



TOWN OF OLD ORCHARD BEACH
Office of the Town Manager

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Town Council Meeting Minutes
Tuesday September 1, 2020

I, Jennifer Hayes, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of sixty-two (62) pages is a copy of the original Meeting Minutes of the Town Council held on Tuesday, September 1, 2020.

Prepared by:	Jennifer Hayes
Approved by:	Old Orchard Beach Town Council
Approval Date:	Tuesday, September 15, 2020

Respectfully Submitted,

Jennifer Hayes
Town Council Secretary

**TOWN OF OLD ORCHARD BEACH
TOWN HALL CHAMBERS
TOWN COUNCIL MEETING
TUESDAY, SEPTEMBER 1, 2020**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, September 1, 2020. Chair O'Neill opened the meeting at 6:32 p.m.

The following were in attendance:

**Chair Shawn O'Neill
Vice Chair Michael Tousignant
Councilor Jay Kelley
Councilor Kenneth Blow
Town Manager Larry Mead
Assistant Town Manager V. Louise Reid
Interim Administrative Assistant Jen Hayes**

ACKNOWLEDGEMENTS:

With great respect we acknowledge the retirement of Minnie Matthews, a resident of Old Orchard Beach, as Customer Service Specialist with the Portland Social Security Office after 38 years of dedicated service.

TOWN OF

Old Orchard Beach THE FINEST, CLEANEST BEACH IN THE WORLD 

August 20, 2020

Ms. Minnie Matthews
5 Oregon Avenue, Unit 206
Old Orchard Beach, Maine 04064

Dear Ms. Matthews:

It is with great appreciation and respect that we honor you on your retirement from service with the Social Security Administration.

Your employment began in August of 1982 in the Biddeford Social Security Office and then in the Portland Office in 1988 as the Customer Service Representative. You were key in keeping the workings of an office which often faced complex problems and even more complex and often unreasonable demands.


Those with whom you worked and served have indicated that you "work hard and go above and beyond on a regular basis to the office operation, the public and your peers; never asking for recognition or anything in return. Your exceptional customer service during your thirty-eight years of public service has been evident by yours strong work ethic and integrity which has shone through whatever task is at hand."


As a member of the Old Orchard Beach Town Council we recognize and congratulate you on your many achievements and wish for great enjoyment and pleasure in the days ahead.

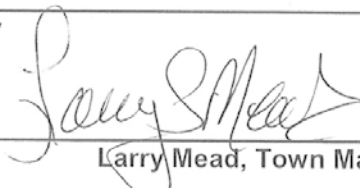
Old Orchard Beach Town Councilors


Chair Shawn O'Neill


Vice Chair Michael Tousignant


Councilor Jay Kelley


Councilor Kenneth Blow


Larry Mead, Town Manager

GOOD AND WELFARE:

GENE RAMISTELLA: He spoke as a resident of his concern for the area of the Pier and the safety issues in that area indicating that he had a video showing the issues. His concern was that there was a need for the Code Officer to check on the code issues that were not being addressed and providing safety concerns to him and his neighbors. He indicated that he had already notified the Fire Marshall and the DEP of the issues and asked them to address them which could, if not addressed, cause legal issues for the Town. He indicated that over the past 90 days he has raised issues and that he felt they have not been addressed.

ACCEPTANCE OF MINUTES:

Accept the Town Council Meeting Minutes of August 18, 2020.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Accept the Town Council Meeting Minutes of August 18, 2020.

VOTE: Unanimous.

PRESENTATION:

TOWN MANAGER:

Award to V. Louise Reid – Volunteer Service through Community Friendly Connection

Three years ago the Town Manager approached the desk of the Assistant Town Manager with the request to head the development of the Community Friendly Connection. The first thing she did was to encourage the commitment of Pat Brown, Helene Whittaker and Holly Korda to take on the mission and goals of the CFC. She very well knew that you need winners at the head of any committee to ensure success. Louise gives credit to these three individuals and the host of volunteers who have, without reservation, taken on the mantle of community service.

From the OOB Community Friendly Connection's mammoth June 2018 – "Imagine, Dream, Believe Event – with 52 non-profit tables lining Old Orchard Street as well as live music, "Touch a Truck", free Vide Game Hub, and a Shredding event as a fundraiser or the OOB Community Food Pantry and Resource Center, CFC has enliven the community and achieved their goals with great success. The Town Council acknowledges with great appreciation the services provided by the Assistant Town Manager and those who have carried the burden of achieving success.

