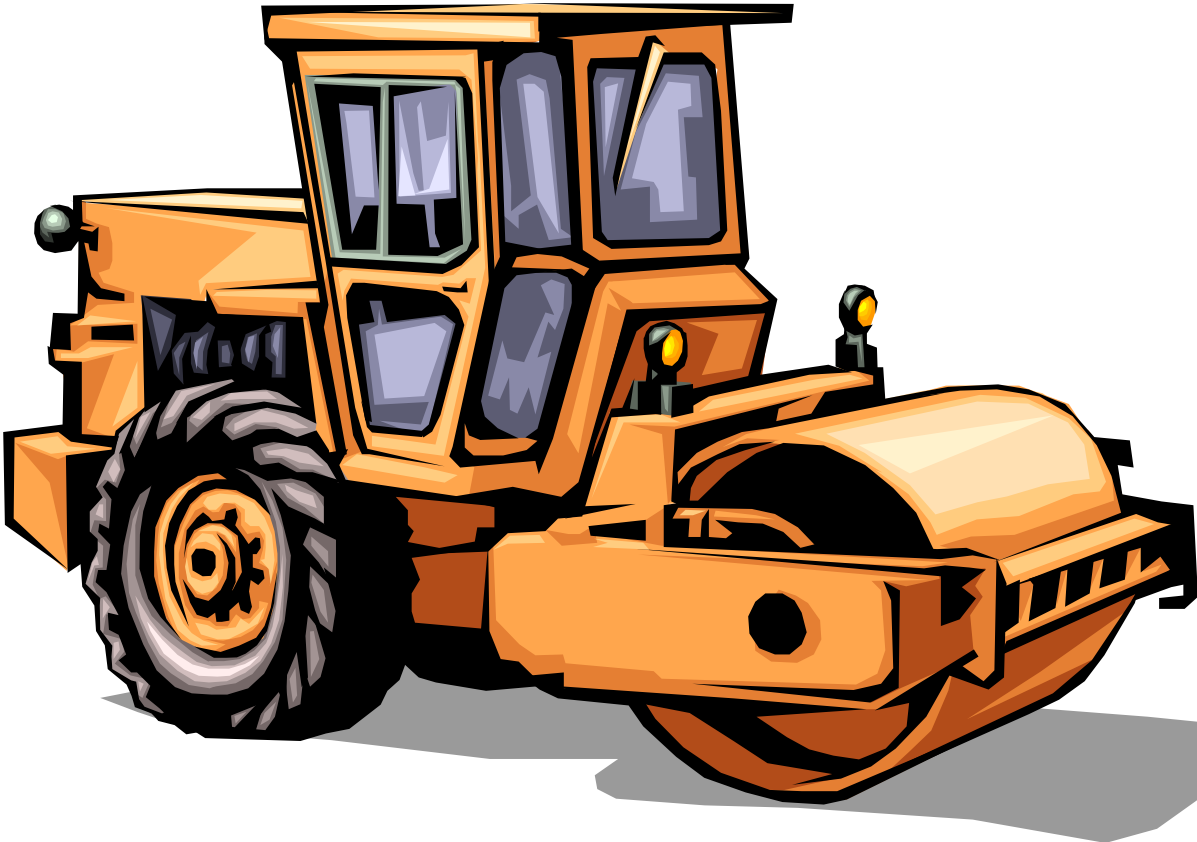
The undersigned proposes to provide the work described under Section 1.04 Description of the Park Improvement Work for the Town of Old Orchard Beach.

Project Total Cost \$ _____



Exhibit A

**STATE OF MAINE CDBG PROGRAM
FEDERAL CONSTRUCTION CONTRACT PROVISIONS
FOR CONTRACTS \$10,001 to \$100,000**



"BUILDING MAINE COMMUNITIES"

**Department of Economic & Community Development
Office of Community Development
111 Sewall Street
59 State House Station
Augusta, Maine 04333-0059
(207) 624-9800 (Voice)
Hearing Impaired 1-800-437-1220**



DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**INFORMATION FOR BIDDERS
PLEASE READ CAREFULLY!**



**FOR YOUR BID TO BE CONSIDERED RESPONSIVE
YOU MUST COMPLETE THE FOLLOWING CERTIFICATIONS:**

For Contracts Between \$10,000 and \$100,000

1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES
2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

For Contracts Exceeding \$100,000

1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES
2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
3. SECTION 3 AFFIRMATIVE ACTION PLAN

Additional certifications by subcontractors prior to the start of work date

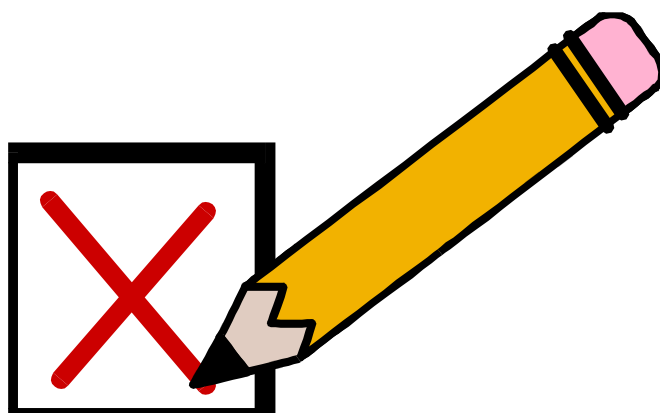
1. For all subcontracts exceeding \$10,000; Certification of Subcontractor Regarding Segregated Facilities and Certification of Subcontractor Regarding Equal Employment Opportunity
2. For all subcontracts exceeding \$100,000; Section 3 Affirmative Action Plan.

Submission of Section 3 Utilization Report for Contracts Exceeding \$100,000

Prime Contractors must submit a Section 3 Utilization Report to the CDBG grantee or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and all Subcontractors according to the terms of the Section 3 Affirmative Action Plan.

CERTIFICATIONS FOR PRIME BIDDER

Must be Submitted with Bid





**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Prime Contracts Exceeding \$10,000)**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and address of bidder

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF CONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Prime Contracts Exceeding \$10,000)**

Name of Prime Contractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

- (a) **No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.**

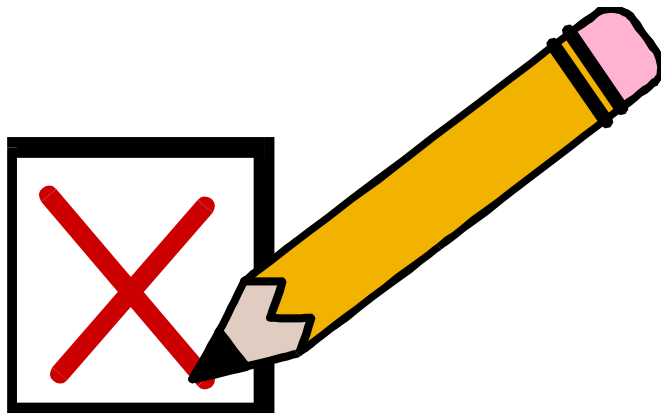
Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date

CERTIFICATIONS FOR SUBCONTRACTORS

**Must be submitted by Prime Contractor
For each applicable Subcontractor prior to start of work**





DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Subcontracts Exceeding \$10,000)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY SUBCONTRACTOR

Name and address of subcontractor

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



OCD/EEO/Sub/2000

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF SUBCONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Subcontracts exceeding \$10,000)**

Name of Subcontractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

- (a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date

FEDERAL REQUIREMENTS

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.

2. REHABILITATION ACT OF 1973

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. SECTION 202 OF EXECUTIVE ORDER 11246

A. Activities and contracts not subject to Section 202

(Applicable to Federally assisted construction contracts and related subcontracts of \$10,000 and under.)

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Activities and contracts subject to Section 202

Applicable to Federally assisted construction contracts and related subcontracts exceeding \$10,000.

During the performance of this contract, the contractor agrees as follows:

1. (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September

24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall

post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the

administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract. Or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part IL Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply within these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390) ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.

Prior to the award of any construction contract or subcontract exceeding \$10,000, the Contractor shall submit signed Certification of Non-segregated Facilities Forms for him/herself and all subcontractors.

5. THE AGE DISCRIMINATION ACT OF 1975

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

7. LABOR STANDARDS

- A. Davis-Bacon Act as amended (40 U.S.C 276a - 276a-5.) All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
- B. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.
- C. Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions.

8. TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT

LEAD-BASED PAINT HAZARDS -The use of lead-based paint, that is any paint containing more than 1%- lead by weight, is strictly prohibited from use on any interior surface or exterior surface in any building being rehabilitated with funding from the Community Development program. Additionally, any evidence of a health hazard which is defined as cracking, scaling, peeling and loose lead-based paint must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.

9. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

(P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

10. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (P.I. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.

The chief executive officer of the Grantee consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CTR 58, which further the purposes of NEPA in the areas of historic preservation, noise control floodplains,

coastal zones and wetlands, air quality, water quality, wildlife, endangered species, solid waste disposal, and environmental effects abroad.

The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

11. THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L 93-234), AS AMENDED.

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

12. ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

13. THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c) (1) of the **Clean Air Act** or section 309(c) of the **Federal Water Pollution Control Act**.

