



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 Meeting Minutes

Tuesday, October 20, 2020

I, Jennifer Hayes, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of one hundred sixty (160) pages is a copy of the meeting minutes with supporting background information for a regular Town Council Meeting held on Tuesday 10/20/2020.

Prepared by: Jennifer Hayes

Approved by: Old Orchard Beach Town Council

Approval Date: 12.01.2020

Respectfully Submitted,

Jennifer Hayes

Town Council Secretary

TOWN OF OLD ORCHARD BEACH
Regular Town Council Meeting
TUESDAY, October 20, 2020 @ 6:30pm
Town Hall Council Chambers

PLEDGE TO THE FLAG

ROLL CALL

PRESENTATION

Presentation of Maine Legislative Sentiment

to

V. Louise Reid, Assistant Town Manger

in recognition of

Public Service & Retirement

&

Kim McLaughlin, Town Clerk

recipient of

The Maine Town & City Association's President's Award

PROCLAMATION – *Edrice Bates*

ACKNOWLEDGMENTS

GOOD AND WELFARE

ACCEPTANCE OF MINUTES:

Accept the meeting minutes of Town Council Meeting **and** Town Council Workshop on Tuesday October 06, 2020.

PUBLIC HEARINGS:

(I) Odena Avenue Parking Ordinance

Shall the Town Council of the Town of Old Orchard Beach amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, amending Section 54-187, Odena Avenue, changing parking prohibition from the lefthand side to the righthand side on the section from Seaside Avenue to the seawall, by adopting the underscored language and delting the strikethrough language as follows:

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

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

Julie Ann Whitson, (313-2-1-21), 1 Bay Avenue #21, one year round rental

Louise Haggett, (201-1-7-4B), 221 East Grand Avenue #4B, one seasonal rental

TOWN MANAGER’S REPORT

NEW BUSINESS:

7304 **Discussion with Action:** Approve the Special Event Permit application for Special Olympics to hold their annual Lobster Dip on Friday, January 1st, 2021 from 9 a.m. to when the “Dip” takes place at noon; clean up by 1 p.m. Parking allowed on one side of West Grand Avenue; two police officers required. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided one month prior to the event. Applicant must comply with all applicable restrictions that are in place as a result of emergency declaration by either the Town of Old Orchard Beach or the State of Maine at the time of event. Plan for compliance will be submitted to the Fire Chief and Police Chief for review and approval.

Chair: Shawn O’Neill

7305 **Discussion with Action:** Approve the Special Event Permit application for Competitor ME to hold the annual Chris Cash 5K road race on Saturday, June 26th, 2021. Set up from 4 a.m. to 7 a.m.; race from 8:30 a.m. to 10 a.m.; take down 10 a.m. to 11:30 a.m. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be received by the Town Clerk’s Office at least one month prior to the event.

Chair: Shawn O’Neill

7306 **Discussion with Action:** To appoint Thomas Lacasse as Associate Member to the Zoning Board of Appeals, term to expire 12/31/21.

Chair: Shawn O’Neill

7307 **Discussion with action:** To approve repairs to the HVAC system in the amount of \$49,000 from account number 20115-50450, Town Hall Building and Repairs.

Chair: Shawn O’Neill

7308 **Discussion with Action:** To 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.

Chair: Shawn O'Neill

7309 **Discussion with Action:** 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.

Chair: Shawn O'Neill

7310 **Discussion with Action:** To accept the grant funds in the amount of \$510,000 from the Community Development Block Grant (CDBG) from the State Department of Economic and Community Development to fund architectural and engineering services on the Portland Avenue Affordable Housing Project.

Chair: Shawn O'Neill

7311 **Discussion with Action:** To accept the bid from Anderson Insulation for the insulation work at the Recreation Community Building at the Ballpark and to authorize the Town Manager to enter into a contract in the amount not to exceed \$15,935.00 from account number 51002-50904 CIP Ballpark Comprehensive Structural Plan with a balance of \$16,681.68.

Chair: Shawn O'Neill

#7312 **Discussion with Action:** To accept the bid from Jim Godbout Plumbing & Heating, Inc. for furnace replacement and upgrades to the heating system at the Recreation Community Building at the Ballpark, and to authorize the Town Manager to enter into a contract in the amount not to exceed \$63,477.60 to be funded from following accounts: \$6,241.70 from account number 51002-50911 CIP Ballpark Improvements and Repairs with a balance of \$6,241.70 and \$20,000 from account number 20118-50350 Contingency Expense with a balance of \$150,000.00, and \$37,235.90 from account number 30299-50450 Recreation Programs Building Repairs Account with a balance of \$76,944.59.

Chair: Shawn O'Neill

7313

Discussion with Action: To purchase a Dell Echo Star server virtualization system in the amount of \$109,935.45 from Echostar Technologies funded by a Lease Purchase Agreement in the amount of \$99,999.00 through Androscoggin Bank at 2.07% with five (5) annual installments in the amount of \$20,827.62 and a deposit in the amount of \$9,936.45 from account number 20197-50330 Debt Service Lease Purchase Account with a balance of \$206,882.34.

Chair: Shawn O'Neill

7314

Discussion with Action: To approve an agreement with Palace Playland regarding the seasonal closure of Staples Street Extension and the provision of public parking spaces designated for vehicles with authorized handicapped permits in a form substantially similar to the draft agreement presented to the Council on this date, and authorize the Town Manager to negotiate the final terms and enter into the Agreement on behalf of the Town Council.

Chair: Shawn O'Neill

ADJOURNMENT

Final 10/15/2020
JAH

**Town of Old Orchard Beach
Regular Town Council Meeting
Tuesday, October 20, 2020**

A Town Council Meeting of the Old Orchard Beach Town Council was held Tuesday, October 20, 2020. Chair Shawn O’Neill opened the meeting at 6:33pm.

The following individuals were in attendance:

Town Manager Larry Mead
Councilor Shawn O’Neill – Chair
Councilor Michael Tousignant – Vice Chair
Councilor Jay Kelley
Councilor Kenneth Blow
Town Council Secretary Jen Hayes

PRESENTATION OF MAINE LEGISLATIVE SENTIMENT

A presentation of Legislative Sentiment was delivered by State Senator Justin Chenette, District 31, and State Representative Lori Gramlich, District 13, in recognizing *V. Louise Reid, Assistant Town Manager’s* not only in public service & retirement, but also spoke to Louise’s passion, dedication, and the “one to know” in the Town of Old Orchard.

Senator Chenette & Representative Gramlich delivered Legislative Sentiment to *Kim McLaughlin, Town Clerk* who received the President’s Award from the Maine Town & City Clerk’s Association in September. As noted by Senator Chenette, Kim and her team at the Clerk’s Office, provide a welcoming environment and Kim is a remarkable steward of democracy.

Senator Chenette and Representative Gramlich finished their presentations with a delivery of Legislative Sentiment to *Town Manager Larry Mead* who received the Maine Town & City Manager Association’s Distinguished Leadership & Service award in September – honoring his 41 years in public service and upcoming retirement.

PROCLAMATION – *Edrice Bates*

WHEREAS: Edrice A. Wing was born on October 18, 1920 in Island Falls, Maine; the daughter of Herbert G. Wing and June Edrice Dow Wing;

WHEREAS: Married on December 10, 1941 for 61 years to Herschel E. Bates, prior prior to his passing on June 4, 2003;

WHEREAS: They moved from Biddeford to Ocean Park in 1944; to 12 Lawn Avenue in 1947 and raised one son, Erwin E. Bates; now cherishes two grandchildren and three great grandchildren; Edrice is the eldest of three sisters and two brothers who have since passed away.

WHEREAS: Edrice is a member of the Blue Point Congregational Church; Order of Eastern Star; Wing Family of America; one of the founding members of Old Orchard Beach Friends of the Library; retired after many years of volunteering at the voting polls; enjoys playing bridge, cribbage, listening to recorded books from the library and doing some handiwork such as knitting.

NOW, THEREFORE: We, the Town Council of Old Orchard Beach, Maine, do hereby extend Happy Birthday wishes to Edrice Bates on her 100th birthday; and may the wisdom of her experiences bring joy and enlightenment to all who celebrate with her.

GOOD AND WELFARE

Nancy Frisco – questioned council as to where past projects she had mentioned stood. (i.e., street names on lamp posts). Chair O’Neill stated that the project would be discussed at the next budget cycle (i.e., Feb/March 2021) and agreed to work on the project. Ms. Frisco commented to the fact that all public walkways to beach should be handicapped accessible. Councilor Kelley suggested this project be brought before the upcoming budget talks with estimates from DPW to widen sidewalks.

ACCEPTANCE OF MINUTES:

The Town Council Meeting **and** Town Council Workshop meeting minutes for Tuesday, October 06, 2020 were accepted on Tuesday October, 20, 2020.

Motioned by: Councilor Kelley **& Seconded by:** Councilor Blow.

Vote: Unanimous

PUBLIC HEARINGS:

Odena Avenue Parking Ordinance

The public hearing was opened at 6:47pm by Chair O'Neill

Shall the Town Council of the Town of Old Orchard Beach amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, amending Section 54-187, Odena Avenue, changing parking prohibition from the lefthand side to the righthand side on the section from Seaside Avenue to the seawall, by adopting the underscored language and deleting the strikethrough language as follows:

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

Discussion:

6:47pm - Capt David Hemingway, OOB Police Department, spoke to the parking shift request from the right hand side to the left hand side of Odena Avenue, stating that a shift from left to right would reduce the number of parking spaces to three.

6:47pm – Jason Field, 5 Odena Avenue – identified himself as the person who brought up the original request. Restated the current concerns for why the parking shift from right to left would be beneficial; stating reasons of private property damage (i.e., his fence along Odena Avenue), increase in trash, and both fence

6:52pm – Paul Lebreque, summer resident – questioned why the parking had been changed in the first place from its original designation of left hand side of the street and reduction in number of spaces from seven to three.

7:01pm – Dan Cole – speaking up to parking ending overall. Concerned that parking will erode all around.

Councilor Kelly to Capt Hemingway – questioning why parking went from seven spaces to three. Capt Hemingway stated that consideration for the corner of the street and condominium parking lot. Town Manager Mead stated that research into past meeting minutes from three

years ago would assist in determining the change in parking ordinance and gather additional history.

7:04pm – Jason Field – remarked that the biggest reason for change had to do with the yellow striping along road limiting parking.

7:05pm – Paul Lebreque – stated that up until seven years ago there were five parking spaces. He assumed striping was not maintained, reflecting the spaces available. He mentioned that the biggest issues of parking occurs during the summer tourist season; between the months of July & August.

The public hearing was closed at 7:08pm by Chair O'Neill

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

Julie Ann Whitson, (313-2-1-21), 1 Bay Avenue #21, one year round rental

Louise Haggett, (201-1-7-4B), 221 East Grand Avenue #4B, one seasonal rental

The Public Hearing was opened by the Chair @ 7:09pm. Hearing no comments or discussion the Public Hearing was closed by the Chair @ 7:09pm.

Motioned by: Councilor Tousignant & **Seconded by:** Council Blow.

Vote: Unanimous

TOWN MANAGER'S REPORT

FEMA

Flood elevation decision for new maps and designations. Town appealed the proposed map because FEMA used outdated methodology in York and Cumberland Counties when they have used more accurate methods for the rest of the State and other areas of the Country. The Town's appeal was heard by a panel of experts and their decision was made yesterday. While the panel determined that the Town's data submitted refuted FEMA's approach and corrected or negated FEMA's data, the panel did not direct FEMA to reconsider its decision. The panel's findings put the ball back in FEMA's court regarding next steps. It is not clear when FEMA will decide

whether to revise the proposed maps or not. If FEMA stays with the flawed proposed maps the Town will likely submit an official request for a map revision.