Special Spirit of American Awards Presented by the Town Council to those who spirited the success of this tremendous endeavor.

HOLLY KORDA: As the Leadership Team of OOB Community Friendly Connection, we are here this evening on behalf of the State of Maine Commission for Community Service, Volunteer Maine, and the Governor's Awards for Service and Volunteerism. We are here to honor and recognize volunteer service to the Old Orchard Beach community by V. Louise Reid, Chair of Community Friendly Connection, and to express our sincere appreciation for the service she has offered to our community. A bit of background...Originally, Louise, you were to receive this honor at a ceremony at the Augusta Civic Center. We had five tickets reserved for the

evening last June. COVID-19 had other plans! So, we are here to present the award tonight. Your name is inscribed on the State of Maine 2020 Roll of Honor in recognition of your many hours of volunteer service. Thank you, Louise, you are the heart and soul of OOB! The three of us--Pat Brown, Helene Whittaker, and myself, Holly Korda--knocked heads together, as we have many times for CFC, and our words just touch the surface of our appreciation for your many efforts.

Pat Brown read the written nomination to be entered into Town Council 9/1/2020 records:

V. Louise Reid is the Chair and a co-founder of the volunteer community development organization, Old Orchard Beach (OOB) Community Friendly Connection (CFC). She is a trusted community member with indefatigable stores of energy that she puts to work to help build bridges that weave together multiple age groups and sectors of the community to assure that all residents of the town are heard and included in our community development efforts. This inspiring leader brings a lifetime of achievement in community service as a volunteer, municipal employee, and in the corporate sector to her volunteer role directing her skills in organization, administration, and management over more than six decades to foster Old Orchard Beach as a great place to live, work, play, and do business, and to uphold high community standards that empower residents and enhance relationships. As a founder of OOB's Community Friendly Connection, working with two volunteer co-facilitators on her team, she has led the development of a multi-faceted initiative involving community- and relationship building to improve capacity and quality of life for residents of all ages. Louise and her team have successfully completed more than a dozen infrastructure and community-building activities since the group's founding, including developing a local resource guide, conducting a community-wide needs assessment, establishing transportation and trolley services, developing and passing local tax relief for individuals age 70 and older, and more. Louise has been a tireless leader on all of these efforts, leveraging decades of personal connections and relationships of trust, along with her formidable skills in municipal administration to help transform, engage, and empower residents of the town. Moreover, she has built a diverse team to work with her and carry the vision forward in a sustainable way. The OOB CFC, designated an AARP Age-Friendly Community for all ages, now includes more than 30 regular community members and 20 community partners—and continues to add new members every month. As Chair of the OOB CHC, Louise has demonstrated to the community how residents can work together to empower one another and achieve systematic change. She has coached and guided CFC volunteers as well as local businesses and municipal offices in working through policy and programmatic channels to improve transportation options, create safer streets, improve traffic flows, make tax burdens affordable for older adults, bring together students to help neighbors with winter snow and ice management, or simply to share memories and the vision of community as local demographics and neighborhoods change and evolve over time. The results of her leadership have had a ripple effect through the many specific projects of the CFC, and by engaging (and re-engaging) residents in community revitalization. Helene Whittaker presents Louise with her pin and official document and says: Thank you, Louise for your years of service!

ASSISTANT TOWN MANAGER:

We recognize that without community service we would not have a strong quality of life. The best way to find yourself is to lose yourself in service to others. To give real service you must add something which cannot be bought or measured with money and that is sincerely given with love and commitment. This spirit is sometimes difficult to define or to quantify, but it holds great power and you know it when you see it. We acknowledge with great respect and love the act of community service.

TOWN MANAGER:

2020 SPIRIT OF AMERICA AWARD HOLLY KORDA, MA, PhD

The Town Council of Old Orchard Beach, Maine is recommending the Spirit of America Award to be given to Holly Korda of Old Orchard Beach, Maine.

Holly is an approachable professional whose personal commitment has helped our Town and specifically the OOB Community Friendly Connection (OOB CFC) achieve many of its initiatives. Her keen insight and unique perspective has been instrumental to the CFC's initiatives in reaching out to our community, touching individuals on a daily basis in ways that are meaningful and effective. Since joining the OOB CFC as its Development Team Leader one year ago, she has tirelessly used her expertise to sharpen its focus in ways that has made the group more proficient.