14. MINORITY BUSINESS ENTERPRISES

Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.

15. CDBG CERTIFICATION

Grantee shall provide any certification required under Sections 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, and shall comply with the terms of such certifications.

16. SECTION 319 OF PUBLIC LAW 101-121

The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.

SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safely Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

Federal Labor Standards Provisions
U.S. Department of Housing and Urban Development

Applicability

The Project or Program to which the Construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than

weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or work actually performed, without regard to skill, excepts as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFT part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or

will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withhold

from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much that the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction

or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the

contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget

under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a property executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph AA.3. (ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title

31 of the United States Code.

(iii) The contractor of subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an

apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In

the even the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a

training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirement of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5

7. Contracts termination; debarment. A breach of the contract clauses in 29

CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor as provided in 29 CFR 5.12

8. Compliance with Davis-Bacon and Related Act Requirements. All ruling and interpretations of the Davis-Bacon and Related Act contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering in to this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty to making false statements is prescribed in the U.S.

Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utter or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and

liquidates damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



Office of Community Development
59 Statehouse Station
Augusta, Maine 04333

POLICY STATEMENT #4

Subject: ***Bonding and Insurance Requirements for CDBG Funded Contracts***

Revised: **04/12**

The following outlines the minimum requirements to be followed when purchasing supplies, equipment, construction, and/or professional services paid in whole or in part with Community Development Block Grant (CDBG) funds.

You may use your municipality’s procurement procedures provided that the State of Maine and/or the Department of Housing and Urban Development have made a written determination that the governments’ interest is adequately protected, or you may adopt the requirements described below. If appropriate, you may supplement your procedures to improve existing systems. To ensure fair procurement practices, a written policy identifying the procedures must be available for review by all potential bidders and the OCD.

PERSONAL BONDING

Community officials who are authorized to process CDBG funds, including signing checks, **must be bonded.**

BID BOND

For contracts which exceed \$100,000, including the practice of “block bidding” housing rehabilitation projects, a bid guarantee from each bidder equivalent to five percent of the bid price is required. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.

CONTRACT BOND

For contracts which exceed \$100,000, including the practice of “block bidding” housing rehabilitation projects, there must be prior to signing of the contract, a **performance bond** on the part of the contractor for 100 percent of the contract price. The “performance bond” is executed in connection with the contract to secure fulfillment of all of the contractor’s obligations under the contract. There must also be, prior to signing of the contract, a **payment bond** on the part of the contractor for 100 percent of the contract price. The “payment bond” is executed in connection with the contract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

INSURANCE

Communities undertaking construction projects with CDBG funds, including housing rehabilitation activities, must ensure that construction contractors purchase and maintain insurance until final acceptance of their work. The community must have evidence of this insurance at the time of executing any contract/agreement with the contractor or assisting in the execution of any contract/agreement between a contractor and homeowner. The insurance policy must have the following attributes:

- * It must protect the contractor, the community and the owner from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under the contract, whether such operation is by the contractor or any employee, **The amount of the insurance must be at least:**

Construction contracts other than housing rehabilitation:

- \$1,000,000 for any one person and for each accident in cases of liability for bodily injury and/or accidental death; and
- \$1,000,000 for any and all accidents in cases of liability for property damage.

Housing rehabilitation contracts:

- \$100,000 for bodily injury to anyone, and not less than \$300,000 for each occurrence
- \$50,000 per occurrence and \$100,000 aggregate for property damage
- \$100,000 for any one person and \$300,000 per occurrence for vehicular liability

The contractor must also maintain the following types of insurance:

- * Full worker compensation insurance coverage for all persons employed by the contractor to perform work on the project. The insurance must be in compliance with State of Maine requirements.
- * Bodily injury and contractor's protective property damage (broad form), each including coverage for blasting explosion, and injury to, or destruction of wires, pipes, conduits and similar property, appurtenant apparatus, whether public or private and collapse of, or structural injury to, any building or structure, except those on which work under the contract is performed.
- * Bodily injury and property damage insurance covering the operation of all motor vehicles and equipment being operated in connection with project work, whether or not owned by the contractor.
- * Contractual liability insurance as described earlier.
- * Owner's protective liability insurance issued to the owner at the expense of the contractor.
- * Fire insurance included with all property damage insurance in an amount equal to the total bid price of all structures subject to fire damage.
- * Builders' "All Risk" insurance equal to or greater than the total amount.

All policies must designate the loss payee as the community and require that the community be notified in the event of any changes to the insurance policies. Contractors shall indemnify and hold harmless the U.S. Government, the State of Maine, the Owner and the grantee from liability for any injury or damage to persons or property resulting from the prosecution of work under a construction contract.

Please remember that if a bid goes out for eight (8) or more rehab or sewer hookup projects at one time, and one contractor is awarded 8 or more of these projects, Federal Labor Standards will apply. This will be true even if contracts are technically between the homeowner and contractor.

"General Decision Number: ME20200049 01/03/2020

Superseded General Decision Number: ME20190049

State: Maine

Construction Type: Highway

County: York County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

SUME2014-044 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.66	3.46
CEMENT MASON/CONCRETE FINISHER...	\$ 19.83	1.16
ELECTRICIAN.....	\$ 25.21	5.63
HIGHWAY/PARKING LOT STRIPING: Laborer.....	\$ 16.27	2.19
INSTALLER - GUARDRAIL.....	\$ 19.98	2.55
IRONWORKER, REINFORCING.....	\$ 21.85	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.78	4.40

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 17.53	2.13
LABORER: Common or General.....	\$ 15.11	2.46
LABORER: Epoxy Injector (Concrete).....	\$ 13.43	1.15
LABORER: Wheelman.....	\$ 20.97	5.13
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.58	3.81
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 23.66	0.97
OPERATOR: Broom/Sweeper.....	\$ 19.49	0.00
OPERATOR: Bulldozer.....	\$ 21.71	5.67
OPERATOR: Grader/Blade.....	\$ 27.40	8.13
OPERATOR: Loader.....	\$ 18.91	3.27
OPERATOR: Mechanic.....	\$ 24.71	7.83
OPERATOR: Milling Machine.....	\$ 27.44	6.37
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.17	4.83
OPERATOR: Roller (Earth).....	\$ 16.52	1.66
OPERATOR: Roller Asphalt.....	\$ 19.64	6.09
TRAFFIC CONTROL: Flagger.....	\$ 10.33	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 17.84	5.91
TRUCK DRIVER: Dump Truck.....	\$ 19.99	4.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

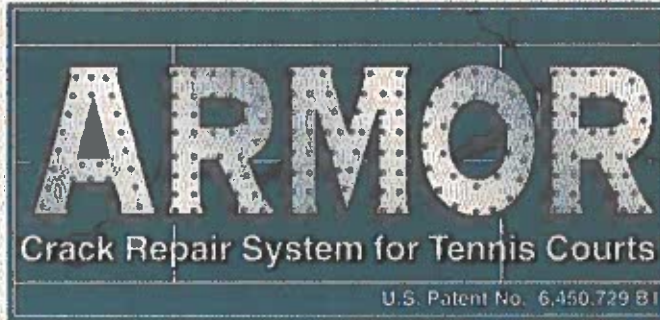
END OF GENERAL DECISION

..

© 1996 BOSTON 2743

Certificate of Achievement

By successfully completing our
On-Site Training Program
for the



Beaverbrook Tennis, LLC

has earned the distinction of
Certified Installer

Dan Clapp, President
A.S.T., LLC

July 25, 2012

date

The contractor above now has the necessary information to properly recommend and install our product. A.S.T., LLC does not have control of the installer, the application methods, the weather, the job-site conditions, or the quality of workmanship. Thus, A.S.T., LLC cannot warranty the completed installation. All warranties are written and honored by the contractor. Before using, the contractor and his customer shall determine the suitability of this product and they shall assume all risk in connection therewith.

P.O. Box 182 • Fair Haven, NJ 07704 USA
(732) 751-1212 • 877-99-ARMOR • Fax: (732) 751-0383



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Armor® Crack Repair System Product Specifications

DESCRIPTION:

The **ARMOR® Crack Repair System** utilizes a specially knitted fabric that expands as the crack widens. Fabrics that do not expand (such as fiberglass) simply tear or delaminate as the crack widens during the cold winter months. Our fabric, however, stretches similar to t-shirt material. The secret to making our fabric work best is how it is purposely NOT bonded to the court in the vicinity of the crack (sometimes called a "slipsheet"). This allows more movement of the crack without the fabric tearing or delaminating from the surface. Thus, the reason why the **ARMOR® Crack Repair System** works so well is that it effectively spreads the stress of the crack over a six-inch wide area of expandable fabric.

Although the **ARMOR® Crack Repair System** will not prevent cracks from developing elsewhere on the court, or prevent cracks from growing in length out beyond the repair, it has successfully kept repaired structural cracks from reappearing on the surface of tennis courts for as long as 15 years. There are some limitations and not all cracks are repairable with our product, so talk to your contractor about your specific court.