VOTING

Absentee voting is ongoing at the Town Hall during regular business hours. Ballots can be returned in person at Town Hall up until Monday, November 2. You can also deliver your ballot in person on election day at the polling place at OOB High School.

You can also return your ballot at the drop box located at Town Hall up to Election Day (Tuesday, November 3rd) until 8pm. Then the box gets locked and no more ballots are accepted. In person voting on Election Day is at the high school from 8am to 8pm. We ask people to be patient because we will be managing entry to the high school in order to maintain social distancing. Masks will be required.

CDGB Washington Avenue:

Bids were received on the infrastructure project at Fern, West Old Orchard, and a portion of Washington Avenues. Chase Construction was the low bidder and Council will have on the Nov. 17th agenda a motion to contract with Chase for the work, which will begin in the early spring. It includes sewer, stormwater, sidewalks, curbing and paving.

Paving work will continue until weather changes:

Portland Avenue from Cascade to the Beachwoods Condominiums and Miles Avenue were reclaimed and paved with a base application. Finish paving will take place in the spring. 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 Seacliff, Ross Rd, Reggio, Odessa, Park, Cookman, Aldine, Patoine, Pavia, Connecticut and Dube.

NEW BUSINESS:

#7304 Discussion with Action: Approve the Special Event Permit application for Special Olympics to hold their annual Lobster Dip on Friday, January 1st, 2021 from 9 a.m. to when the “Dip” takes place at noon; clean up by 1 p.m. Parking allowed on one side of West Grand Avenue; two police officers required. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided one month prior to the event. Applicant must comply with all applicable restrictions that are in place as a result of emergency declaration by either the Town of Old Orchard Beach or the State of Maine at the time of event. Plan for compliance will be submitted to the Fire Chief and Police Chief for review and approval.

Background: (see attached permit)

Motioned by: Councilor Blow & **Seconded by:** Councilor Kelley

Vote: Unanimous

#7305 Discussion with Action: Approve the Special Event Permit application for Competitor ME to hold the annual Chris Cash 5K road race on Saturday, June 26th, 2021. Set up from 4 a.m. to 7 a.m.; race from 8:30 a.m. to 10 a.m.; take down 10 a.m. to 11:30 a.m. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be received by the Town Clerk's Office at least one month prior to the event.

Background: (see attached special event permit)

Motioned by: Councilor Kelley & **Seconded by:** Councilor Blow

Vote: Unanimous

#7306 Discussion with Action: To Appoint Thomas Lacasse as Second Associate to the Zoning Board of Appeals, term to expire 12/31/21.

Background: (see attached application)

Motioned by: Councilor Blow & **Seconded by:** Councilor Kelley

Vote: Unanimous

#7307 Discussion with Action: To approve repairs to the HVAC system in the amount of \$49,000 from account number 20115-50450, Town Hall Building Repairs with a balance of \$21,000.

Background: (see attached quote)

In July of 2020, the Town Hall was struck by lightning which negatively impacted the HVAC system. The necessary repairs will be paid using funds from the insurance claim which has not yet been received.

Motioned by: Councilor Tousignant & **Seconded by:** Councilor Blow

Vote: Unanimous

#7308 Discussion with Action: To 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.

Background: *(see attached notice, zoning map & agreement)*

Motioned by: Councilor Blow & **Seconded by:** Councilor Kelley\

Vote: Unanimous

#7309 Discussion with Action: 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.

Background: The Szanton Company is proposing to build affordable housing at 36Portland 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: Chair O'Neill acknowledged the hard work of the team to make this project successful.

Motioned by: Councilor Kenneth Blow & **Seconded by:** Councilor Jay Kelley

Vote: Unanimous

#7310 Discussion with Action: To accept the grant funds in the amount of \$510,000 from the Community Development Block Grant (CDBG) from the State Department of Economic and Community Development to fund architectural and engineering services the Portland Avenue Affordable Housing Project.

Background: (see attached council resolution)

Motioned by: Councilor Tousignant **Seconded by:** Councilor Kelley

Vote: 4-0

#7311 Discussion with Action: To accept the bid from Anderson Insulation for the insulation work at the Recreation Community Building at the Ballpark and to authorize the Town Manager to enter into a contract in the amount not to exceed \$15,935.00 from account number 51002-50904 CIP Ballpark Comprehensive Structural Plan with a balance of \$16,681.68.

Background: (see attached Bid Package)

Discussion: Town Manager Mead shared that the change to the Ballpark was to convert the facility into a space in which year round programming for children, 55+ activities, and OOB residents. The plan is to take the Ballpark to the next level. Town Manager Mead recognized the hard work to make the Ballpark a functional resource.

Resident Guy Fontaine spoke with permission by the Chair in regards to the building's winter conversion and the depth of the water pipes. He exclaimed that "the pit" is not weather proof and the projects would be increased costs to tax payers. Additionally he commented that the CIP

fund being repurposed was dangerous. Councilor O'Neill clarified that the CIP fund was not up for debate and further clarified that the account was not earmarked for structural repairs.

Council Blow remarked that he was in favor of this project because of the increased activities within the community; not just baseball, but allows other organizations in Town to use the facility. Yes, concerns re: freezing issues will need to be addressed.

Councilor O'Neill clarified to Mr. Fontaine that the Town voted to maintain ownership of the Ballpark. He thanked Mr. Fontaine for his comments.

Jason Webber, Recreation Department Director, spoke to the many uses the Ballpark has already observed including the 50+ Book Club, Red Hat Society, Child Care Programming, etc. The goal is "to strive to make new memories for our Town and its residents." He further explained that baseball was not being taken away but added to and he wanted the residents to have a piece of that ownership.

Mr. Fontaine's final remarks centered to the fact that if the Town is using the Ballpark, the facility is not ADA compliant, no water sprinklers and no smoke alarms.

Motioned by: Councilor Kelley & **Seconded by:** Councilor Tousignant

Vote: Unanimous

#7312 Discussion with Action: : To accept the bid from Jim Godbout Plumbing & Heating, Inc. for furnace replacement and upgrades to the heating system at the Recreation Community Building at the Ballpark, and to authorize the Town Manager to enter into a contract in the amount not to exceed \$63,477.60 to be funded from following accounts: \$6,241.70 from account number 51002-50911 CIP Ballpark Improvements and Repairs with a balance of \$6,241.70 and \$20,000 from account number 20118-50350 Contingency Expense with a balance of \$150,000.00, and \$37,235.90 from account number 30299-50450 Recreation Programs Building Repairs Account with a balance of \$76,944.59.

Background: *(see attached Bid Package)*

Motioned by: Councilor Kelley & **Seconded by:** Councilor Tousignant

Vote: Unanimous

#7313 Discussion with Action: To purchase a Dell Echo Star server virtualization system in the amount of \$109,935.45 from Echostar Technologies funded by a Lease Purchase Agreement in the amount of \$99,999.00 through Androscoggin Bank at 2.07% with five (5) annual installments in the amount of \$20,827.62 and a deposit in the amount of \$9,936.45 from account number 20197-50330 Debt Service Lease Purchase Account with a balance of \$206,882.34.

Background: *(see attached explanation & quotes)*

The proposed replacement and update of the existing computer system server was approved as part of the FY21 budget process. It includes replacement of existing hardware and acquisition of new Windows server licenses that will ensure ongoing support and updates to the Town's system.

Motioned by: Councilor Blow & **Seconded by:** Councilor Kelley

Vote: Unanimous

#7314 Discussion with Action: To approve an agreement with Palace Playland regarding the seasonal closure of Staples Street Extension and the provision of public parking spaces designated for vehicles with authorized handicapped permits in a form substantially similar to the draft agreement presented to the Council on this date, and authorize the Town Manager to negotiate the final terms and enter into the Agreement on behalf of the Town Council.

Background:

Staples Street Extension is located between W. Grand Avenue and the beach entrance, approximately 300 feet in length. The street is bounded on both sides by Palace Playland. For this reason, during the summer season there is a steady stream of pedestrians crossing the street between the two sides of the amusement park. At the same time there is vehicular traffic seeking

access to the beach, dropping off people and supplies, as well as vehicles looking for parking opportunities. There are eight parking spots on the north side of the street designated for handicapped plate use only. Because the street is a dead-end, motorists are forced to execute three-point turns, which by necessity involves backing up, creating conflicts with pedestrians and posing the risk of injuries.

Town Council held a workshop on September 8 to discuss options for eliminating vehicular traffic in order to address safety concerns stemming from pedestrian and vehicular interaction on Staples Street Ext. Joel and Paul Golder were present representing Palace Playland. They shared their concern with the existing situation given the presence of large numbers of pedestrians mixing with motor vehicle traffic on Staples Street. Following discussion Council expressed support for eliminating vehicular use of the Street during the summer season, and at the same time Council was clear that were the street to be closed to vehicles pedestrian access must be maintained allowing people to access the beach from the intersection with W. Grand Avenue. In addition, were the street to be closed to vehicles Council's intent was that an alternate location be identified to replace at least six of the parking spaces located on Staples Street.

The proposed agreement with Palace Playland would do the following:

- Close Staples Street to vehicles seasonally between April and September.
- Pedestrian access will be allowed between W. Grand Avenue and the Beach.
- Allow Palace Playland to conduct food service and amusement games on Staples Street using kiosks or other similar portable, temporary structures.
- Maintain a public safety corridor approved by the Town the length of the street.
- Utilize a vinyl-coated chain link gate to control access at W. Grand Avenue.
- Six public parking spaces designated for handicapped permitted vehicles will be located on Palace Playland property on W. Grand Avenue and will be managed by the Town.
- Both the Town and Palace Playland will maintain liability insurance and be identified as additional insured parties.
- Agreement is for three years and may be renewed by mutual consent.

Discussion:

OOB resident and business owner, George Pourvalis – W. Grand Ave, complimented the Town Council, the Golders (owners of Palace Playland), and Town Manager Mead for working together to reach a compromise and goal tasking. Mr. Pourvalis' hope was that Public Safety, Pedestrians, then kiosks at Palace Playland, were the priority. His major concern centered on the proposed fence along the roadway and who had key access?

Councilor O'Neill clarified that what was presented this evening was not an agreement, but bullet points in order to draft a finalized agreement.

Councilor Tousignant spoke his concerns re: the proposed kiosks; questioning the numbers left along the sidewalk and stating that a travel lane was required to remain open.

Paula Pourvalis, OOB Resident and business owner – W. Grand Ave, complimented the team for their work. She wanted it noted that in terms of the proposed fencing, it was important that the beach was still visible.

Motioned by: Councilor Blow & **Seconded by:** Councilor Kelley

Vote: Unanimous

@ 7:56pm the Chair closed the Town Council Meeting.

Motioned by: Councilor Tousignant & **Seconded by:** Councilor Kelley.

Vote: Unanimous

Town Council Meeting adjourned at 7:56pm on Tuesday October 20th, 2020.

Agenda Item 7304

APPLICATION INFORMATION

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

1. Name of applicant Special Olympics Maine / Phil Geelhoed, Pres & CEO
Address of applicant 125 John Roberts Rd # 5, So Portland, ME 04106
City State Zip
Phone number of applicant (207) 879-0489 ext 11 Fax (1-888) 490-0672
Cell phone (207) 577-2463 E-mail philg@somaine.org
On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)
Special Olympics Maine
Website address (if an Organization, Firm or Corporation) somaine.org

Type of Event:

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

Charitable Fundraiser

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

Annual Lobster Dip - held (on the beach) in front of The Brunswick. Participants raise funds for charity & "dip" into the ocean.