Experienced in the health and social sectors, Holly is a professional in developing, directing, managing and evaluating multi-sectoral innovation initiatives and program portfolios to improve access and outcomes in the health sector. As a consultant she has assisted clients in the public, private, academic and philanthropic sectors. She is highly experienced in organizational infrastructure development, delivery innovations for special populations, management capacity development, and program assessment.

Her focus has been on public and community healthcare delivery networks, evidence-based community-based programs, health promotion and prevention, place-based innovations, and program development and evaluations. She has served in the following positions:

**Senior Vice President/Group Manager/Health Systems Group for
ROW Science, Inc. of Rockville Maryland**

**Practice Director for Community & Services Consultation in Cambridge,
Massachusetts,**

**Project Director/Senior Health Analyst for Abt Associates Inc. in
Cambridge Massachusetts**

**Director of Policy Research & Analysis/Assistant Director, Hospitals and
Ambulatory Care for Massachusetts's Department of Public Welfare.**

**Associate Dean for Community Programs for the University of New England and
Associate Professor of Public Health from 2006 to 2008 in Portland, Maine.**

**Principal/Managing Director for the Health Systems Research Associates – Chevy
Chase, Maryland and Portland Maine from 1999 to 2009. She served as Principal
Consultant for Health Systems Research Associations since 2013; previously**

served as Deputy Director, Systems Research and Initiatives; Director, Center for Policy and Research Translation, and Research Director for Innovative Care Delivery in Portland Maine and Ann Arbor, Michigan for the Altarum Institute from 2009 to 20012.

To have the presence of a highly educated and professional individual in our community who was willing to collaborate with us in the development of Age Friendly initiatives is the greatest attribute one could hope for. She has been instrumental in providing input and direction to the OOB CFC in developing policy and in promotion of Age Friendly initiatives throughout Old Orchard Beach. Holly's dedication to helping mankind is simply remarkable.

It is with great pride that we nominate Holly Korda for the 2020 Spirit of America Award as a representative of Old Orchard Beach, Maine.

HOLLY KORDA: Shared her appreciation for this award and her desire to continue to serve the community in any way possible.

ASSISTANT TOWN MANAGER:

Presentation to Stephanie Moutsatsos

2020 SPIRIT OF AMERICA AWARD

STEPHANIE MOUTSATSOS

Born at the Webber Hospital, Stephanie was brought to the family home on Carlton Avenue where she grew up surrounded by family that encouraged her in all her endeavors. She lives now on Central Avenue in Old Orchard, just down the street from her grandfather's former grocery store.

Stephanie attended the Virginia Governor's School for the Arts and during this time she returned to Old Orchard Beach each summer and secured her first job at the Powderhorn Campground Store on the Cascade Road, working there for twenty-five summers.

As Educational Technician at the Old Orchard Beach High School she provides service in multiple facets including being the Interact Advisor (the High School arm of the Rotary), Yearbook Advisor, Prom Advisor, Senior Internship Co-Chair, and assisting the students with community service outreach. Also additional responsibilities are hers working with the Jameson School Staff Members to coordiante the High School Mentoring Program and serves as the Social Events Coordinator for RSU23.

For the past twelve years, Stephanie has worked for the Old Orchard Beach Recreation Department. She has held positions with the Gull Care program; has been a Summer Camp Director, and currently is the Special Events Coordinator. This position requires that she handles the Concerts in the Park Program, The Beach Wheelchair Program, and assists as a Volunteer with the IronMan Team when they come to Town in August. She has volunteered her time with the Friends of the Ballpark, the Southern Maine Democrats, and the Community Friendly Connection. She is constantly in attendance for the Interact programs.

The remarkable thing about Stephanie is that the above list is only a small fraction of the involvement she has in other volunteer programs. Her town pride is shown

when her family offered the Town the 2015 holiday Christmas Tree that had been planted years ago for her grandfather. Everything that Stephanie does revolves around her love of our community.

Stephanie lives the truth that we are only as strong as is our compassion for those who are weak. For in strength must come the power of understanding and the wisdom to act with gentleness and kind concern for those who are not able to help themselves. She lives the truth that it is in the ability to empathize that one shows true insight and in the ability to aid that we show our real gifts. She is the hallmark of true compassion and strength.