OTHER CRACK REPAIR SYSTEMS:

All crack repair "systems" are not the same. **ARMOR®**, the original fabric crack repair system, is the benchmark to which all other systems compare. Saying their crack repair system is "just as good as **ARMOR®**" doesn't mean it's true. Of the three most popular crack repair "systems", the **ARMOR® Crack Repair System** is the only one that utilizes the proven "slipsheet" technology described above. The completed **ARMOR®** repair is the widest of all repairs at thirty-six inches. Narrow repairs tend to delaminate. And, most importantly, **ARMOR®** employs two layers of expandable fabric over the crack, whereas the other systems use only one layer. Other systems are promoted as being "faster to install", since one layer is faster to install than two. But, two layers are proven to last twice as long.

SURFACE PREPARATION:

The existing surface must be clean and contaminate free. The repair will not stick to dirt, mildew, pollen, dust, leaves, or loose paint. Scraping the surface of the court and blowing off all the debris is usually adequate; however, pressure washing the court surface is sometimes necessary. In those cases, the cracks should be filled first to prevent water from going into the cracks during pressure washing.

Remove all previous crack repair materials that are loose or not bonded well to the court, including any rubberized crack filling material. If you can peel up the old repairs or the existing surface coatings, then they must be removed in order to provide a sound base for the **ARMOR® Crack Repair System** to adhere. **This repair will only be as strong as the surface to which it is bonded.**

INSTALLATION:

Installation of **ARMOR®** does not leave margin for error; therefore, it is not a do-it-yourself product. **ARMOR®** is sold to and installed by tennis court contractors who have the tools and experience necessary to understand the application. It is absolutely imperative that **ARMOR®** is installed according to our explicit DVD video instructions. Any deviation during installation may cause this system to fail.

LIMITATIONS:

- Do not install when the temperature is below 70° F or when the temperature goes below 60° F overnight.
- Do not install on overcast days (direct sunlight, not high temperatures, dries the repair best).
- Do not install after it has rained. Give the cracks time to dry out.
- Do not install when rain is predicted or likely.
- Do not install on dirty, damp, or cold surfaces.
- Do not install on cracks that emit moisture.
- Do not install using "Black" Acrylic Resurfacer. It is imperative that Netural A/R be used.
- Do not install with in-line skating materials as they are too brittle to expand.
- Do not install using Asphalt Emulsion or over old or peeling Asphalt Emulsion.
- Do not use a rubber squeegee or broom to apply the glue and fabric.

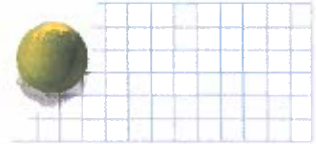
WARRANTY:

The methods and techniques represented in the **ARMOR® Crack Repair System** literature have been used successfully to achieve the results described based on our many years of experience. The decision to use any of these methods or techniques, or to use this product, is solely the choice of the user. The **ARMOR® Crack Repair System** warrants our products to be of merchantable quality. There are no other warranties either expressed or implied or which extend beyond the description of the face hereof. We do not have control of the installer, the application process, the ingredients used, or the weather in which it was installed. In other words, we can not be responsible for job conditions nor quality of workmanship and, therefore, we can not warranty the completed **ARMOR® Crack Repair System**. This product is not designed to repair all types of cracks. Before using, the user shall determine the suitability of this product for the intended use and the user assumes all risk in connection therewith. This warranty gives you specific legal rights which may vary from state to state.



ArmorCrackRepair.com • 877-99-ARMOR • 877-992-7667

17 North Main Street, Farmingdale, NJ 07727 © 2020 A.S.T.,LLC



Acrylic Color System Product Specification

Acrylic Color System
3200-1

Dalton Enterprises, Inc.
January 2016

LATEX-ITE® Recreational Coatings

Description and Usage

Latex-ite® Acrylic Color is a fortified, non-fading, weather-proof, 100% acrylic coating for use on plant mix asphalt, emulsified asphalt and suitable concrete surfaces. Latex-ite® protects the underlying surface from weather and climactic conditions. Made of acrylic resins, mineral fibers and colorfast pigments, Latex-ite® Acrylic Color provides a tough, durable surface of uniform texture that remains flexible. Latex-ite® Acrylic Color was specifically designed for use on outdoor and indoor tennis courts, basketball courts, high traffic recreational areas and various other usages. The finished texture can be varied easily by controlling the amount of fine mesh silica sand aggregate which is added to the Latex-ite® Acrylic Color at the project site. Unlike other acrylic surfacing systems, each coat of Latex-ite® Acrylic Color, is fully pigmented, resulting in richer, longer lasting, in-depth color.

Coverage

Coverage will depend upon the porosity of the surface to which the Latex-ite® Acrylic Color System is applied.

	Undiluted Material Per Sq. Yard	Diluted Material Per Sq. Yard
1 st Filler Coat	.05	.08 - .1
2 nd Filler Coat	.05	.08 - .1
Finish Coat	.04	.08 - .1

Drying Time

30 to 90 minutes under optimum conditions. Humidity, surface temperature and ambient temperature will affect drying process.

Features and Benefits

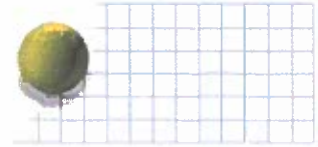
- Non-Fading Weather-Proof Formula
- Fast Drying
- Remains Flexible
- Fully Pigmented, 100% Acrylic
- Eco Friendly

Mix Design

The Latex-ite® Acrylic Color is mixed at the project site with clean, dry 80 -100 mesh silica sand and potable water to obtain the consistency desired for texture, aesthetics and performance. The material must be thoroughly mixed to insure a uniform consistency. The table below gives the amounts of water and silica sand which may be added to the Latex-ite® Acrylic Color.

Product Description	Filler Coats	Finish Coat
Latex-ite® Acrylic Color	55 gallons	55 gallons
80 - 100 mesh, clean, dry Silica Sand	200 - 450 lbs.	0 - 200 lbs.
Potable Water	30 - 40 gallons	30 - 40 gallons
* If the project is an indoor installation, it is recommended that no Silica Sand be added to the Finish Coat.		

Note: Mix Design may need to be adjusted according to humidity, ambient temperatures and surface porosity.



Application Methods

Refer to the Court Surface Guidelines for surface preparation procedures. The Latex-ite® Acrylic Color System is applied in three separate applications and is accomplished by use of a 24" to 48" long, flexible, 50 to 70 durometer, rubber squeegee of good quality and in good condition. The first two coats are filler coats. The first coat will be applied in a perpendicular direction to the playing net. The second coat and finish coat will be applied parallel with the playing net. Each application must thoroughly dehydrate before application of succeeding coat. The entire surface shall be checked for ridges and imperfections after each filler coat and scraped smooth and cleaned of all loose debris. Care must be taken to insure a smooth and uniform texture, free from ridges and tool marks, as the final coat is not to be scraped. An economy color system, that can be applied to existing courts in good condition, would consist of one filler coat and one finish coat. The application method would remain the same.

Limitations and Precautions

- Latex-ite® Acrylic Color should not be applied when ambient temperature is below 50° F or when surface temperature is above 140° F.
- Do not apply when rain is imminent.
- Do not store in direct sunlight.
- Keep from freezing.
- Latex-ite® Acrylic Color should be allowed to cure for 24 hours before courts are opened for use.
- New asphalt should cure for at least 14 days; concrete shall cure for 28 days.
- Concrete must be acid washed and sealed prior to coating with Latex-ite® Acrylic Color
- Latex-ite® Acrylic Color will not prevent structural cracking from occurring.
- Do Not apply over Coal Tar emulsions



**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Prime Contracts Exceeding \$10,000)**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and address of bidder

BEAVERBROOK TENNIS, LLC
610 Rocky Knoll Road
Denmark, Maine 04022

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. *
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Neil B. Feeley, manager
Name and Title of Authorized Representative (print or type)

Neil B. Feeley 9/28/20
Signature of Authorized Representative Date

Rev 7/11 * We have less than 15 employees, so not required to file reports.



DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF CONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Prime Contracts Exceeding \$10,000)

Name of Prime Contractor: Beaverbrook Tennis, LLC

Project Name and Number: Atlantic Ave. Park Bid#2

The undersigned hereby certifies that:

- (a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Neil R. Feeley, manager
Name and Title of Authorized Representative (print or type)

Neil R. Feeley, MGR _____ 9/28/20
Signature of Authorized Representative Date



**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Subcontracts Exceeding \$10,000)**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Name and address of subcontractor

Double T Fence
222 Waterford Road PO Box 228
Norway Maine 04268

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No (we have less than 15 employees don't need to file reports)
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Dale Merrill, Jr
Name and Title of Authorized Representative (print or type)

Dale Merrill
Signature of Authorized Representative
Rev 8/11

9-29-20
Date

Signature of Authorized Representative

Date



OCD/BBG/Sub/2000

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF SUBCONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Subcontracts exceeding \$10,000)**

Name of Subcontractor: Double T Fence

Project Name and Number: Atlantive Ave Park Bid#2

The undersigned hereby certifies that:

- (a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Dale Merrill, Jr
Name and Title of Authorized Representative (print or type)

Dale Merrill, Jr
Signature of Authorized Representative

9-29-20
Date

Agenda Item #7303

Discussion with Action: To accept the bid from Robillard Brothers Landscaping for Park Improvements to the Atlantic Avenue Park and to authorize the Town Manager to enter into a contract in the amount not to exceed \$53,200 funded by the CDBG Community Enterprise Grant; from account number 30413-50735 CDBG Community Enterprise Grant Expense Account with a balance of \$95,000.