Will you be using tents? _____ YES NO

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

Will you be using staging? YES NO

4' x 8' stage on beach.
(Stage currently stored @
OOB-PWD)

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

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

Other: played through own PA on beach 1 hr before to 1 hour after participants go into water. PA used to announce event.

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

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

Name _____ Work Phone (____) _____

Address _____
City State Zip

Cell phone (____) _____ Fax (____) _____

E-mail _____

* 4. SET-UP Date for Event 1/1/21 Day of Week Fri from 9am to 11am
Event currently scheduled for Jan 1, 2021.

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

TAKE-DOWN date 1/1/21 Day of Week Fri from 12 noon to 1 pm

RAIN DATE(s) _____ Times _____
(if rain date listed, insurance must list rain date)

5. Location of the Event _____
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event
_____ 0-150; _____ 150-500; _____ 500-1000; _____ 1,000+

* Due to COVID-19, \$ state gathering limits/guidelines. Consideration to do this event in 3 "waves" (gatherings) over several days or over just New Years Day. Wanting to complete everything Jan 2nd-3rd (Fri-Sun).

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

No

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

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

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

Description of merchandise *Possibly hats, t-shirts (lobster dip apparel)*

10. Is the event a Charitable event? YES NO

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

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

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

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

12. List any Event Sponsors:

The Brunswick
Portland Rugby Club

Will admission be charged for the event? YES NO

Will participants be charged for parking? YES NO

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

YES (if yes, please list dates): New Years Day - past 18 years
 NO

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

★ Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services):
Hiring of OOB police personnel. Volunteers to assist with parking. Usually positioned at entrances of Fernold & 4th ave.

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

Times: 2 hr. prior to How many? 2 officers / multiple vol.
2 hr after event(s).

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

This is usually done through OOB P.D.
Name: _____ Phone Number: _____

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

N/A

★ Additional support includes State Police Dive Team; Emergency medical staff & 1st responders.

Will audible devices be used at this event? YES NO

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

PA system on beach for music & announce event.
Same volume as past several years.

Where will the event attendees/participants park? Designated lots working
with Sea View motel & OOB PWD.

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

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

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

If yes, give details: _____

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

Receptacles on Beach. PU & remove all debris
that day.

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

If yes, number needed and location Fernold & 4th Streets.

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

YES NO If yes, please describe:

OOB PWD assists w/this as in the past

Is any other public works assistance needed? 4' x 8' stage delivered by OOB PWD prior to event.

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

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

If yes, explain: _____

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

Promo banner is usually displayed on SBSI front lawn.

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

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

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

Will the alcohol be: _____ Sold; _____ Given away; _____ Both

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

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

20. Will the event involve professional fireworks? _____ YES _____ NO
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? _____
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? _____

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

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

22. Piping Plovers are federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 15th through August 31st of each year. Will this event occur on the beach? YES _____ NO

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

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

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

Our insurer issues coverage cert. for 2021 events approx 1 week prior to 1/1/21.

24. Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)? _____ YES _____ NO. If yes, has the applicant received approval from RSU

#23 or the date the applicant will receive approval?

SPECIAL EVENT PERMIT AGREEMENT

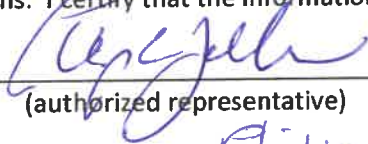
I, Philip Gaelhoed on behalf of Special Olympics Maine
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature:  Date: 10-7-2020
 (authorized representative)

Print name: Philip R. Geelhoed

Print Organization Name (if applicable): Special Olympics Maine

Thank you!

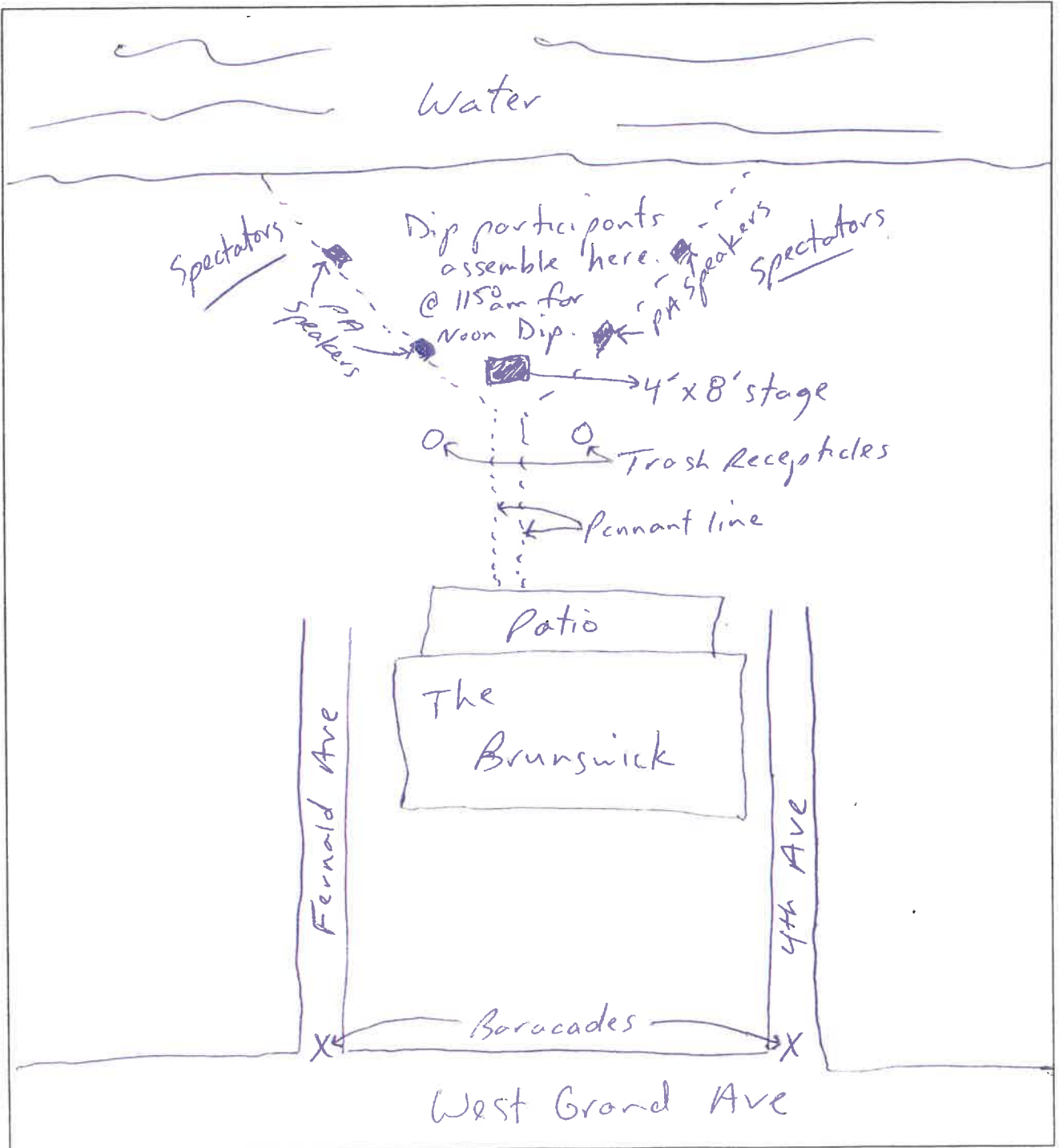
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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

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

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



Agenda Item 7305

APPLICATION INFORMATION

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

1. Name of applicant Jonathan Kelley

Address of applicant 73 Hillside Street Presque Isle ME 04769
City State Zip

Phone number of applicant (207) 745-3780 Fax () _____

Cell phone () _____ E-mail CompetitorME@gmail.com

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

Competitor ME is directing for the Cash Family (Nancy and Bob Kelley)

Website address (if an Organization, Firm or Corporation) www.competitorme.com

Type of Event:

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

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

This 5K is run in honor of Capt. Christopher Cash. The course will use the same course as has been used in the past. We are hoping of using the OOR High School and are communicating with them.

Will you be using tents? _____ YES NO

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

Will you be using staging? _____ YES NO

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

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

Other: _____

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

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

Name Jonathan Kelley Work Phone (207) 745-3780

Address 73 Hillside Street Presque Isle ME 04769
City State Zip

Cell phone () _____ Fax () _____

E-mail Competitor.me@gmail.com

4. SET-UP Date for Event June 26 Day of Week SAT from 4 AM to 7 AM

Date of Event June 26 Day of Week SAT from 8:30 AM to 10:00 AM

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

TAKE-DOWN date JUNE 26 Day of Week SAT from 10:00 AM to 11:30 AM

RAIN DATE(s) - Times -

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

5. Location of the Event OOB High School and 5K course on local roads
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

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

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

Yes, the 5K route will be run and walked on public streets. Please see the attached course map.

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

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

9. Will there be merchandise sold at the event? x YES _____ NO

Description of merchandise Past event shirts and merchandise.

10. Is the event a Charitable event? x YES _____ NO

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

If this event a Regional School Unit #23 event? _____ Yes _____ NO

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

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

Captain Christopher Cash Scholarship

12. List any Event Sponsors:

TBD _____

Will admission be charged for the event? x YES _____ NO

Will participants be charged for parking? _____ YES x NO

Will audible devices be used at this event? YES NO

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

A sound system will be used at the start for announcements plus National Anthem and again at the Finish for announcements and music. Use from 8:00 AM - 10:00 AM.

Where will the event attendees/participants park? High School Parking Lot.

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

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

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

If yes, give details: _____

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

All waste will be removed by CompetitorME from our containers.

Is the use of barricades necessary/requested for this event? No

If yes, number needed and location _____

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

YES NO If yes, please describe:

Will the alcohol be: _____ Sold; _____ Given away; _____ Both

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

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

20. Will the event involve professional fireworks? _____ YES _____ ~~X~~ _____ NO
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? _____
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? _____

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

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

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

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

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

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

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

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

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

24. Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)? X YES _____ NO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

 We have not at this time.

SPECIAL EVENT PERMIT AGREEMENT

I, Jonathan Kelley on behalf of CompetitorME
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature: *Jonathan Kelley*
(authorized representative)

Date: 10/12/2020

Print name: Jonathan Kelley

Print Organization Name (if applicable): CompetitorME

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

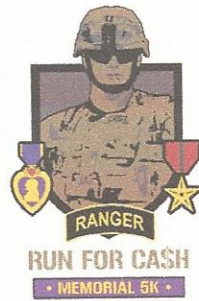
In the space below, please provide the following information. Attach a separate map if necessary.

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

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the site plan sketch mentioned in the text above.



The Run for Cash Memorial 5K honors the life and sacrifice of Army Captain Christopher Cash, 36, of Old Orchard Beach, Maine, died June 24, 2004 in Baqubah, Iraq of wounds sustained during combat operations.

CAPTAIN CHRISTOPHER CASH



Capt. Christopher Scott Cash Sr., died June 24, 2004, in heavy fighting in Iraq while serving in the N.C. National Guard. He was one of three U.S. soldiers who died in Baqubah, a town 35 miles northeast of Baghdad.

A 1985 Old Orchard Beach High School graduate, he was remembered for his athletic excellence and dedication to the military. Cash moved to Old Orchard Beach from Rhode Island when he was 8 years old and grew up in the two-story red house on Cascade Road where his mother Nancy, and stepfather Bob, still live.

At his burial in Pinewood Memorial Park, Cash was posthumously awarded a Bronze Star for meritorious service, a Purple Heart for being injured in battle and a combat infantryman badge for his time spent fighting.

A memorial Service was held at St. Maximilian Kolbe Church on July 24th with the Rev. Dr. David Calhoun presiding. A number of presentations were made on behalf of Veterans, State and Federal representatives. Friends and family shared memories of Chris which included humorous anecdotes and poignant poems.