It is with great pride that we recommended Stephanie Moutsatsos for the 2020 Spirit of America Award as a representative of Old Orchard Beach, Maine.

STEPHANIE MOUTSATSOS: She expressed her appreciation to her family for the example they set for her during her life in the need and importance of serving the community.

CAPTAIN DAVID HEMINWAY:

**2020 SPIRIT OF AMERICA AWARD
DEBORAH "Demi" KULACZ**

Demi, as she prefers to be called, is known as one of the most compassionate, warm, and caring people we know. She is a self-starter with her greatest motivation being to learn something new every day and to make a positive difference in another person's life. These are values she regularly demonstrates. She is well known throughout Old Orchard Beach and beyond for her volunteer efforts and for continually reaching out to help people in need. Some of those she encounters have been a bit down on their luck and discouraged with life. Instead of using her abilities to "make things better", she realizes that if given the chance, these individuals will become self-reliant, which she believes to be much more valuable and will serve them throughout their lives. Her compassion, support and encouragement enables them to develop the tools necessary to do things for themselves they never dreamed possible. Empowering others is just one of the many rare qualities Demi possesses.

She learned from her Grandmother YiaYia, Uncle Spero and her Dad Henry to be strong, proud, sensitive, dignified, to have integrity in all actions, to be true to her self-worth, value others, and that being successful means giving back to those in need. At age 3 1/2, Demi contracted polio which required rigorous physical therapy for several years, enough so that her family's many friends and neighbors volunteered to help, something Demi remembers to this day. Others may have been defeated, but not Demi. Polio, as well as other obstacles she experienced in her life, made her the strong, courageous, giving woman she is today.

Demi serves on a multitude of groups to improve what may benefit from improvement and to preserve what is best about our Town. Such groups include MITS (Museum in the Streets Committee), volunteering for the Ironman Triathlon, New England Parkinson's Ride, and the annual Lobster Dip. She serves on the Board of Community Watch Council Board, an organization that works closely with the Old Orchard Beach Police Department and regularly volunteers with VIPS, Volunteer in Police Services, as part of traffic control and public safety efforts throughout Town, and is a member of the OOB Community

Friendly Connection where she has been instrumental in fundraising activities and offers productive, creative suggestions to the group. She is a past OOB Ballpark Commissioner and has volunteered at the Ballpark for various events.

Demi's work and accomplishments are many, but she is best known and respected as a loyal and good friend. We are proud to have recommended her for the Spirit of America Award.

DEBORAH "Demi" KULACZ: She expressed her enjoyment and personal fulfillment in service to her community and also her work with the Community Neighborhood Watch.

PUBLIC HEARING: Zoning Map Amendment

Shall the Town Council of the Town of Old Orchard Beach Amend the most recently adopted Town of Old Orchard Beach General Zoning Map to change a portion of the Industrial Zoning District to the Rural Zoning District, as shown on the Proposed Zoning Amendment Plan dated June 2020 prepared by BH2M, on the property located at Ross Road identified as MBL: 105-2-7?

CHAIR: I open this Public Hearing at 7:11 p.m.

BACKGROUND:

FROM: Planning Staff
SUBJECT: Proposed Ross Road Zoning Map Amendment
DATE: 10 August 2020

This proposal is requesting a change to the zoning map. The zoning map change proposes to extend the Rural District (RD) into a portion of the Industrial District (ID) for a lot located on Ross Rd, MBL: 105-2-7. Currently, the RD district extends into the lot approximately 400 linear feet from Ross Rd with the remainder of the lot zoned ID. This proposal is requesting the continuation of the RD so it follows the proposed 34-lot subdivision boundary lines. The remaining land in the ID will continue to be zoned ID.

On the zoning map excerpt below left, the area with dashed lines and dots is the portion of the ID proposing to change to RD. The subdivision map (center and right below) shows the proposed RD area extension as the darker black lines.