Motioned by: Councilor Kelley

&

Seconded by: Councilor Blow

To accept the bid from Robillard Brothers Landscaping for Park Improvements to the Atlantic Avenue Park and to authorize the Town Manager to enter into a contract in the amount not to exceed \$53,200 funded by the CDBG Community Enterprise Grant; from account number 30413-50735 CDBG Community Enterprise Grant Expense Account with a balance of \$95,000.

VOTE: 4-0

CDBG Community Enterprise Grant - Atlantic Ave Basketball Court and Park Renovations

Company	Bid		Amount
LJMC Corp., P.O. Box 884, Kennebunk, ME 04043	Bid Pkg # 1	Park Improvement Work	\$ 51,561.62
Robillard Brothers Landscaping, 85 Cascade Rd., OOB, ME 04064	Bid Pkg #1	Park Improvement Work	\$ 53,200.00
Beaverbrook Trails, LLC, 610 Rocky Knoll Rd., Denmark, ME 04022	Bid Pkg #2	Court Improvement Work	\$ 35,481.00
LJMC Corp., P.O. Box 884, Kennebunk, ME 04043	Bid Pkg #2	Court Improvement Work	\$ 37,680.00



Town of Old Orchard Beach

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

October 6, 2020

TO: Larry S. Mead, Town Manager
FROM: Diana H. Asanza, Finance Director *Diana H. Asanza*
CC: Pat Brown, Community Liaison
Brent Bridges, Woodard & Curran
RE: CDBG Atlantic Ave. Basketball Court and Park Renovation Project

The Town received four (4) bids for the Atlantic Ave. basketball court and park renovation project:

LJMC Corp., P.O. Box 884, Kennebunk, ME 04043	Bid Pkg # 1	Park Improvement Work	\$ 51,561.62
Robillard Brothers Landscaping, 85 Cascade Rd., OOB, ME 04064	Bid Pkg #1	Park Improvement Work	\$ 53,200.00
Beaverbrook Trails, LLC, 610 Rocky Knoll Rd., Denmark, ME 04022	Bid Pkg #2	Court Improvement Work	\$ 35,481.00
LJMC Corp., P.O. Box 884, Kennebunk, ME 04043	Bid Pkg #2	Court Improvement Work	\$ 37,680.00

The Town contracted with Woodard & Curran for the design and engineering services, and worked with Brent Bridges on the work specifications. You, Brent Bridges, Pat Brown (community liaison), and I reviewed the bids. There were several important factors that were taken into account:

- Experience
- Clear Understanding of the Project
- Schedule of Work
- Approach
- Price

Once the bids were received, I asked each company a set of questions regarding their experience and their approach to the project. After careful review of the responses we recommend the work to be awarded as follows:

Bid Pkg #1 Park Improvement Work to Robillard Brothers Landscaping **\$53,200.00**

With respect to the park improvements portion of the project Robillard Brothers Landscaping appears to have more experience and a better understanding of the

work based on approach, schedule and work sequence. The timing of when Robillard can start the job also meets the Town's expectation because some elements of the work are temperature dependent. Robillard Brothers Landscaping will start work no later than October 13th, which is very important because the intention is to complete as much of the scope of work as possible by the end of October. The other bidder on park improvements. LJMC Corp has been in business for less than two years and during that time has primarily done excavation work based on their references. In addition, LJMC Corp's planned schedule of work and approach was to commence in late October and do much of the work starting in May of next year.

The bid price from Robillard Landscaping came in \$1,638.38 higher than LJMC Corp, however price alone is not the basis of award. Given the advantage that Robillard demonstrates with respect to experience, approach and schedule, the recommendation is to award the contract to Robillard Brothers Landscaping for the Park restoration portion of this project.

Bid Pkg #2 Court Improvement Work to Beaverbrook Trails, LLC \$35,481.00

We recommend awarding the bid for court improvements to Beaverbrook Trails, LLC. The Town has positive experiences with Beaverbrook Trails LLC when they were contracted to do the work on the Loranger School Tennis Courts in fall of 2015, and the Veterans Memorial Park Basketball court and Tennis Courts in summer 2017 and spring 2018. Beaverbrook did a good job for the Town and their pricing came in lower than LJMC Corp. by \$2,199.00

Based on these factors we recommend Robillard Landscaping for Bid Package #1 Park Improvements at \$53,200.00 and Beaverbrook Trails, LLC for Bid Package #2 Court Improvements at \$35,481.00, for a total of \$88,681.00. This project is funded by a CDBG Community Enterprise Grant for \$100,000, which will leave \$6,319.00 for the remaining items for the park such as signage, a bench, picnic tables, and Fit Trail exercise stations. I have forwarded the bids results to Terry Ann Holden, Project Manager from the Department of Economic and Community Development to ensure the bids met CDBG requirements and we are okay to move forward and award the contracts.

If you have any questions or concerns, please feel free to contact me at X1522.

Town of Old Orchard Beach Maine



**NOTICE OF REQUEST FOR BIDS
RESTORATION OF ATLANTIC AVENUE PARK
September 16, 2020**

Diana H. Asanza, Treasurer - Finance Director
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach ME 04064

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

OBJECTIVES

Bids for the Restoration of the Atlantic Ave. Park will be received at the Town Manager's office located at Town Hall, 1 Portland Ave., Old Orchard Beach, ME 04064 **until 11:00 AM on Friday, October 2, 2020**. Bids will be opened directly after that time.

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

INQUIRIES

Inquiries concerning the Bid Package should be forwarded to:

Diana H. Asanza, Treasurer - Finance Director

(207) 937-5622 dasanza@oobmaine.com

CHANGES TO BIDS

The bidder must indicate any variances from our specifications, terms, and/or conditions, no matter how slight. If variations are not stated or referenced in writing prior to the final proposal, it will be assumed that your proposal fully complies with our terms, conditions and specifications.

RESERVATION OF RIGHTS

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

The Town reserves the right to waive any informality in the proposal, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the Town to do so. The Town reserves the right to substantiate the Bidder's qualifications, capability to perform,

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

availability, past performance record and to verify that the bidder is current in its obligations to the Town, as follows:

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

SUBMISSION INFORMATION AND REQUIREMENTS

There are two parts to the bid - Park Improvement work "Bid Package #1" and Court Improvement work "Bid Package #2". You may bid on one part of the project or both, but they must be submitted as two separate bids and not as one bid. Bids must be submitted in a sealed envelope; the outside clearly marked "**Bid for the Restoration of Atlantic Ave. Park**", and shall be addressed to Larry S. Mead, Town Manager.

This project is funded in part with the Community Development Block Grant funds. To be considered a responsive bidder there are several provisions that must be followed:

- Review and follow the requirements listed in the Federal Construction Contract Provisions guidebook included in the bid package labeled "Exhibit A"
- Review and follow the requirement listed in the Policy Statement #4 included in the bid package labeled "Exhibit B".
- Follow the Davis Bacon wage rates for Highway Construction Projects included in the bid package labeled "Exhibit C".

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

SUMMARY OF WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Project Description
- B. Description of the Park Improvement Work – Bid Package #1
- C. Description of the Court Improvement Work – Bid Package #2
- D. Owner-Furnished and Installed Equipment

1.02 PROJECT DESCRIPTION

- A. The Project is generally described as Restoration of Atlantic Ave Park

1.03 DESCRIPTION OF THE PARK IMPROVEMENT WORK – BID PACKAGE #1

- A. The Park Improvement Work includes labor, material and equipment, services required for construction, testing, and commissioning of the Project in accordance with the Contract Documents and as more specifically described in Sheets C-01, C-02 and C-04 of the Drawings and includes, but is not limited to, the following principal features.
 - 1. Demolition of existing 10' high fencing around existing basketball court;
 - 2. Demolition of existing 4' high fence along south property line;
 - 3. Demolition of existing concrete sidewalk and bituminous pavement as shown on the plans;
 - 4. Providing segmented block retaining walls;
 - 5. Providing plantings along north and south property lines;

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

6. Providing ADA accessible bituminous walkway;
7. Providing ADA accessible concrete ramp;
8. Providing new water service on Atlantic Ave;
9. Providing new automatic irrigation system including backflow preventor device, control panel, dripline along south and north property lines, and spray nozzles along Atlantic Ave and Central Park Ave;
10. Construction of four (4) stonedust pads for future fitness equipment;
11. Construction of stonedust walkway and picnic table pad;
12. Providing two (2) bike racks with concrete pads; and
13. Loam and seed disturbed areas and all materials, equipment, services and construction inherent to the Work.