PROPOSAL

As owner and director of [CompetitorME](#), an event management and timing company located in Maine, I am working with Nancy and Bob Kelley to continue the Run for Cash Memorial 5K during the week of Christopher's Angelversary. We are longtime participants of the event and directed the event in 2019 and 2020 (virtually).

We would like to continue the relationship with the Town of Old Orchard Beach, OOB Police Department, OOB Fire Department, OOB RSU 23, and OOB Public Works. The event has run smoothly due in large part to the partnerships formed with the Kelley's.

While much is still unknown at this time regarding COVID-19, we at CompetitorME have followed Maine CDC COVID Guidelines. Additionally, we developed and instrumented our own COVID Guidelines for the events we managed in person for 2020. The CompetitorME COVID Guidelines can be forwarded as the event draws nearer in 2021.

OLD ORCHARD BEACH HIGH SCHOOL

The Old Orchard Beach High School has been an integral part of the Run for Cash Memorial 5K. It serves as the welcome for all athletes, stages all logistics for the event, and is fundamental to the event's success.

We would like to utilize the gymnasium for packet pick up/registration, welcome ceremony, and the closing ceremony. Additionally, the use of the hallway for food presentation would be appreciated, as well. We would also like the use of bathrooms adjacent to the gymnasium. Any custodial expenses will be paid for by the event.

If possible, we would appreciate access to the High School on Friday, June 25th for set up of the gymnasium by the Kelley's and our staff starting at 9 am. Use of tables and chairs would be nice, as well.

On Saturday, June 26th, the finish line will be set up in front of the school beginning at 4:30 am. We would ask for access to the High School no later than 5:30 am. Volunteers, staff, and participants are expected from 5:30 am until the premises are cleaned and vacated at noon.

OLD ORCHARD BEACH POLICE DEPARTMENT

In preparing a safe course for participants and the public alike, we would like to utilize the OOB Police Department. An integral part of the event in the past, there are several key locations services are needed.

- Saturday, June 26th, 2021- Traffic stopped for the start from approximately 8:15 am until 8:40 am on McCallum Drive/Deer Isle Drive/Emerson Cummings Boulevard, plus Dirigo Road and Emerson Cummings Boulevard.
- Saturday, June 26th, 2021- Traffic stopped for participants from approximately 8:35 am until 8:45 am at the light on Emerson Cummings Boulevard/Union Avenue/Saco Avenue.
- Saturday, June 26th, 2021- Traffic stopped for participants from approximately 8:45 am until 9:30 am at the intersection of Old Orchard Street/Portland Avenue/Saco Avenue.

We will ensure that the course was well staffed with volunteers and coordinate additional logistics with the Department.

Please find the 5K course map attached to this document.

I look forward to hearing about this collaborative effort to honor Captain Christopher Cash.

Respectfully,

Jonathan Kelley



Agenda Item 7306



TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVENUE
OLD ORCHARD BEACH, MAINE 04064

Return: Town Clerk's Office
1 Portland Ave
Old Orchard Bch, ME

The Town Council members are inviting residents interested in serving on various boards/committees to make an application.

NAME THOMAS J LALASSE DATE 7/13/20

ADDRESS 39 WEST GRAND AVE HOME PHONE 207 590 1198

MAILING ADDRESS (if different from above) _____

E-MAIL ADDRESS: tom/lalasse@gmail.com FAX NUMBER: _____

EMPLOYER NAME: THE BRUNSWICK WORK PHONE 207 590 1198

HOW LONG A RESIDENT 19 YEAR ARE YOU A U.S. CITIZEN? YES

Are you a registered voter in Old Orchard Beach? YES NO

Do you own property in Old Orchard Beach? YES NO

Do you have conflicts with meeting times or group assignments? YES NO

If you have previously served on any Boards/Committees in the Town of Old Orchard Beach, please describe your experience:

Are there other background experiences or skills that you feel would contribute to this appointment?
CONSTRUCTION

Why are you interested in this appointment, and what are your goals for this Board/Committee?
COMMUNITY SERVICE

Tom Lalasse
Signature

PLEASE CHECK AREA OF INTEREST

- | | |
|---|--|
| <input type="checkbox"/> Finance Committee | <input type="checkbox"/> Ordinance Revision Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Recycling Committee |
| <input type="checkbox"/> Planning Board | <input type="checkbox"/> Board of Assessment Review |
| <input checked="" type="checkbox"/> Zoning Board of Appeals | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Design Review Committee | <input type="checkbox"/> Community Development Block Grant Committee |
| <input type="checkbox"/> Registration Appeals Board | <input type="checkbox"/> Business License Administrative Board |
| <input type="checkbox"/> Community Animal Watch | <input type="checkbox"/> Ballpark Commission |
| <input type="checkbox"/> Comprehensive Plan Committee | |

Any other committee—Name of Committee: _____

Thomas J. LaCasse
39 West Grand Avenue, Old Orchard Beach, Maine
tomlacasse@ymail.com 207-590-1198

OBJECTIVE: To obtain a position as a member of the Old Orchard Beach Zoning Board

SKILLS & embraced I am a life-long resident of Old Orchard Beach and have been involved,
ABILITIES: and completely support the vision of the Town and what it represents.

EXPERIENCE: My experience includes but is not limited to the following:

- Owner of the Brunswick, employing 140 people year-round with the positive reviews from not only the patrons as well as the local community
2001-Present
- Owner of the Sunset Grill which has also afforded me the opportunity to expand my knowledge on zoning issues that directly affect the Town of Old Orchard Beach
2017-Present
- Owner and President of HFY Properties, building homes in the Town of Old Orchard Beach which has expanded my knowledge of Zoning
2018-Present
- General Manager-Maine Mack Portland
1995-2001
- Regional Manager-Mack Corporate
1988-1995

COMMUNICATION: A manager, owner and facilitator of multiple successful businesses, is a testament to my communication skills and my empathy for others

Agenda Item 7307



PROPOSAL

Proposal Number 30177
Page 1 of 1

To: 3513 THE TOWN OF OLD ORCHARD BEACH 1 PORTLAND AVENUE OLD ORCHARD BEACH ME 04064--		Date 07/30/2020	PO #
		Job Name / Location: O.O.B TOWN HALL 1 PORTLAND AVENUE OLD ORCHARD BEACH TOWN HALL OLD ORCHARD BEACH ME 04064--	
Phone (207)934-4911	Fax (207)934-1750	Phone () -	Fax () -

We are pleased to provide you with the following proposal:

Proposal to provide all labor and material for the replacement of the existing "Barber Coleman" HVAC control system recently damaged by an electrical storm.

The existing control system is obsolete, and no longer supported or manufactured by the factory

Our work to include:

- Removal and disposal of the failed control system.
- The installation of (1) new "Distech" control system.
- This new control system will control the (15) existing VAV boxes, (4) air handlers, (4) a/c condensing units, bathroom exhaust fans, and boiler plant.
- The new front end system will include (1) "Tridium Jace 8000" BACnet certified controller which will allow remote access/supervision, data logging, alarming, scheduling, and network management.
- ***The "Jace" will require a customer provided local IP network connection and IP address***
- The system also to include field level, and remote BACnet controllers to tie into and control all of the building's existing HVAC equipment. (boiler, pumps, valves, fans, relays, contactors, etc)
- The new system will be programmed on the original system design, and sequence of operation.
- All existing valves, actuators, relays and sensors will be reutilized.
- All new controllers to be mounted securely, wired, programmed, and tested.
- We will provide end user training, and as-built system diagrams.
- Exclusions: Overtime labor, and repairs to, or replacement of any faulty mechanical equipment found during the project.

We propose to hereby furnish material and labor - complete in accordance with the above specifications.

Forty Nine Thousand And 00/100 **\$ 49,000.00**

Payment to be made as follows:
Net 15 Days

Authorized Signature _____
 Submitted By: James O'leary
 Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of proposal

Contract Price valid for 30 days. Payment of 25% is due on acceptance- Progress Invoices thereafter- Completion payment due 20 days of invoice. **Signature** _____

Date of Acceptance: _____ **Signature** _____

Agenda Item 7308

**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**

205-1-41
107027
206490

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

16-29-5
1615
14565

206-29-28
1638
17513

Road
14302618

205-1-6
1058
3402

205-1-26
1072
69123

206-29-6
1616
12008

206-29-25
1635
32496

206-29-26
1636
5010

205-1-7
1059
6057

205-1-25
1193

Road
14302618

206-29-8
1618
20063

206-29-9
1619

Not Yet Assigned

206-29-24
1634
9930

205-1-8
1060
10955

205-1-10
1062
20225

206-29-23
1633



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

Agenda Item 7309

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**.
Town Council Meeting Minutes 10.20.2020 - ~~AP~~PROVED

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



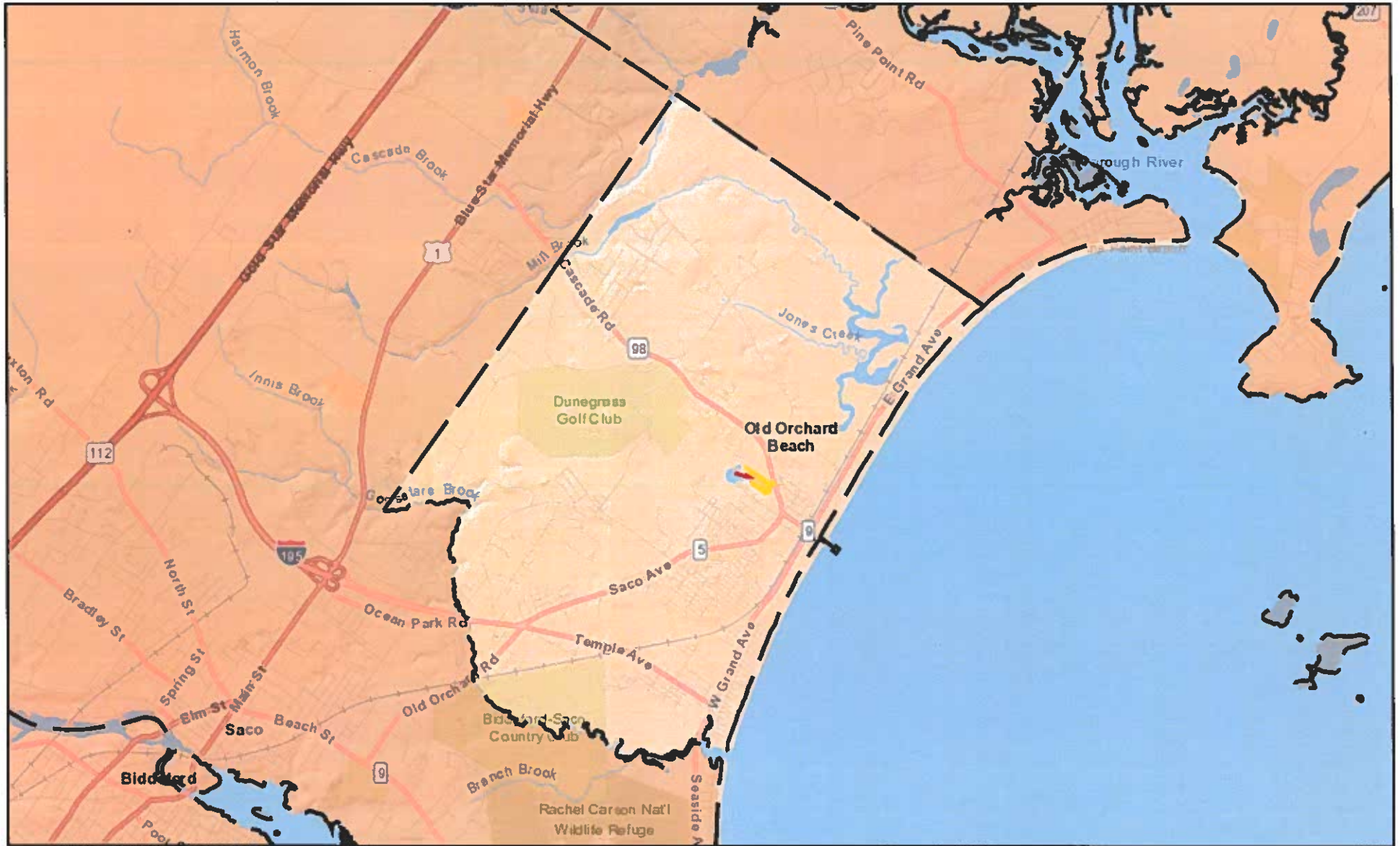
 Milliken Heights AHTIF District (4.76 acres)