- Proposed use is a single-family residential subdivision and open space
- The purpose of the zoning map amendment is to apply the rural district zoning standards which will benefit the proposed subdivision.
- When we review zoning map amendments we consider two primary tests: consistency with the adopted comp plan and is it spot zoning
- Regarding consistency with the comp plan, we found both the map amendment and the purpose for the amendment are consistent with the comp plan. The Future Land Use Map shows this area should be in the Rural District, not the ID. The Future Land Use Plan policies recommend preservation of rural character through use of clustered residential uses, smaller lot design and creation of open space.
- Also, we feel the change is consistent with the future comp plan as we expect this area will be zoned residential.

- Regarding spot zoning, this type of zoning singles out a property for a specific use classification that is different from what is allowed in the zoning district and is different from how property is currently used in the surrounding area. This map amendment does not include any change to a use classification or introduce a new use to the surrounding area. Single-family uses are associated with this proposal which are already permitted uses. Also, single-family uses are the predominant current land use in the surrounding area and clustered residential uses are across the street and nearby.
- At the July Planning Board meeting the Board voted unanimously to recommend Council adopt the zoning map amendment

Proposal Highlights:

Current Use

The 86-acre lot owned by the Ford Family Trust is currently vacant, undeveloped land. This proposal will change 19 out of the 86 acres from ID to RD. A portion of this land is used for a variety of recreational purposes and is part of what is known as the blueberry fields. Although there is town land nearby, the area associated with the zoning change (approx. 19 acres) is privately owned so its recreational use is not formally authorized. The primary uses directly abutting the 19 acres associated with the zoning district change include undeveloped town owned, undeveloped privately-owned land, and a single-family.

Proposed Use

The applicant intends to create a 34-lot cluster subdivision for single-family residential use. The 19 acres associated with the zoning map amendment will include subdivision lots and open space. In addition to the 19 acres, the applicant intends to acquire an additional 25.5 acres all to be gifted to the Town.

Spot Zoning

The question of “Spot Zoning” is something the Planning Board considered. Spot zoning has been defined as the process of singling out a property for a use classification totally different from the surrounding area for the benefit of the property owner to the detriment of other owners. To determine whether a proposed amendment creates a spot zone, the following should be considered:

- Size of area associated with the amendment. Is it just a small parcel, neighborhood, entire zoning district?
- Use classification and development of adjacent property;
- Relation of amendment to existing zoning patterns and objectives;
- History of the amendment;
- Benefits or detriments to the owner, adjacent owners, neighborhood, town;
- Is the proposed change pursuant to and consistent with the comp plan?

Regarding this zoning change, the purpose is not to allow a permitted or conditional land use that currently is not allowed- residential land uses are allowed in both zoning districts and that will not change.

The primary purpose is to apply RD density standards which allows for a higher density (30,000 sq. ft./unit) when compared to the ID density (75,000 sq. ft./unit).
Comp Plan Consistency

Consistency with the adopted comprehensive plan is another matter the Planning Board considered. Zoning map amendments must be consistent with the currently adopted comprehensive plan.

The 1992 Future Land Use Plan Map (FLUPM) shows not only the 19 acres associated with the proposed change but the entire 86-acre lot within the Rural Zoning District. In fact, the FLUPM changes the ID to the Light Industrial District (L1) and has a significant reduction in land area compared to what is shown on the current zoning map. None of the L1 is located on the lot associated with the change. What this tells us is the zoning district as shown today was not changed to reflect the FLUPM which is why we continue to have the current district designation, ID, and not the zoning district, RD, as proposed by the comp plan. So, it could be argued the zoning district as currently shown is not in conformance with the adopted comp plan- the lot should be entirely in the RD. This proposal will actually make the zoning district consistent with the comp plan.

According to the Future Land Use Plan, the RD designation intent is to “preserve the open, rural character of OOB by encouraging agriculture and forestry uses and discouraging suburban-type residential development activity and assuring that any development that does occur is done in a manner which preserves the aesthetic rural character of the community” (V-3). A read of the above and thought about what could potential exist here (cluster subdivision), it’s natural to question how the development could meet this standard. But, further review of the RD in the Future Land Use Plan shows the recommended policies to preserve rural character include “clustered residential uses, creation of smaller lots for residential developments, and individual lots created as part of the development shall have their frontage on an internal road rather than on an existing Town road” (V-3, V-4). The proposed subdivision falls right in line with the policy to preserve rural character by creating smaller lots, clustering residential uses, creating lots with frontage on an internal road and not a Town road (Ross Rd in this case), and creating formal open space where it informally exists and has no open space protections.