1.04 DESCRIPTION OF THE COURT IMPROVEMENT WORK – BID PACKAGE #2

- A. The Court Improvement Work includes labor, material and equipment, services required for construction, testing, and commissioning of the Project in accordance with the Contract Documents and as more specifically described in Sheets C-03 and C-04 of the Drawings and includes, but is not limited to, the following principal features.
1. Providing 10' high and 6' high black vinyl coated chain-link fencing around existing basketball court;
 2. Providing 4' high black vinyl coated chain-link fencing along south property line;
 3. Providing two (2) new basketball backboards, hoops, posts and concrete foundation;
 4. Repairing 150 linear feet of cracks on existing basketball court;
 5. Resurfacing existing basketball court (90' by 60');
 6. Marking and painting game lines for one basketball court (80' by 50')

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

7. Loam and seed disturbed areas and all materials, equipment, services and construction inherent to the Work.

1.05 OWNER-FURNISHED AND INSTALLED EQUIPMENT

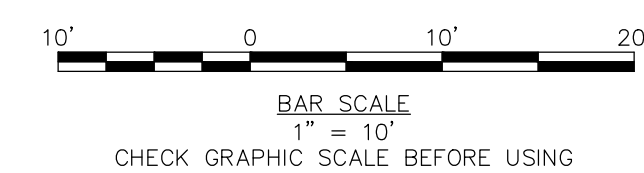
- A. The following equipment has been or will be purchased and installed by the Owner:

1. Picnic Tables
2. Fitness Equipment
3. Signage

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

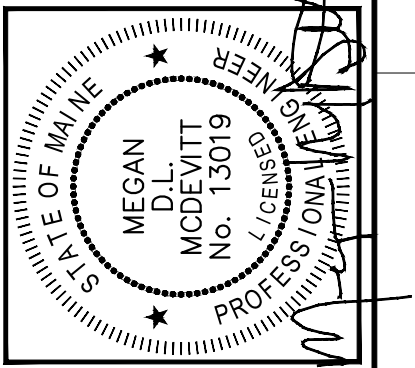


41 Hutchins Drive
 Portland, Maine 04102
 800.426.4262 | www.woodandcurran.com

WOODARD & CURRAN

COMMITMENT & INTEGRITY DRIVE RESULTS

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REV	DESCRIPTION	DATE

DESIGNED BY: MDM
 DRAWN BY: BCB
 CHECKED BY: MDM
 SITE PLAN

EXISTING CONDITIONS & DEMOLITION PLAN

TOWN OF OLD ORCHARD BEACH
 ATLANTIC COURTS PARK RESTORATION

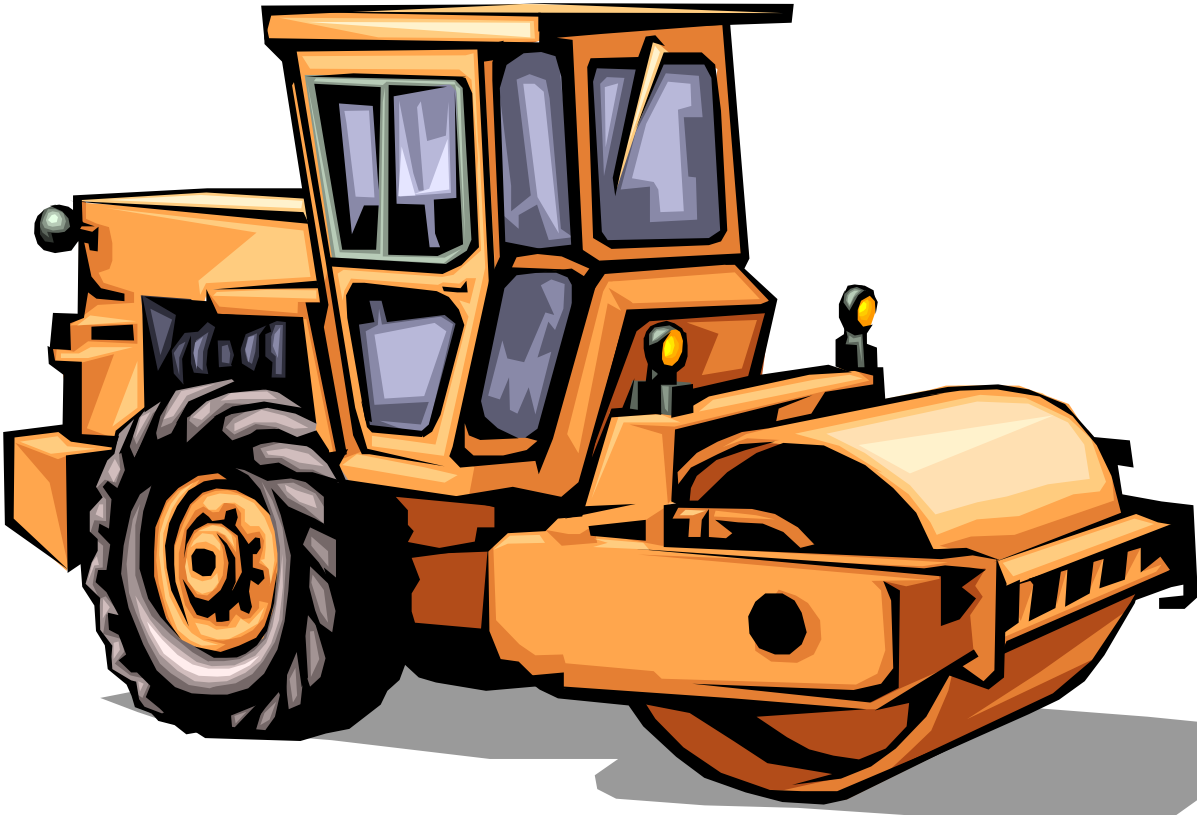
JOB NO.: 233371
 DATE: SEPTEMBER 2020
 SCALE: 1"=10'
 SHEET: 1 OF 4

C-01



Exhibit A

**STATE OF MAINE CDBG PROGRAM
FEDERAL CONSTRUCTION CONTRACT PROVISIONS
FOR CONTRACTS \$10,001 to \$100,000**



"BUILDING MAINE COMMUNITIES"

**Department of Economic & Community Development
Office of Community Development
111 Sewall Street
59 State House Station
Augusta, Maine 04333-0059
(207) 624-9800 (Voice)
Hearing Impaired 1-800-437-1220**



DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**INFORMATION FOR BIDDERS
PLEASE READ CAREFULLY!**



**FOR YOUR BID TO BE CONSIDERED RESPONSIVE
YOU MUST COMPLETE THE FOLLOWING CERTIFICATIONS:**

For Contracts Between \$10,000 and \$100,000

1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES
2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

For Contracts Exceeding \$100,000

1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES
2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
3. SECTION 3 AFFIRMATIVE ACTION PLAN

Additional certifications by subcontractors prior to the start of work date

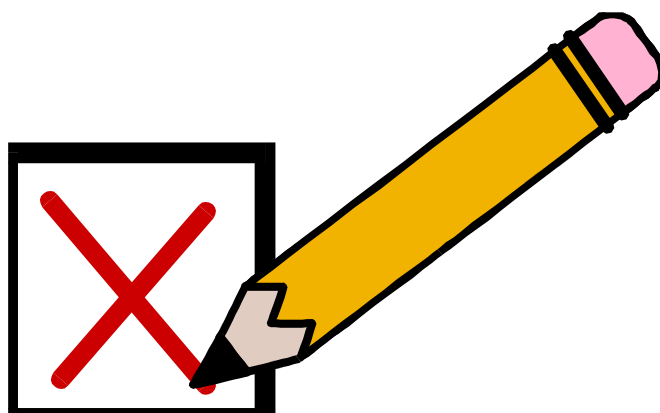
1. For all subcontracts exceeding \$10,000; Certification of Subcontractor Regarding Segregated Facilities and Certification of Subcontractor Regarding Equal Employment Opportunity
2. For all subcontracts exceeding \$100,000; Section 3 Affirmative Action Plan.

Submission of Section 3 Utilization Report for Contracts Exceeding \$100,000

Prime Contractors must submit a Section 3 Utilization Report to the CDBG grantee or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and all Subcontractors according to the terms of the Section 3 Affirmative Action Plan.

CERTIFICATIONS FOR PRIME BIDDER

Must be Submitted with Bid





**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Prime Contracts Exceeding \$10,000)**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and address of bidder

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF CONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Prime Contracts Exceeding \$10,000)**

Name of Prime Contractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

- (a) **No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.**

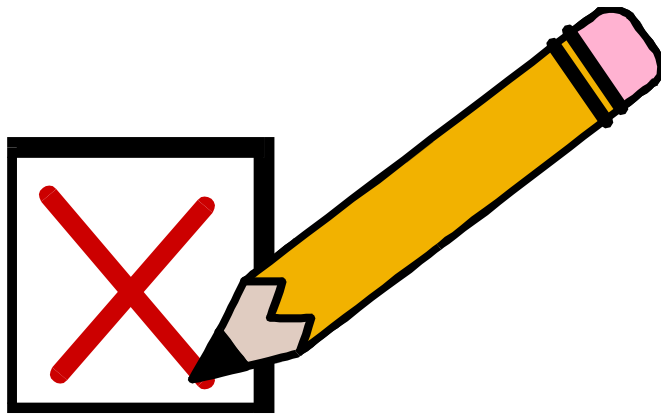
Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date

CERTIFICATIONS FOR SUBCONTRACTORS

**Must be submitted by Prime Contractor
For each applicable Subcontractor prior to start of work**





DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Subcontracts Exceeding \$10,000)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY SUBCONTRACTOR

Name and address of subcontractor

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



OCD/EEO/Sub/2000

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF SUBCONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Subcontracts exceeding \$10,000)**

Name of Subcontractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

- (a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date

FEDERAL REQUIREMENTS

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.