Old Orchard_Beach, ME

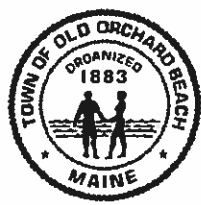
1 inch = 4400 Feet

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

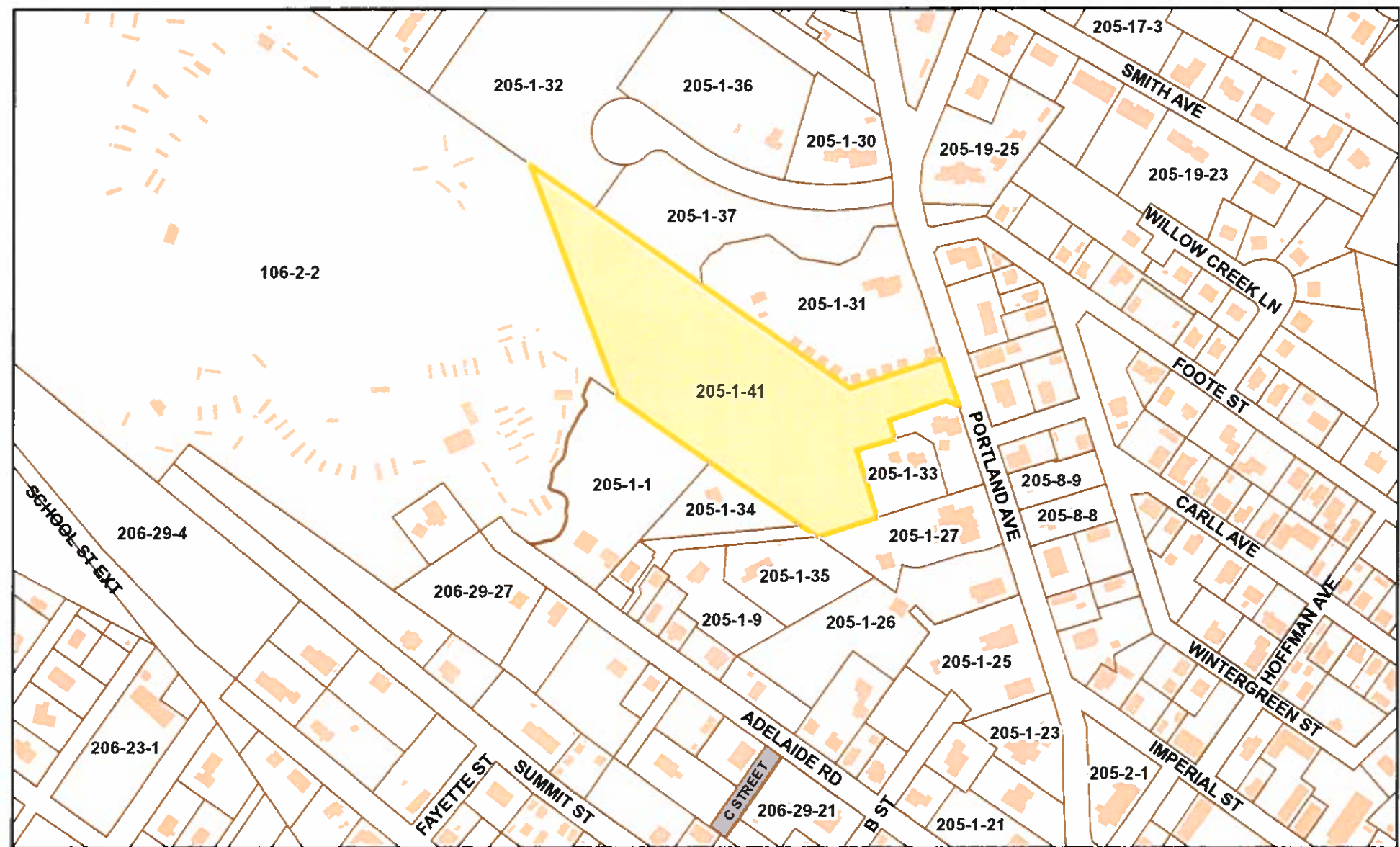


Milliken Heights AHTIF District (4.76 acres)

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: _____

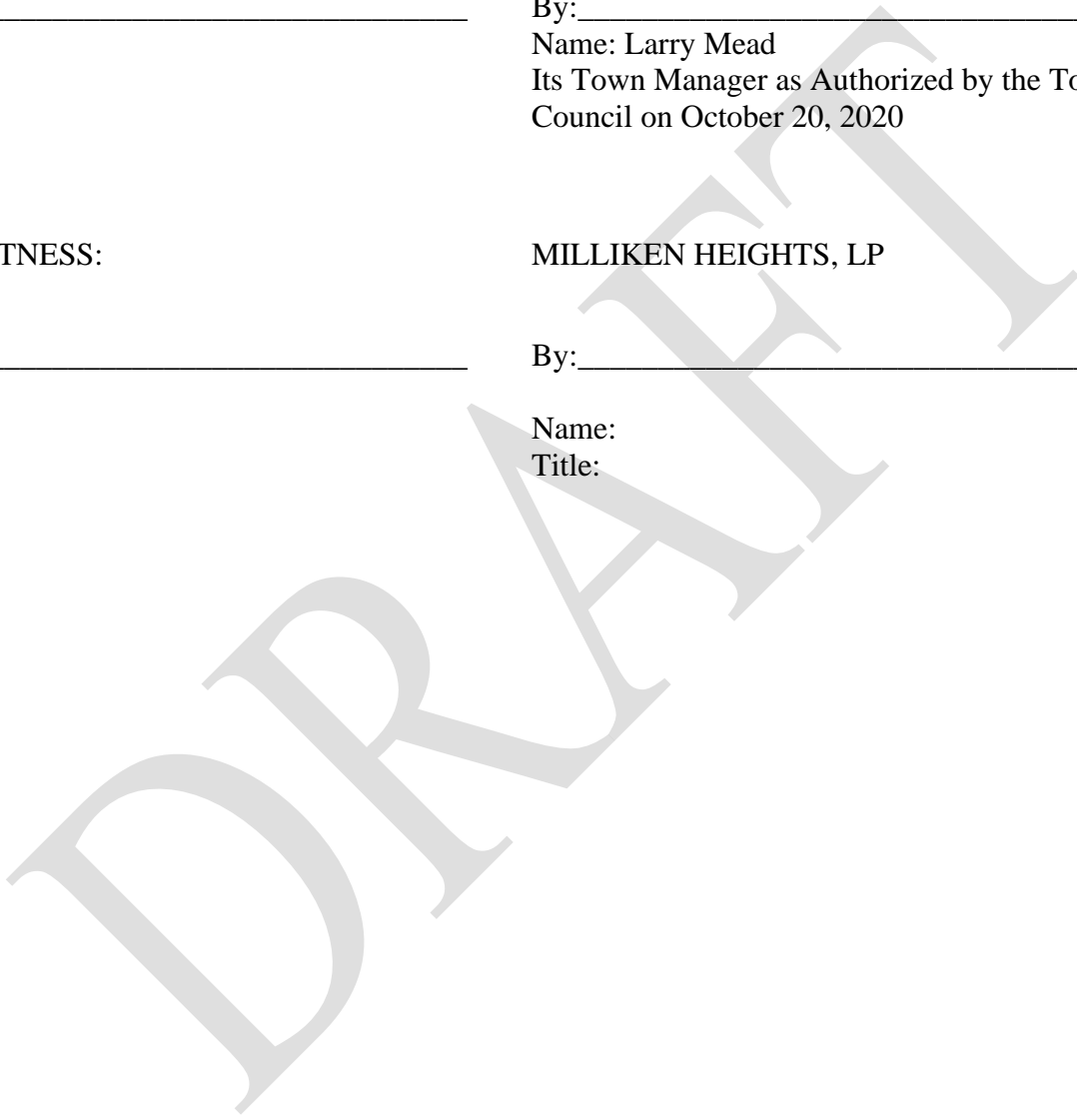
Name: Larry Mead
Its Town Manager as Authorized by the Town
Council on October 20, 2020

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



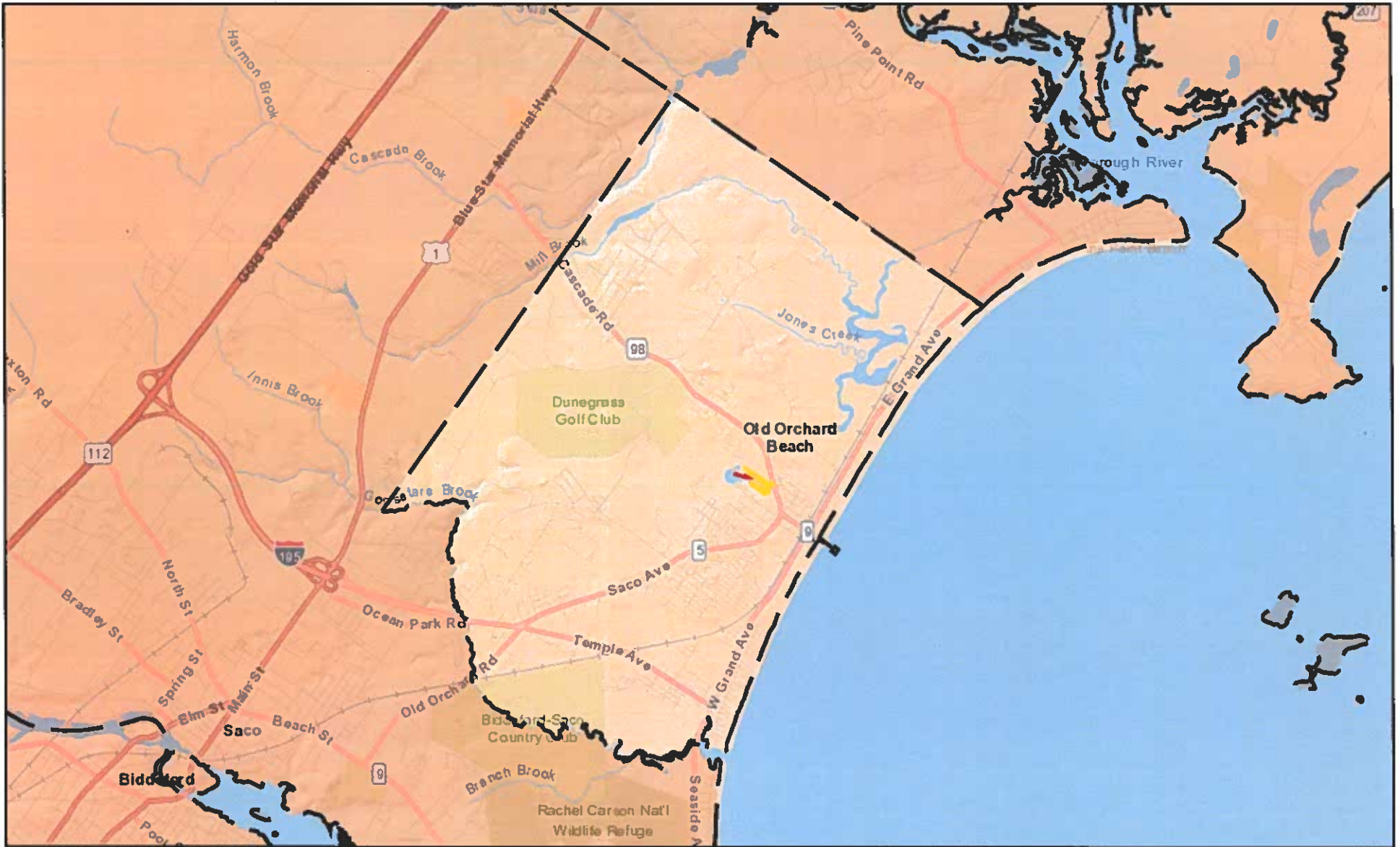
 Milliken Heights AHTIF District (4.76 acres)

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.