Planning Board Action:

The Board considered this proposal for several months. Two primary issues were: 1. The Board wanted consideration of the subdivision to run on a parallel track as the zoning map amendment and 2. Concern with the property owners’ letter of authorization which applied a condition that made it difficult for the PB to move forward. Both of these issues were resolved with submission of formal subdivision plan and revised letter of authorization which removed the condition.

At the July 2020 meeting, the Planning Board unanimously recommended the Council approve zoning map amendment.

new use to the surrounding area. Single-family uses are associated with this proposal which are already permitted uses. Also, single-family uses are the predominant current land use in the surrounding area and clustered residential uses are across the street and nearby.

- At the July Planning Board meeting the Board voted unanimously to recommend Council adopt the zoning map amendment

CHAIR: I close this Public Hearing at 7:20 p.m.

PUBLIC HEARING:

Shall the Town Council of the Town of Old Orchard Beach Amend the Code of Ordinances, Chapter 78, Article VII, Division 2 - Conditions, Section 78-1278, Solar Energy Systems? This amendment proposes the adoption of a new ordinance regulating Solar Energy Systems.

CHAIR: I open this Public Hearing at 7:21 p.m.

BACKGROUND:

SOLAR ENERGY SYSTEMS ORDINANCE

- Proposed Solar Energy Systems ordinance designed to provide reasonable standards for all solar developments- from single-family rooftop to large commercial facilities
- We found a solar specific ordinance was necessary due to the vague and questionable regulations we currently have- the standards we apply are more associated with water, sewer and electrically infrastructure
- The intent behind creation of this ordinance is to allow solar energy systems to be permissible throughout town without excessive restrictions yet restrictive enough to provide regulation where it's needed
- For example, small single-family rooftop systems can be approved by the code officer and have standards designed to ensure the system is constructed safe and are maintained. Larger commercial systems require PB review and have more detailed standards
- The proposed ordinance has 3 solar energy system size classifications- small, medium and large
- Each classification is based on the surface area they will cover
- Small systems are allowed in almost all zoning districts through the building permit process
- Medium and large are either not permitted or require conditional use review
- All systems will have height, setbacks and coverage requirements
- All systems have other standards designed to regulate safety, visual impacts, glare natural resources and wildlife, O & M, removal, and abandonment.
- At the July Planning board meeting, the Board voted unanimously to recommended the Council adopt the proposed ordinance

**CHAPTER 78 AMENDMENTS – SOLAR ENERGY SYSTEMS
Town Council Review (Aug, Sept 2020)**

Ch. 78 (Zoning), Article VII (Conditional Uses)

Amendment to Chapter 78, Article VII, Division 2 - Conditions, Section 78-1278 – Solar Energy Systems (new language underlined):

Sec. 78-1278 – Solar Energy Systems

(1) Purpose

The purpose of these solar energy system regulations is to promote reduced dependence on nonrenewable energy sources, to design solar energy systems in a manner that minimizes impacts on adjacent properties and to promote systems that are visually compatible with the character of the areas in which they are located and that are not detrimental to public health, safety and welfare.

(2) Applicability

- a) **The regulations in this Ordinance shall apply to all small, medium and large Solar Energy Systems modified or installed after the date of adoption of this ordinance.**
- b) **Any modification, upgrade or structural change that materially alters the size, placement or output of an existing Solar Energy System shall comply with this ordinance.**
- c) **All Solar Energy Systems shall be designed, erected and installed in accordance with all applicable local, state and federal codes, regulations and standards.**

(3) Definitions

As used in this section the terms listed below have meanings set forth below, whether or not such terms are otherwise defined elsewhere in this chapter. Terms not listed below have the same meanings as in section 78-1 of this chapter.

Solar Collector: A device, such as a solar PV cell or a solar thermal collector, that absorbs solar radiation from the sun and transforms it into electricity or heat.

Solar Energy System: Any active Solar Energy System which uses mechanical, physical, or chemical means to convert energy collected from sunlight into an alternative form of energy. Solar Energy Systems include photovoltaic cells, solar hot water heaters, etc.

Solar Energy System, Building-Integrated Photovoltaic (BIPV): Any Solar Energy System that consists of photovoltaic cells and/or panels which are fully integrated into the exterior structure of a building.