2. REHABILITATION ACT OF 1973

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. SECTION 202 OF EXECUTIVE ORDER 11246

A. Activities and contracts not subject to Section 202

(Applicable to Federally assisted construction contracts and related subcontracts of \$10,000 and under.)

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Activities and contracts subject to Section 202

Applicable to Federally assisted construction contracts and related subcontracts exceeding \$10,000.

During the performance of this contract, the contractor agrees as follows:

1. (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September

24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall

post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the

administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract. Or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part IL Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply within these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390) ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.

Prior to the award of any construction contract or subcontract exceeding \$10,000, the Contractor shall submit signed Certification of Non-segregated Facilities Forms for him/herself and all subcontractors.

5. THE AGE DISCRIMINATION ACT OF 1975

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

7. LABOR STANDARDS

- A. Davis-Bacon Act as amended (40 U.S.C 276a - 276a-5.) All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
- B. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.
- C. Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions.

8. TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT

LEAD-BASED PAINT HAZARDS -The use of lead-based paint, that is any paint containing more than 1%- lead by weight, is strictly prohibited from use on any interior surface or exterior surface in any building being rehabilitated with funding from the Community Development program. Additionally, any evidence of a health hazard which is defined as cracking, scaling, peeling and loose lead-based paint must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.

9. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

(P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

10. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (P.I. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.

The chief executive officer of the Grantee consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CTR 58, which further the purposes of NEPA in the areas of historic preservation, noise control floodplains,

coastal zones and wetlands, air quality, water quality, wildlife, endangered species, solid waste disposal, and environmental effects abroad.

The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

11. THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L 93-234), AS AMENDED.

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

12. ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

13. THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c) (1) of the **Clean Air Act** or section 309(c) of the **Federal Water Pollution Control Act**.

14. MINORITY BUSINESS ENTERPRISES

Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.

15. CDBG CERTIFICATION

Grantee shall provide any certification required under Sections 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, and shall comply with the terms of such certifications.

16. SECTION 319 OF PUBLIC LAW 101-121

The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.

SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safely Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

Federal Labor Standards Provisions
U.S. Department of Housing and Urban Development

Applicability

The Project or Program to which the Construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than

weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or work actually performed, without regard to skill, excepts as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFT part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or

will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withhold

from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much that the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction

or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the

contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget

under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a property executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph AA.3. (ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title

31 of the United States Code.

(iii) The contractor of subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an

apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In

the even the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a

training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirement of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5

7. Contracts termination; debarment. A breach of the contract clauses in 29

CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor as provided in 29 CFR 5.12

8. Compliance with Davis-Bacon and Related Act Requirements. All ruling and interpretations of the Davis-Bacon and Related Act contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering in to this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty to making false statements is prescribed in the U.S.

Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utter or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and

liquidates damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



Exhibit B

Office of Community Development
59 Statehouse Station
Augusta, Maine 04333

POLICY STATEMENT #4

Subject: ***Bonding and Insurance Requirements for CDBG Funded Contracts***

Revised: **04/12**

The following outlines the minimum requirements to be followed when purchasing supplies, equipment, construction, and/or professional services paid in whole or in part with Community Development Block Grant (CDBG) funds.

You may use your municipality's procurement procedures provided that the State of Maine and/or the Department of Housing and Urban Development have made a written determination that the governments' interest is adequately protected, or you may adopt the requirements described below. If appropriate, you may supplement your procedures to improve existing systems. To ensure fair procurement practices, a written policy identifying the procedures must be available for review by all potential bidders and the OCD.

PERSONAL BONDING

Community officials who are authorized to process CDBG funds, including signing checks, **must be bonded.**

BID BOND

For contracts which exceed \$100,000, including the practice of "block bidding" housing rehabilitation projects, a bid guarantee from each bidder equivalent to five percent of the bid price is required. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.

CONTRACT BOND

For contracts which exceed \$100,000, including the practice of "block bidding" housing rehabilitation projects, there must be prior to signing of the contract, a **performance bond** on the part of the contractor for 100 percent of the contract price. The "performance bond" is executed in connection with the contract to secure fulfillment of all of the contractor's obligations under the contract. There must also be, prior to signing of the contract, a **payment bond** on the part of the contractor for 100 percent of the contract price. The "payment bond" is executed in connection with the contract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

INSURANCE

Communities undertaking construction projects with CDBG funds, including housing rehabilitation activities, must ensure that construction contractors purchase and maintain insurance until final acceptance of their work. The community must have evidence of this insurance at the time of executing any contract/agreement with the contractor or assisting in the execution of any contract/agreement between a contractor and homeowner. The insurance policy must have the following attributes:

- * It must protect the contractor, the community and the owner from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under the contract, whether such operation is by the contractor or any employee, **The amount of the insurance must be at least:**

Construction contracts other than housing rehabilitation:

- \$1,000,000 for any one person and for each accident in cases of liability for bodily injury and/or accidental death; and

-\$1,000,000 for any and all accidents in cases of liability for property damage.

Housing rehabilitation contracts:

-\$100,000 for bodily injury to anyone, and not less than \$300,000 for each occurrence

-\$50,000 per occurrence and \$100,000 aggregate for property damage

-\$100,000 for any one person and \$300,000 per occurrence for vehicular liability

The contractor must also maintain the following types of insurance:

- * Full worker compensation insurance coverage for all persons employed by the contractor to perform work on the project. The insurance must be in compliance with State of Maine requirements.
- * Bodily injury and contractor's protective property damage (broad form), each including coverage for blasting explosion, and injury to, or destruction of wires, pipes, conduits and similar property, appurtenant apparatus, whether public or private and collapse of, or structural injury to, any building or structure, except those on which work under the contract is performed.
- * Bodily injury and property damage insurance covering the operation of all motor vehicles and equipment being operated in connection with project work, whether or not owned by the contractor.
- * Contractual liability insurance as described earlier.
- * Owner's protective liability insurance issued to the owner at the expense of the contractor.
- * Fire insurance included with all property damage insurance in an amount equal to the total bid price of all structures subject to fire damage.
- * Builders' "All Risk" insurance equal to or greater than the total amount.

All policies must designate the loss payee as the community and require that the community be notified in the event of any changes to the insurance policies. Contractors shall indemnify and hold harmless the U.S. Government, the State of Maine, the Owner and the grantee from liability for any injury or damage to persons or property resulting from the prosecution of work under a construction contract.

Please remember that if a bid goes out for eight (8) or more rehab or sewer hookup projects at one time, and one contractor is awarded 8 or more of these projects, Federal Labor Standards will apply. This will be true even if contracts are technically between the homeowner and contractor.

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 17.53	2.13
LABORER: Common or General.....	\$ 15.11	2.46
LABORER: Epoxy Injector (Concrete).....	\$ 13.43	1.15
LABORER: Wheelman.....	\$ 20.97	5.13
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.58	3.81
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 23.66	0.97
OPERATOR: Broom/Sweeper.....	\$ 19.49	0.00
OPERATOR: Bulldozer.....	\$ 21.71	5.67
OPERATOR: Grader/Blade.....	\$ 27.40	8.13
OPERATOR: Loader.....	\$ 18.91	3.27
OPERATOR: Mechanic.....	\$ 24.71	7.83
OPERATOR: Milling Machine.....	\$ 27.44	6.37
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.17	4.83
OPERATOR: Roller (Earth).....	\$ 16.52	1.66
OPERATOR: Roller Asphalt.....	\$ 19.64	6.09
TRAFFIC CONTROL: Flagger.....	\$ 10.33	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 17.84	5.91
TRUCK DRIVER: Dump Truck.....	\$ 19.99	4.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

BID SUBMISSION FORM FOR BID PACKAGE #1

PARK IMPROVEMENT

The undersigned proposes to provide the work described under Section 1.03 Description of the Park Improvement Work for the Town of Old Orchard Beach.

Project Total Cost

\$ 53,200.00

Changes to Bid

#9 Irrigation Clock to be battery powered.

**#13 Hydroseeding to be applied in the spring of 2021.
When soil temperatures are above 55 degrees. Town to
withhold \$1,500.00 until seeding is applied.**

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

BID SUBMISSION FORM FOR BID PACKAGE #2 COURT IMPROVEMENT

The undersigned proposes to provide the work described under Section 1.04 Description of the Park Improvement Work for the Town of Old Orchard Beach.