MILLIKEN HEIGHTS AFFORDABLE HOUSING DEVELOPMENT



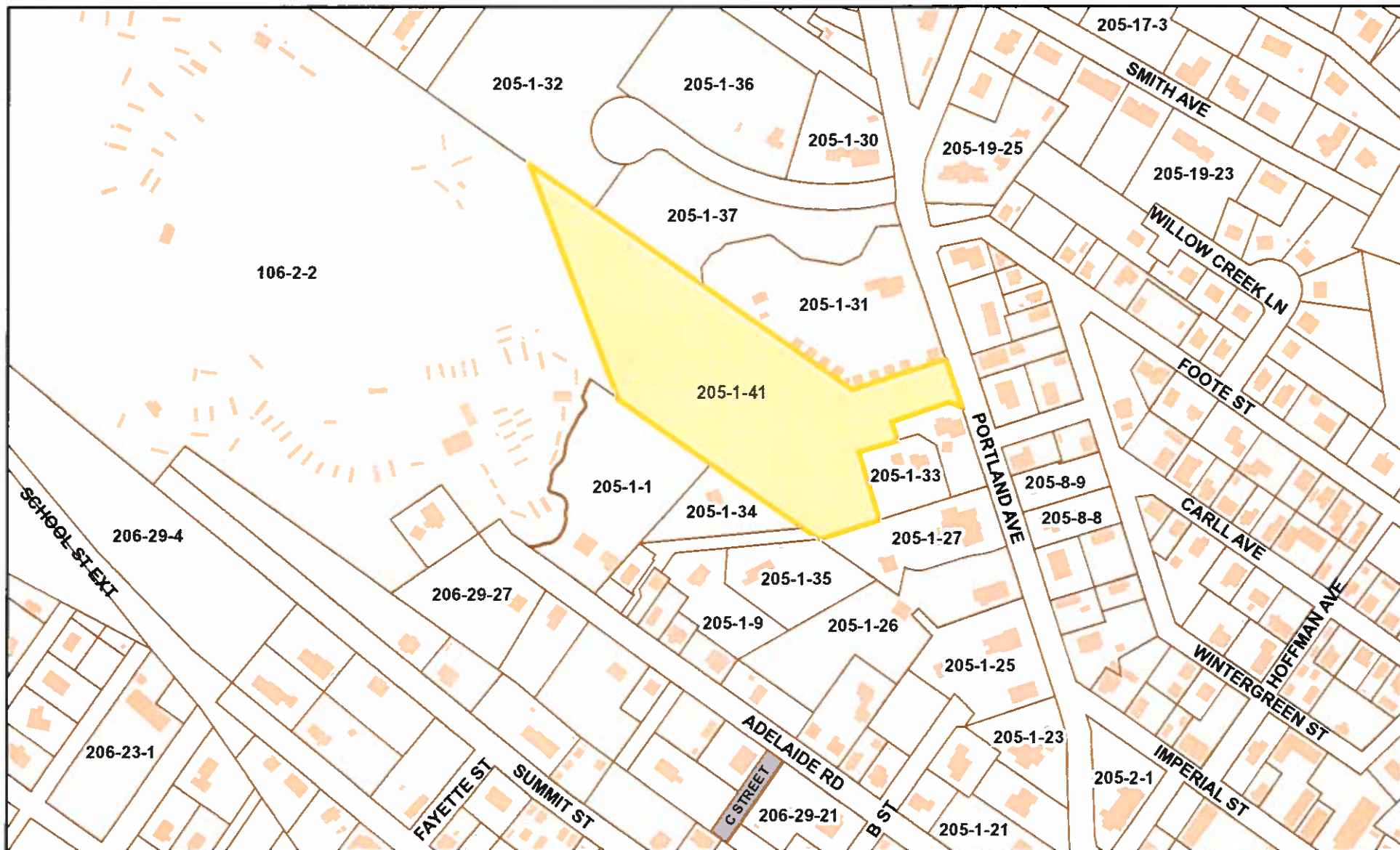
 Milliken Heights AHTIF District (4.76 acres)

Old Orchard_Beach, ME

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.

Agenda Item 7310

COUNCIL RESOLUTION

STATE OF MAINE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the Town of Old Orchard Beach wishes to apply to the Department of Economic and Community Development for a Community Development Block Grant to carry out a community development program; and

WHEREAS, the planning process required by Maine Law and the CDBG Program have been complied with, including participation in the planning process by low and moderate income families and individuals and **the community has conducted at least one duly advertised public hearing**; and

WHEREAS, the Town of Old Orchard Beach is cognizant of the requirement that should the intended National Objective of the CDBG program not be met all CDBG funds must be repaid to the State of Maine CDBG program; and

NOW THEREFORE, be it resolved by the Council of the Town of Old Orchard Beach that the Town Manager:

- 1) Is authorized and directed to submit an application for the Housing Assistance program, in the amount of \$510,000, within the State of Maine's CDBG Program to the Department of Economic and Community Development on behalf of the Town of Old Orchard Beach, substantially in the form presented to this council;
- 2) Is authorized to make assurances on behalf of the Town of Old Orchard Beach as required as part of such applications, and
- 3) Is authorized and directed, upon acceptance of said funds to carry out the duties and responsibilities for implementing and said program, consistent with the Charter of the Community of Town of Old Orchard Beach and the laws and regulations governing planning and implementation of community development programs in the State of Maine.

DATE ENACTED: _____

Municipal Seal

AUTHORIZED SIGNATURES

Name	Date
Name	Date
Name	Date
Name	Date
Name	Date

Agenda Item 7311

Recreation Complex At The Ballpark

Recreation staff has been hard at work, transforming the Town's Ballpark into a community recreational facility since July. Our team has been pulling together to make necessary changes to the complex that welcomes residents for various activities and interests. As COVID continues to hit our country, we have acclimated to our environment and quickly realized that we could use this large facility to fill a need within OOB. We cleaned and organized the entire summer, utilizing our summer camp staff that would otherwise work full-time summer camp, and we went top to bottom over this entire complex.

As summer started to end, we knew that we needed to start making plans for the fall and return to school. Half of our staff returned to their full-time jobs, and we recruited and planned our operations of child care per usual. We were contacted by the school to help fill voids that otherwise would not be necessary to help our school community and families get back to school. We now operate three separate child care programs within our community to help working families and our school community be successful. In doing this, we need space; we need to be safe and follow CDC and DOE guidelines. Right now, as a rec department, we offer District Employee Child Care (For teachers outside of our community), we provide after school care, and we provide full-day child care on Wednesdays when school is not in session for cleaning. Fall has been kind to us, and we have been fortunate the weather has cooperated, but as the winter gets closer, we need to implement "The Winter Plan."

We believe we can all agree that proper child care within our community is vital to get working families back to work. To do this, we need a safe, workable space to offer care consistent with our recreation programming. The Ballpark Clubhouse is that space. Throughout the clubhouse, we have multiple areas that we have cleaned and made available for our multi-use for our community. We have office space that allows for proper distancing among staff; we have large areas for different programs to spread out and allow for creative and educational growth. We can hold meetings, and we can provide safe and meaningful space for residents of all ages come together safely right here within OOB.

The clubhouse offers the rec a space to help take the burden off families that still need to work when and if the schools go back into "Red-Remote Learning." We have the staff, the materials, and the professionalism to take on this need, but now we need the building to be winterized. Our partnership between school, rec, and the town allow this small town to work together for our families in ways that most other villages can not, and that is with SPACE.

Since acquiring the Ballpark Complex, we have had a significant impact on the community. One of the most visible additions to the Ballpark was the development of our half-mile storyboard walk.

Since the ribbon cutting, we have seen many local families using the trails for walking and bike rides. Along the path, you can sit on our picnic tables, watch many of our wildlife around our pond, or visit our new fairy house village.

Our Essential Summer camp kids had the luxury of visiting the Ballpark multiple times this summer. We were able to set up movies to watch in the larger conference rooms, allowing them to separate by age group and get a break from the large group dynamic. The kids got to barrel down the hill on our homemade slip and slide. Abiding by state and sport guidelines, we were able to have baseball clinics, practices, and tournaments from organizations across southern Maine.

Covid-19 has emphasized indoor and outside space, and many organizations have expressed interest or have used our facility.

- Red Hatters
- Boy Scouts
- Youth Restorative program in collaborate with RSU23 and OOBPD
- 50+ programming
- Alcoholics Anonymous
- Southern Maine Men's Baseball League
- Southern Maine River Rats
- Sandlot League
- Interact Club
- Overflow storage of our local food bank.

OOB Ball Park, when first built, created many memories. Now it's time to make more year-round memories. A space OOB residents can be proud of and utilize.

Thank you
Jason Webber
Recreation Director

Town of Old Orchard Beach Maine



**NOTICE OF REQUEST FOR BIDS
RECREATION DEPARTMENT
COMMUNITY BUILDING AT BALLPARK WINTERIZATION PROJECT
October 5, 2020**

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

OBJECTIVES

Bids for the winterization work at the Community Building at the Ballpark 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 Thursday, October 15, 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, 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 – Remove and replace existing furnace and hot water tanks work “Bid Package #1” and building insulation 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 with detail of the work included and must be in a sealed envelope; the outside clearly marked “**Bid for the Community Building at the Ballpark Winterization Project**”, and shall be addressed to Larry S. Mead, Town Manager.

SUMMARY OF WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Project Description
- B. Description of the furnace and hot water tanks work – Bid Package #1
- C. Description of the building insulation work – Bid Package #2

1.02 PROJECT DESCRIPTION

- A. The Project is to restore the building so that it can be used year round.

1.03 DESCRIPTION OF THE FURNACE AND HOT WATER TANK WORK – BID PACKAGE #1

- A. The Work includes labor, material and equipment, services required for the removal of the existing furnace, existing hot water tanks and two propane tanks and the installation of a new furnace and relocating and re-installing hot water tanks. All work shall conform to state and local codes.
1. Remove existing furnace and existing hot water tanks in the mechanical room.
 2. Install a 120,000 BTU American Standard single speed/single state high efficiency 95 plus LP gas furnace. No new hot water tanks for the back of building.
 3. New Furnace to be installed in attic space above mechanical room.
 4. Install new duct mains to existing registers in ceiling for back locker rooms and office space tied to two zones; one for each side. Other existing ductwork, registers and grills shall remain untouched.
 5. Install Honeywell wifi thermostats – specify recommended number of thermostats.
 6. Vent furnace out gable wall with exhaust and fresh air.
 7. Install condensate drains to outside of building.
 8. Install propane Kit. Remove old propane tanks and install two (2) new 420 LP (120 gallon) tanks with gas piping. New tanks will be owned by the Town of Old Orchard. Fire and pressure test new tanks.
 9. In the front space occupied by the Recreation Department: Install ductless mini splits low temp heat pump located in conference room, reception area, multiple offices, back offices, and ticket office. Outdoor units to be installed on stands off the ground. Indoor units to be wall mounted.
 10. Reconnect & test hot water tanks at front of building. Providing hot water for front offices.