Project Total Cost

\$ N/A



**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Prime Contracts Exceeding \$10,000)**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and address of bidder

Brian Robillard
173A Portland ave
Old Orchard Beach

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Brian Robillard Robillard Brothers Landscaping (President)
Name and Title of Authorized Representative (print or type)

 4-30-20
Signature of Authorized Representative Date



**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF CONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Prime Contracts Exceeding \$10,000)**

Name of Prime Contractor: Robillard Brothers Landscaping

Project Name and Number: Restoration of Atlantic Ave Park

The undersigned hereby certifies that:

- (a) **No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.**

Brian Robillard President Robillard Brothers Landscaping
Name and Title of Authorized Representative (print or type)

Bh ml
Signature of Authorized Representative

9-30-20
Date

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

OBJECTIVES

Bids for the Restoration of the Atlantic Ave. Park will be received at the Town Manager's office located at Town Hall, 1 Portland Ave., Old Orchard Beach, ME 04064 **until 11:00 AM on Friday, October 2, 2020.** Bids will be opened directly after that time.

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

INQUIRIES

Inquiries concerning the Bid Package should be forwarded to:

Diana H. Asanza, Treasurer - Finance Director

(207) 937-5622 dasanza@oobmaine.com

CHANGES TO BIDS

The bidder must indicate any variances from our specifications, terms, and/or conditions, no matter how slight. If variations are not stated or referenced in writing prior to the final proposal, it will be assumed that your proposal fully complies with our terms, conditions and specifications.

RESERVATION OF RIGHTS

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

The Town reserves the right to waive any informality in the proposal, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the Town to do so. The Town reserves the right to substantiate the Bidder's qualifications, capability to perform,

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

availability, past performance record and to verify that the bidder is current in its obligations to the Town, as follows:

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

SUBMISSION INFORMATION AND REQUIREMENTS

There are two parts to the bid - Park Improvement work "Bid Package #1" and Court Improvement work "Bid Package #2". You may bid on one part of the project or both, but they must be submitted as two separate bids and not as one bid. Bids must be submitted in a sealed envelope; the outside clearly marked "**Bid for the Restoration of Atlantic Ave. Park**", and shall be addressed to Larry S. Mead, Town Manager.

This project is funded in part with the Community Development Block Grant funds. To be considered a responsive bidder there are several provisions that must be followed:

- Review and follow the requirements listed in the Federal Construction Contract Provisions guidebook included in the bid package labeled "Exhibit A"
- Review and follow the requirement listed in the Policy Statement #4 included in the bid package labeled "Exhibit B".
- Follow the Davis Bacon wage rates for Highway Construction Projects included in the bid package labeled "Exhibit C".

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

SUMMARY OF WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Project Description
- B. Description of the Park Improvement Work – Bid Package #1
- C. Description of the Court Improvement Work – Bid Package #2
- D. Owner-Furnished and Installed Equipment

1.02 PROJECT DESCRIPTION

- A. The Project is generally described as Restoration of Atlantic Ave Park

1.03 DESCRIPTION OF THE PARK IMPROVEMENT WORK – BID PACKAGE #1

- A. The Park Improvement Work includes labor, material and equipment, services required for construction, testing, and commissioning of the Project in accordance with the Contract Documents and as more specifically described in Sheets C-01, C-02 and C-04 of the Drawings and includes, but is not limited to, the following principal features.
 - 1. Demolition of existing 10' high fencing around existing basketball court;
 - 2. Demolition of existing 4' high fence along south property line;
 - 3. Demolition of existing concrete sidewalk and bituminous pavement as shown on the plans;
 - 4. Providing segmented block retaining walls;
 - 5. Providing plantings along north and south property lines;

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

6. Providing ADA accessible bituminous walkway;
7. Providing ADA accessible concrete ramp;
8. Providing new water service on Atlantic Ave;
9. Providing new automatic irrigation system including backflow preventor device, control panel, dripline along south and north property lines, and spray nozzles along Atlantic Ave and Central Park Ave;
10. Construction of four (4) stonedust pads for future fitness equipment;
11. Construction of stonedust walkway and picnic table pad;
12. Providing two (2) bike racks with concrete pads; and
13. Loam and seed disturbed areas and all materials, equipment, services and construction inherent to the Work.

1.04 DESCRIPTION OF THE COURT IMPROVEMENT WORK – BID PACKAGE #2

- A. The Court Improvement Work includes labor, material and equipment, services required for construction, testing, and commissioning of the Project in accordance with the Contract Documents and as more specifically described in Sheets C-03 and C-04 of the Drawings and includes, but is not limited to, the following principal features.
1. Providing 10' high and 6' high black vinyl coated chain-link fencing around existing basketball court;
 2. Providing 4' high black vinyl coated chain-link fencing along south property line;
 3. Providing two (2) new basketball backboards, hoops, posts and concrete foundation;
 4. Repairing 150 linear feet of cracks on existing basketball court;
 5. Resurfacing existing basketball court (90' by 60');
 6. Marking and painting game lines for one basketball court (80' by 50')

Town of Old Orchard Beach

Request for Bids – Atlantic Ave. Park - continued

7. Loam and seed disturbed areas and all materials, equipment, services and construction inherent to the Work.

1.05 OWNER-FURNISHED AND INSTALLED EQUIPMENT

- A. The following equipment has been or will be purchased and installed by the Owner:
 1. Picnic Tables
 2. Fitness Equipment
 3. Signage

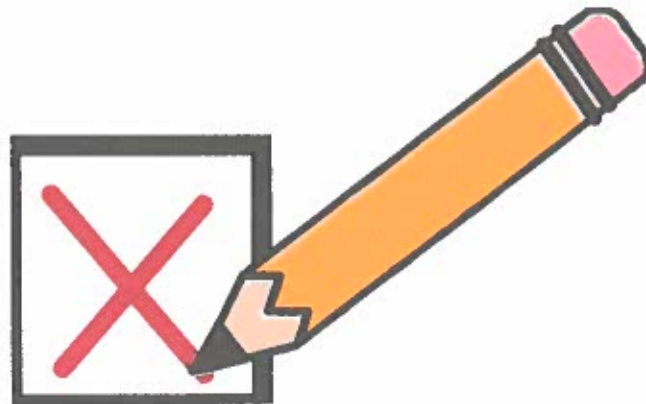
PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

CERTIFICATIONS FOR SUBCONTRACTORS

**Must be submitted by Prime Contractor
For each applicable Subcontractor prior to start of work**



Signature of Authorized Representative

Date



OCD/EEO/Sub/2000

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF SUBCONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Subcontracts exceeding \$10,000)**

Name of Subcontractor: SBD Excavation

Project Name and Number: Restoration of Atlantic ports

The undersigned hereby certifies that:

- (a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Chris Boisvert owner
Name and Title of Authorized Representative (print or type)

Chris Boisvert
Signature of Authorized Representative Date



**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Subcontracts Exceeding \$10,000)**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY SUBCONTRACTOR

Name and address of subcontractor

SBB EXCAVATION
109 EASTCOTE RD
O. O. BEACH

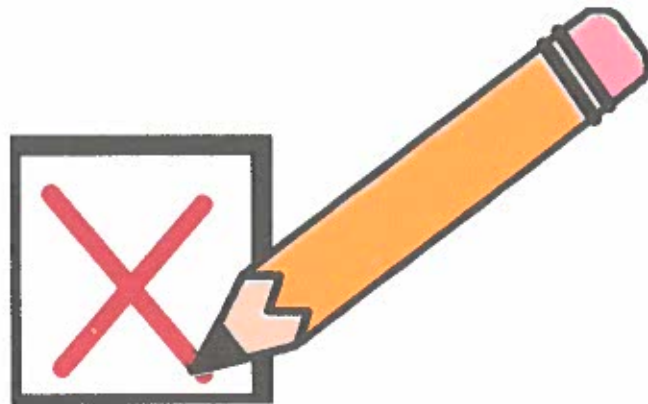
1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Chris Boisvert

Name and Title of Authorized Representative (print or type)

CERTIFICATIONS FOR SUBCONTRACTORS

**Must be submitted by Prime Contractor
For each applicable Subcontractor prior to start of work**





**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF SUBCONTRACTOR REGARDING
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CERTIFICATION BY SUBCONTRACTOR

Name and address of subcontractor

The Irrigation Doctor
60 Brook Drive
Old Orchard Beach ME 04064

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes ___ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes ___ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes ___ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
___ Yes No

Brian Payne owner
Name and Title of Authorized Representative (print or type)

Brian Payne

Signature of Authorized Representative

Date



OCD/EEO/Sub/2000

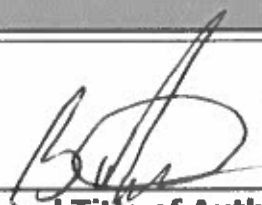
**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF SUBCONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Subcontracts exceeding \$10,000)**

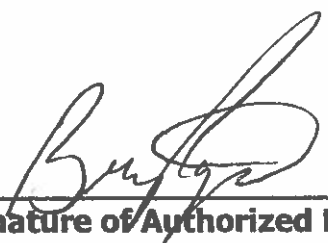
Name of Subcontractor: The Irrigation Doctor

Project Name and Number: Restoration of Atlantic Park

The undersigned hereby certifies that:

- (a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.