11. All electrical work shall be included in the bid and be performed by licensed electrician.

1.04 DESCRIPTION OF THE INSULATION WORK – BID PACKAGE #2

- A. The Insulation Work includes labor and material required to insulate the boiler room and attic.
 1. Remove and dispose of existing insulation in the Boiler Room underside of roof area and replace with R-38 Icynene ProSeal LE closed cell foam 5.5 inches.
 2. Remove and dispose of existing insulation in the Boiler Room gable end walls area and replace with R-21 Icynene ProSeal LE closed cell foam 3 inches.
 3. Remove and dispose of existing insulation in the Boiler Room knee walls area and replace with R-21 Icynene ProSeal LE closed cell foam 3 inches.
 4. Remove and dispose of existing insulation in the Boiler Room exterior walls area and replace with R-21 Icynene ProSeal LE closed cell foam 3 inches.
 5. Install R-49 cellulose open blow 13.33 inches over existing insulation (fiberglass) in Attic Floor.
 6. Install EZ flow minimum expansion foam in the air sealing attic.
 7. Install ventilation in Attic with Accuvent plastic ventilation.

END OF SECTION

BID SUBMISSION FORM FOR BID PACKAGE #1
FURNACE AND HOT WATER TANK WORK

The undersigned proposes to provide the work described under Section 1.03 Description of the Furnace and Hot Water Tank Work for the Town of Old Orchard Beach.

Project Total Cost \$ _____

Company Name: _____

Address: _____

Phone: _____ Email: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Town of Old Orchard Beach

Request for Bids – Community Building at Ballpark Winterization Project

BID SUBMISSION FORM FOR BID PACKAGE #2

INSULATION WORK

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

Project Total Cost

\$ 15,935.00

Company Name:

Anderson Insulation

Address:

PO Box 30 - Saco, ME

Phone:

207-553-0331

Email:

ryan@andersoninsul.com

Authorized Signature:



Date:

10/7/2020

Printed Name/Title:

Ryan Jette GM

* Current lead time = 8 weeks

(800) 472-1717
(207) 653-0331
Fax (207) 602-6185

Anderson Insulation, Inc.

P.O. Box 30
Saco, ME 04072
www.andersoninsul.com

PROPOSAL

Date: 10/7/2020

Job: 504271

Customer: OOB Recreational Department

Job Address

OOB Recreational Department
1 Portland Ave
Old Orchard Beach, ME 04064

7 Ballpark Way - OOB, ME

Workarea	Inventory Item	
Phase: 1	Description: Boiler Room	
Underside of Roof	Remove and Dispose of Existing Insulation	
Underside of Roof	R-38 Icynene ProSeal LE Closed Cell Foam 5.5in	Note: If Fire Rated Paint At Foam Add \$1,365.00
Gable End Walls	Remove and Dispose of Existing Insulation	
Gable End Walls	R-21 Icynene ProSeal LE Closed Cell Foam 3in	
Kneewalls	Remove and Dispose of Existing Insulation	
Kneewalls	R-21 Icynene ProSeal LE Closed Cell Foam 3in	
Exterior Walls	Remove and Dispose of Existing Insulation	
Exterior Walls	R-21 Icynene ProSeal LE Closed Cell Foam 3in	
		\$5,120.00
Phase: 2	Description: Remainder Of Attic	
Attic Floor Open Blow	R-49 Cellulose Open Blow 13.33in Settled	Note: Blown Over Existing (Level Fiberglass Prior)
Air Sealing Attic Penetrations	EZ Flow Min Expansion Foam	
Ventilation	Accuvent Plastic Ventilation Baffle	
		\$10,815.00

ANDERSON INSULATION EXPECTS ALL WORK AREAS TO BE FREE OF DEBRIS AND/OR ANY ITEMS WHICH MIGHT INTERFERE WITH OUR INSTALLATIONS.

We propose hereby to furnish material & labor - complete in accordance with the above specifications, for the sum of : **\$15,935.00**

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

Note: this proposal may be withdrawn by us if not accepted within 30 days. A \$25 fee will be added for each returned check. Late fees of 1.5% per month on all balances 30 days past due.

*** ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

* Terms: **Payment Due Upon Completion**

DATE: 10/7/2020

Ryan Jeffe
Sales Representative

DATE: _____ SIGNATURE _____
Customer

HIC# 198920

BID SUBMISSION FORM FOR BID PACKAGE #2
INSULATION WORK

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

Project Total Cost \$ _____

Company Name: _____

Address: _____

Phone: _____ Email: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Agenda Item 7312

Recreation Complex At The Ballpark

Recreation staff has been hard at work, transforming the Town's Ballpark into a community recreational facility since July. Our team has been pulling together to make necessary changes to the complex that welcomes residents for various activities and interests. As COVID continues to hit our country, we have acclimated to our environment and quickly realized that we could use this large facility to fill a need within OOB. We cleaned and organized the entire summer, utilizing our summer camp staff that would otherwise work full-time summer camp, and we went top to bottom over this entire complex.

As summer started to end, we knew that we needed to start making plans for the fall and return to school. Half of our staff returned to their full-time jobs, and we recruited and planned our operations of child care per usual. We were contacted by the school to help fill voids that otherwise would not be necessary to help our school community and families get back to school. We now operate three separate child care programs within our community to help working families and our school community be successful. In doing this, we need space; we need to be safe and follow CDC and DOE guidelines. Right now, as a rec department, we offer District Employee Child Care (For teachers outside of our community), we provide after school care, and we provide full-day child care on Wednesdays when school is not in session for cleaning. Fall has been kind to us, and we have been fortunate the weather has cooperated, but as the winter gets closer, we need to implement "The Winter Plan."

We believe we can all agree that proper child care within our community is vital to get working families back to work. To do this, we need a safe, workable space to offer care consistent with our recreation programming. The Ballpark Clubhouse is that space. Throughout the clubhouse, we have multiple areas that we have cleaned and made available for our multi-use for our community. We have office space that allows for proper distancing among staff; we have large areas for different programs to spread out and allow for creative and educational growth. We can hold meetings, and we can provide safe and meaningful space for residents of all ages come together safely right here within OOB.

The clubhouse offers the rec a space to help take the burden off families that still need to work when and if the schools go back into "Red-Remote Learning." We have the staff, the materials, and the professionalism to take on this need, but now we need the building to be winterized. Our partnership between school, rec, and the town allow this small town to work together for our families in ways that most other villages can not, and that is with SPACE.

Since acquiring the Ballpark Complex, we have had a significant impact on the community. One of the most visible additions to the Ballpark was the development of our half-mile storyboard walk.

Since the ribbon cutting, we have seen many local families using the trails for walking and bike rides. Along the path, you can sit on our picnic tables, watch many of our wildlife around our pond, or visit our new fairy house village.

Our Essential Summer camp kids had the luxury of visiting the Ballpark multiple times this summer. We were able to set up movies to watch in the larger conference rooms, allowing them to separate by age group and get a break from the large group dynamic. The kids got to barrel down the hill on our homemade slip and slide. Abiding by state and sport guidelines, we were able to have baseball clinics, practices, and tournaments from organizations across southern Maine.

Covid-19 has emphasized indoor and outside space, and many organizations have expressed interest or have used our facility.

- Red Hatters
- Boy Scouts
- Youth Restorative program in collaborate with RSU23 and OOBPD
- 50+ programming
- Alcoholics Anonymous
- Southern Maine Men's Baseball League
- Southern Maine River Rats
- Sandlot League
- Interact Club
- Overflow storage of our local food bank.

OOB Ball Park, when first built, created many memories. Now it's time to make more year-round memories. A space OOB residents can be proud of and utilize.

Thank you
Jason Webber
Recreation Director

Town of Old Orchard Beach Maine



**NOTICE OF REQUEST FOR BIDS
RECREATION DEPARTMENT
COMMUNITY BUILDING AT BALLPARK WINTERIZATION PROJECT
October 5, 2020**

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

OBJECTIVES

Bids for the winterization work at the Community Building at the Ballpark 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 Thursday, October 15, 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, 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 – Remove and replace existing furnace and hot water tanks work “Bid Package #1” and building insulation 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 with detail of the work included and must be in a sealed envelope; the outside clearly marked “**Bid for the Community Building at the Ballpark Winterization Project**”, and shall be addressed to Larry S. Mead, Town Manager.

SUMMARY OF WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Project Description
- B. Description of the furnace and hot water tanks work – Bid Package #1
- C. Description of the building insulation work – Bid Package #2

1.02 PROJECT DESCRIPTION

- A. The Project is to restore the building so that it can be used year round.

1.03 DESCRIPTION OF THE FURNACE AND HOT WATER TANK WORK – BID PACKAGE #1

- A. The Work includes labor, material and equipment, services required for the removal of the existing furnace, existing hot water tanks and two propane tanks and the installation of a new furnace and relocating and re-installing hot water tanks. All work shall conform to state and local codes.
1. Remove existing furnace and existing hot water tanks in the mechanical room.
 2. Install a 120,000 BTU American Standard single speed/single state high efficiency 95 plus LP gas furnace. No new hot water tanks for the back of building.
 3. New Furnace to be installed in attic space above mechanical room.
 4. Install new duct mains to existing registers in ceiling for back locker rooms and office space tied to two zones; one for each side. Other existing ductwork, registers and grills shall remain untouched.
 5. Install Honeywell wifi thermostats – specify recommended number of thermostats.
 6. Vent furnace out gable wall with exhaust and fresh air.
 7. Install condensate drains to outside of building.
 8. Install propane Kit. Remove old propane tanks and install two (2) new 420 LP (120 gallon) tanks with gas piping. New tanks will be owned by the Town of Old Orchard. Fire and pressure test new tanks.
 9. In the front space occupied by the Recreation Department: Install ductless mini splits low temp heat pump located in conference room, reception area, multiple offices, back offices, and ticket office. Outdoor units to be installed on stands off the ground. Indoor units to be wall mounted.
 10. Reconnect & test hot water tanks at front of building. Providing hot water for front offices.

11. All electrical work shall be included in the bid and be performed by licensed electrician.

1.04 DESCRIPTION OF THE INSULATION WORK – BID PACKAGE #2

- A. The Insulation Work includes labor and material required to insulate the boiler room and attic.
 1. Remove and dispose of existing insulation in the Boiler Room underside of roof area and replace with R-38 Icynene ProSeal LE closed cell foam 5.5 inches.
 2. Remove and dispose of existing insulation in the Boiler Room gable end walls area and replace with R-21 Icynene ProSeal LE closed cell foam 3 inches.
 3. Remove and dispose of existing insulation in the Boiler Room knee walls area and replace with R-21 Icynene ProSeal LE closed cell foam 3 inches.
 4. Remove and dispose of existing insulation in the Boiler Room exterior walls area and replace with R-21 Icynene ProSeal LE closed cell foam 3 inches.
 5. Install R-49 cellulose open blow 13.33 inches over existing insulation (fiberglass) in Attic Floor.
 6. Install EZ flow minimum expansion foam in the air sealing attic.
 7. Install ventilation in Attic with Accuvent plastic ventilation.