Name and Title of Authorized Representative (print or type) owner Brian Payea


Signature of Authorized Representative

9/30/2020
Date

ADJOURNMENT

Motioned by: Councilor Kelley

&

Seconded by: Councilor Blow

VOTE: 4-0

Regular Town Council Meeting Adjourned @ 8:16pm

COUNCIL WORKSHOP: *To follow regular town meeting*

To discuss a temporary sewer line construction easement and upgrades to public sewer on Saco Avenue for Ocean Ridge, MBL: 207-1-2, 63-91, E. Emerson Cummings Blvd.

EXECUTIVE SESSION:

During the Workshop, the Council will be going into Executive Session in order to discuss or to consider the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development.

This item discusses real property defined under Title 1 M.R.S.A. Section 405(6)(C) and consultations with Town attorney under Title 1 M.R.S.A. Section 405 (6)(E), and the Council anticipates that the discussion portion will occur in Executive Session.

Chair O'Neill opened the Town Council Workshop at 8:19pm. After the item was read Councilor Kelley motioned and was seconded by Councilor Tousignant to enter into Executive Session at 8:21pm. Unanimous vote to come out of Executive Session occurred at 8:40pm.

Town Council workshop resumed at 8:41pm. To summarize, Ocean Ridge Estates is a proposed development along E. Emerson Cummings Blvd which has been unable to move forward in the formal application process due to preexisting issues from the Town's aging sewer line infrastructure. Proposed within the workshop was a suggested plan from the project's developer and partnering engineering firm, Mitchell & Associates, to work alongside the Town to share costs of repairing some of the sewer infrastructure to allow the project to move forward. The developer is seeking to access the sewer line at Jameson Hill Road by crossing Town property behind Jameson Elementary School. The developer would get a temporary construction easement from the Town and subsequently convey the line to the Town.

Andy Ginsberg, Developer, opened discussions regarding the proposed Ocean Ridge Estates reporting that the conservative project budget Stephanie Hubbard, Engineer, Wright-Pierce, had brainstormed with his company would limit the viability of this project. Mr. Ginsberg stated that he would be unable to build out thirty-four market rate units and only a possible interest in building ninety age restricted units. A conservative budget of \$900,000 to 1 million dollars would not allow his company to offer more than \$135,000 in sewer tie in fees. Councilor's O'Neill and Councilor Blow both spoke to the remarked turn in the project scope, referencing that Mr. Ginsberg business was willing to offer near half the cost (i.e., \$500,000 in sewer tie in

fees) during the first Council Workshop (held on 9/18/2020). Further discussion from Councilor O'Neill reflected his concerns that there was a change in the initial scope of the project. He observed there was a limit of viable units to purchase, and instead, the project was headed into rentals; which was not supported by Council.

Without agreement from Mr. Ginsberg's company to match the Town's sewer hook in fee by half there was no agreement to move forward with the proposed project.

Council Workshop adjourned at 9:33pm.

TO:	Larry Mead, Town Manager	DATE:	10/1/2020
FROM:	Stephanie Hubbard, PE	PROJECT NO.:	142811
SUBJECT:	Saco Ave Area Sewer Upgrade - Estimate of Probable Construction Costs		

At the request of the Town, we have prepared an engineers estimate of probable construction costs for the replacement of and upgrade to the sewer main within the following project area, as summarized below and noted generally in *Figure 1 – Limit of Sewer Replacement – Saco Area Sewer Improvements*.

- Portion of Jameson Hill Road extending from a proposed easement along the Jameson Hill School property to Saco Avenue (approximately 450 linear feet)
- Portion of main Saco Avenue line extending from Jameson Hill Road to Goodwin Avenue (approximately 1,750 linear feet).
- Goodwin Avenue from Saco Avenue to Temple Avenue (approximately 990 linear feet).



Figure 1 Limit of Sewer Replacement – Saco Area Sewer Improvements
(reference Town of Old Orchard Beach GIS)

This estimate of probable construction costs has been prepared to provide a basis of costs for discussion on the proposed upgrade of the line in support of the Ocean Ridge development. Unit prices have been prepared based on a planning level cost estimate completed by Shaw Brothers, CCR and EcoClean for the various project components, on behalf of the Ocean Ridge developers and reviewed against the Engineering News Record (ENR) Construction Cost Index and recent bidding.

The basis of design for the Saco Area Improvements included the following elements and general assumptions as noted on the cost estimate.

- Replacement of the existing sewer lines and upgrading of the line from an 8-inch sewer to a 10-inch sewer. The length of the sewer replacement was based on the Town of Old Orchard Beach GIS data and rounded up to reflect unknowns in the system which may require upgrade.
- Manholes were assumed to be replaced in current location with the addition of manholes at intersections and/or connection points.
- Pavement restoration was a large component to the project details.
 - Saco Avenue – This roadway is subject to a moratorium thru Maine Department of Transportation (MDOT) and will require both trench restoration during construction and a “Year 2” mill and overlay from the centerline of the roadway to the curb-line (measured as approximately 22-feet).
 - Jameson Hill Road and Goodwin Avenue are not subject to the moratorium. The cost estimate assumes restoration of the trench at the time of construction and a “Year 2” mill and overlay of the trench only. Depending on the quality of the trench patch, the Town may consider limiting the restoration along Jameson Hill and Goodwin to the “Year 1” trench path repair.
- The cost estimate includes various items flagged as indeterminate quantities. These include items such as test pit and excavation, pipe insulation, removal and replacement of unsuitable materials and ledge excavation, which cannot be determined at this time, but which can impact overall project costs.
- The cost estimate includes various lump sum items such as mobilization/demobilization (which is estimated to be approximately 5% of the project subtotal), erosion and sedimentation controls, site preparation and restoration and traffic controls.
- Finally, the overall summary for the project includes:
 - Construction subtotal and 15% contingency. This contingency is included at 15% given various unknowns associated with the project. Examples of this would include potential for damage to curbing and/or driveways requiring restoration, limited survey to determine whether extra work/effort would be required at culvert crossings and or segments of the line requiring extra depth or non-typical installation methods.
 - In addition, an inflation to mid-point has been calculated to address inflation impacting labor and/or commodities between the cost estimate and anticipated construction timing.
 - Placeholders for Survey, engineering, and geotechnical evaluation and for construction administration and testing during construction.

Project Name: **Old Orchard Beach - Ocean Ridge Sewer Replacement
Saco Ave, Jameson Hill Road and Goodwin Avenue**
 Location: **Old Orchard Beach, Maine**
 Design Level: **Concept Based Budget Estimate of Probable Construction Costs**

Date: **September 30, 2020**

Item No.	Quantity	Units	Price/Unit	Project Total Estimated Costs
Saco Ave Sewer Replacement - Jameson Hill, Saco Ave, Goodwin Ave				
1	1	LS	\$ 45,000.00	\$ 45,000.00
2	1	LS	\$ 10,000.00	\$ 10,000.00
3	1	LS	\$ 5,200.00	\$ 5,200.00
4	1	LS	\$ 57,000.00	\$ 57,000.00
5	1	LS	\$ 10,000.00	\$ 10,000.00
6	3300	LF	\$ 125.00	\$ 412,500.00
7	180	VF	\$ 400.00	\$ 72,000.00
8	19	EA	\$ 1,500.00	\$ 28,500.00
9	20	EA	\$ 2,600.00	\$ 52,000.00
10	5	EA	\$ 600.00	\$ 3,000.00
11	500	LF	\$ 10.00	\$ 5,000.00
12	100	CY	\$ 50.00	\$ 5,000.00
13	50	CY	\$ 125.00	\$ 6,250.00
14	85	TON	\$ 125.00	\$ 10,625.00
15	495	TON	\$ 125.00	\$ 61,875.00
16	210	TON	\$ 125.00	\$ 26,250.00
17	4325	SY	\$ 5.00	\$ 21,625.00
18	130	TON	\$ 110.00	\$ 14,300.00
19	395	TON	\$ 140.00	\$ 55,300.00
20	1460	SY	\$ 12.00	\$ 17,520.00
21	130	TON	\$ 110.00	\$ 14,300.00
			Construction Subtotal	\$ 933,245.00
			Design/Project Contingency (15%)	\$ 139,986.75
			Project Multiplier - Inflation to MidPoint	1.056
			Construction Subtotal	\$ 1,133,332.73
			Survey, Engineering and Geotechnical Evaluation (8%)	\$ 74,659.60
			Construction Administration/Testing (6%)	\$ 67,999.96
			Total	\$ 1,275,992.29

General Notes

- Mobilization/demobilization costs are estimated as 5% of the subtotal costs for the project.
- Items identified with "*" indicate indeterminate quantities. Additional information will be required to assess potential for considerations
- Overall lengths and parameters used in the estimate of probable construction costs are as follows.
 Saco Ave: 1750 LF of Sewer
 Jameson Hill: 450 LF of Sewer
 Goodwin Ave: 990 LF of Sewer
- Sewer Connections: Sewer service connections for Saco Ave and Jameson Hill have assumed services will extend 5' from Main.
 Sewer service connections from Main to property line (-25') have been assumed on Goodwin Ave
- The trench width for sewer main replacement is assumed as 7-foot wide
- Year 2 Mill and Overlay assumed to extend 10-feet beyond the trench limits and overlay trench by 1-foot.
- The above cost does not include any restoration of curbing and/or driveways if damaged during installation.
- Placeholders as noted for contingency, design, inflation and CA/testing