END OF SECTION

BID SUBMISSION FORM FOR BID PACKAGE #1
FURNACE AND HOT WATER TANK WORK

The undersigned proposes to provide the work described under Section 1.03 Description of the Furnace and Hot Water Tank Work for the Town of Old Orchard Beach.

Project Total Cost \$ _____

Company Name: _____

Address: _____

Phone: _____ Email: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

BID SUBMISSION FORM FOR BID PACKAGE #2
INSULATION WORK

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

Project Total Cost \$ _____

Company Name: _____

Address: _____

Phone: _____ Email: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Town of Old Orchard Beach

Request for Bids – Community Building at Ballpark Winterization Project

BID SUBMISSION FORM FOR BID PACKAGE #1

FURNACE AND HOT WATER TANK WORK

The undersigned proposes to provide the work described under Section 1.03 Description of the Furnace and Hot Water Tank Work for the Town of Old Orchard Beach.

Project Total Cost

\$ 63,477.60

Company Name: Jim Godbout Plumbing & Heating, Inc

Address: 486 Elm Street ; Po Box 365

Phone: 207-283-1200 Email: jim@jimgodbout.com

Authorized Signature: James M. Godbout Date: 10/07/2020

Printed Name/Title: James M. Godbout, President

Jim Godbout Plumbing & Heating Inc.

P.O. Box 365

486 Elm St.

Biddeford, Maine 04005

207-283-1200 fax 207-283-2739

www.jimgodbout.com

September 1, 2020

To: Larry S. Mead, Town Manager
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach, ME 04064

Property Address:

Old Orchard Beach Parks and Rec Department

14 Emerson Cummings Blvd

Old Orchard Beach, Maine 04064

Contact: Jason Webber-423-2044 jwebber@oobmaine.com

Furnace, Hot Water Tanks & Propane Tanks:

Labor, material and equipment required for the removal of the existing furnace, existing hot water tanks and set aside two propane tanks. We shall provide the same labor, materials & equipment to install a new furnace, reconnect hot water tanks for the front offices and install customer owned propane tanks.

Gas Furnace:

Install 120,000 BTU **American Standard single speed/single stage high efficiency 95 plus LP** gas furnace.

<https://www.americanstandardair.com/products/heating-and-cooling/furnaces/s9x1-furnace.html>

This furnace shall be installed in attic space above mechanical room.

We shall install new duct mains to existing registers in ceiling for back lockers rooms and office space tied to two zones one for each side. Other existing ductwork, registers and grills shall not be touched. We shall vent new furnace out gable wall with exhaust and fresh air.

We shall install new Honeywell wifi thermostats.

Propane Tanks:

We shall reinstall gas piping to new 420 LP tanks (120 gallons each) we shall install with first fill included, removing and setting aside old eastern propane tanks.
fire and pressure test.

Ductless Mini-Splits:

Front space occupied by Parks and rec dept.

Install ductless mini splits low temp Hyper Heat MSZ and MUZ by Mitsubishi located in conference room, Reception, multiple offices, back offices, Ticket offices, two 18K, 3-24k multi zone with refrigerant piping and communication wiring completed.

Install condensate drains to outside building.

All outdoor units shall be installed on stands

Line Voltage wiring must be by other not part of proposal.

We shall reconnect water heater for front offices and test.

All work to conform to state and local codes.

Total HVAC proposal as specified \$63,477.60

Agenda Item 7313

Virtualization System Replacement

Bill Botting

10/14/2020

Server virtualization systems allow an organization to run multiple unique computer servers virtually on shared hardware, rather than having to purchase and maintain physical servers for each one. Unlike physical servers, each virtual server is really just a file that contains the operating system, programs, and data of that server. The virtualization system essentially encompasses each of these virtual servers and allows them to operate by mimicking hardware within software, including virtual CPU's, RAM, network adapters, hard drives, etc. This allows for flexibility in increasing capacity as needs change, using the available shared resources in the virtualization environment. It makes backup and disaster recovery easier since the file the virtual server is based on can be easily backed up, moved, and run on another similar virtualization system in another building or in a cloud hosted service.

The current VMware server virtualization system was installed in December 2014 and will become 6 years old during FY 2021. Most of the hardware should be replaced including the 2 physical host servers that run VMware, the EqualLogic storage array, and the 1 GB capable network switches used for iSCSI connections from the hosts to the storage, so that 10 GB switches can be used for faster performance in the new system. The VMware licensing is current and can be transferred to new hosts. But with this system upgrade it is time to purchase new Windows Server licenses to license the virtual Windows servers that run within VMware on the hosts. The old system was licensed for Windows Server 2012 R2, which will no longer be supported after 1/10/2023. Two data backup servers running Quest RapidRecovery purchased at the same time as the virtualization system also need to be replaced due to age. Those servers backup the Town Hall (primary site) virtualization system, and the PSafety02 server at the Police Department (backup site) and replicate the backups to the backup server at the other site.

The solution offered by Dell (via reseller EchoStor) is a traditional virtualization solution based on the industry leading VMware, which is currently licensed to the Town with a 3 host ESXi Essentials Plus license, even though we only have 2 hosts presently. Dell has offered an option with 2 hosts, storage array, and 10 GB iSCSI switches for the Town Hall (primary site), and an additional host server with integrated storage at the Police Department (backup site). A Veeam backup solution is also included to allow backup replication between the primary and backup sites, using the storage within the virtualization systems rather than dedicated backup servers. Veeam backup can also be replicated to a cloud service if necessary so that an additional copy of the Town's data can be saved offsite for additional piece of mind. Having a single high capacity host at the Police Department will also allow the virtualization of new public safety servers as needs arise, and eventually the PSafety02 server when it retires in 2 to 3 years.

Old Orchard Beach Virtualization System Replacement Recommendation

Dell/EchoStor - Option 2				
Description	Units	Cost	Extended	
Town Hall				
PowerSwitch S4112T	2			
Dell ME4024 Storage Array 28 TB HD, 1.9 TB SSD	1			
PowerEdge R440, 128 GB	2			
Police Department				
PowerEdge R540, 256 GB, 36 TB HD, 5.7 TB SSD	1			
Veeam Backup Software	2			
Deployment Services				
			Dell/EchoStor Subtotal	\$ 94,500.00
Microsoft Server Licenses				
Windows 2019 Standard	15	\$ 697.60	\$	10,464.00
Windows 2019 User CAL	165	\$ 30.13	\$	4,971.45
	Total			\$ 109,935.45



Prepared For:

Town of Old Orchard Beach

October 8, 2020

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	60
Option	TELP
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

EchoStor Tech Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor (g)	5 Payments
jk10072020	PowerSwitch S4112; EMC ME4024; PowerEdge R540; PowerEdge R440; Software	\$94,500.00	-	\$94,500.00	0.22002	\$20,791.89

Proposal Expiration Date:
November 7, 2020

PLEASE NOTE:

Personal Property Taxes (PPT) do not apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Cheryl Aldridge

Inside Sales Account Management IV

Dell | Financial Services

office + 1 512 724 3461

cheryl_aldrige@dell.com



Prepared For:

Town of Old Orchard Beach

October 8, 2020

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.

Agenda Item 7314

**AGREEMENT FOR SEASONAL STREET CLOSURE
AND PROVISION OF PARKING SPACES**

THIS AGREEMENT is entered into by and between the Town of Old Orchard Beach (“the Town”) and Palace Playland Associates, LLC (“Palace Playland”).

WHEREAS, Palace Playland is the owner of certain property located at 1 Old Orchard Street, Tax Map 307-2-1, and 1 Staples Street, Tax Map 307-1-1 (the Property); and

WHEREAS, the Palace Playland Property is divided by Staples Street Extension (“Staples Street”), a Town way, running from West Grand Avenue to the beach; and

WHEREAS, the Town wishes to seasonally close Staples Street Extension to vehicular traffic in order to increase safety and enhance pedestrian access to the Property and the beach; and

WHEREAS, the seasonal closure of Staples Street to vehicular traffic will result in the loss of eight (8) parking spaces designated for vehicles with authorized handicapped permits and Palace Playland has space to provide six (6) comparable parking spaces to be administered by the Town for public parking use along the south side of the Property;

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

1. During the time this Agreement is in effect, the Town will annually close Staples Street to general vehicular traffic from May 1, to Indigenous Peoples’ Day a/k/a Columbus Day for a period of three years beginning with the 2021 season. During the times closed the Town will continue to be responsible for the physical maintenance of Staples Street as well as the utilities located over and under Staples Street. The Town will install, and annually remove a vehicular access barrier at the intersection of Staples Street and West Grand Avenue satisfactory

to Palace Playland allowing for pedestrian traffic and emergency vehicles, and which will be opened by the Town for limited vehicular traffic, including when notified by Palace Playland that such opening is necessary for its own purposes. The cost of the barrier will be shared equally between the Parties, and shall be a black vinyl barn door or slider style fence, with the specific design to be agreed upon by the Parties. The Town will maintain a public safety corridor along the length of the street for access by emergency vehicles. Pedestrian access will continue to be allowed along Staples Street between West Grand Avenue and the beach.

2. The Town will allow Palace Playland and licensees to conduct seasonal business activities on Staples Street, including without limitation food service and amusement games, through kiosks or other portable, temporary structures, through a business license granted annually by the Town Council. Any such fixtures must be able to be removed upon not less than 24 hour notice to Palace Playland and to its licensee if the Town requires access to portions of the Street for service to utilities or other municipal maintenance needs, except such notice may be less than 24 hours in the case of an emergency when such notice is not possible. Palace Playland and licensees must comply with all applicable Town ordinances.

3. Palace Playland agrees to provide permission for the Town to use a portion of the Property accessible from West Grand Avenue during the seasonal closure of Staples Street, more particularly as shown on Attachment 1, for the purpose of providing six (6) public parking spaces designated for vehicles with authorized handicapped permits, along with the right of the public to have ingress and egress to those parking spaces. The Town shall provide/erect appropriate signage at its own expense indicating the location of the 6 handicapped spaces as well as prohibiting public parking elsewhere on the Property. The Town will enforce applicable parking

requirements in the six public parking spaces designated for vehicles with authorized handicapped permits.

4. Each Party shall purchase, maintain, and provide evidence of general liability insurance in the amount equal or greater than the liability of a municipality for personal, bodily injury, and property damage under the Maine Tort Claims Act, and shall name the other Party as an additional insured to the extent of this Agreement. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

5. This Agreement shall terminate on October 31, 2023; provided however, that this Agreement shall be automatically renewed for additional year periods annually on October 31 of each year, unless either Party notifies the other Party in writing sixty (60) days prior to the automatic renewal date that it does not wish to renew the Agreement. Notwithstanding the prior sentence, either Party may, between October 15 and January 31 by written notice to the other Party, terminate this Agreement for any reason, upon which notification the obligations in this Agreement shall terminate, including any right to place any temporary kiosks or other business activities notwithstanding any business license provision to the contrary, and the parties shall have no further recourse against each other with respect to the subject matter hereof except as specifically provided as to insurance. In the event that the Town Council elects not to seasonally close Staples Street, Palace Playland will no longer be required to provide the parking spaces on the Property; likewise in the event Palace Playland elects not to provide the required parking under this Agreement, the Town may revoke any business license to allow temporary business activity on Staples Street Extension.

IN WITNESS WHEREOF, the parties hereto, by and through their authorized representatives, have executed this Agreement as of the dates noted below.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.]**

[Signature Page]

TOWN OF OLD ORCHARD BEACH

By: _____
Larry Mead
Town Manager, duly authorized by the Old Orchard
Beach Town Council on _____, 2020

PALACE PLAYLAND ASSOCIATES, LLC

By: _____
Name: _____
Its: _____