Solar Energy System, Building Mounted Photovoltaic: Any Solar Energy System that consists of photovoltaic cells and/or panels which are affixed to the exterior of a building (see definition of Solar Energy System, Roof Mounted).

Solar Energy System, Ground-Mounted: Any Solar Energy System that is structurally mounted to the ground and is not attached to a building; may be of any size (small-, medium, or large-scale).

Solar Energy System, Large-Scale: A Solar Energy System which occupies more than 30,000 square feet of surface area.

Solar Energy System, Medium-Scale: A Solar Energy System which occupies more than 2,000 square feet but less than 30,000 square feet of surface area.

Solar Energy System, Small-Scale: A Solar Energy System which occupies no more than 2,000 square feet of surface area.

Solar Energy System, Surface Area: The total square footage of the solar collector at maximum tilt to the vertical that occupies a given space or mounting surface, also referred to as the projected area of the array.

Solar Energy System, Photovoltaic (PV): A Solar Energy System that produces electricity by the use of semiconductor devices, called photovoltaic cells, which generate electricity when exposed to sunlight. A PV system may be roof-mounted, ground-mounted, or pole-mounted.

Solar Energy System, Roof Mounted: Any Solar Energy System that is mounted on the roof of a building or structure.

Solar Thermal System (Solar Hot Water or Solar Heating Systems): A Solar Energy System that directly heats water or other liquid, or air, using sunlight.

(4) Permitting

a) Solar Energy Systems or devices shall be installed or operated in Old Orchard Beach in compliance with this ordinance and other applicable local, state and federal regulations and codes.

b) Solar Energy Systems may be located within the town zoning districts in accordance with the following table:

Zoning District	Small-Scale	Medium-Scale	Large-Scale
R1	Building permit	Conditional use in CO only	Conditional use in CO only
R2	Building permit	Conditional use in CO only	Conditional use in CO only
R3	Building permit	Conditional use	Conditional use
R4	Building permit	Conditional use	Conditional use in CO only
R5	Building permit	Not permitted	Not permitted
RBD	Building permit	Conditional use	Not permitted
DD1, DD2	Building permit	Conditional use	Not permitted
GB1	Building permit	Conditional use	Conditional use
GB2	Building permit	Conditional use	Not permitted
ID, RD	Building permit	Conditional use	Conditional use
BRD	Building permit	Conditional use	Not permitted

PMUD	Building permit	Conditional use	Conditional use
NCD1, 2, 3	Building permit	Not permitted	Not permitted
NCD4	Building permit	Conditional use	Not permitted
AO	Building permit	Conditional use	Not permitted
HO	Building permit	Conditional use	Not permitted
CO	Building permit	Conditional use	Conditional use
RP	Conditional use	Not permitted	Not permitted
RA	Conditional use	Conditional use	Not permitted
LC	Building permit	Conditional use	Not permitted
GD	Building permit	Conditional use	Not permitted
SP	Conditional use	Not permitted	Not permitted
PB	Not permitted	Not permitted	Not permitted

- c) Solar Energy Systems requiring Conditional Use review shall obtain a building permit following Planning Board Conditional Use approval.
- d) All Solar Energy Systems proposed in Downtown Districts 1 and 2 and Historic Overlay Districts require a Certificate of Appropriateness from the Design Review Committee before receiving a building permit from the Code Enforcement Officer.

5) Dimensional Requirements

a) Height

- 1) Building-integrated photovoltaic systems and roof-mounted Solar Energy Systems shall not exceed the maximum allowed building height or peak of the roof, whichever is greater, in the district they are proposed to be located. Regarding non-residential uses, roof-mounted Solar Energy Systems shall be considered comparable to a building appurtenance and, for purposes of height measurement, shall be consistent with other building-mounted mechanical devices or similar building appurtenances as determined by the Code Enforcement Officer or Planning Board.
- 2) Small-scale ground-mounted Solar Energy Systems in all residential districts specified in Section 78-456 of this chapter shall not exceed twelve (12) feet in height when oriented at minimum tilt to the vertical.
- 3) Ground-mounted Solar Energy Systems in all other zoning districts shall conform to the building/structure height requirements of the zoning district(s) in which they are allowed in.

b) Setbacks

- 1) All ground-mounted Solar Energy Systems shall be regulated by the principal structures setback requirements of the zoning district(s) in which they are allowed in.
 - 2) Ground-mounted Solar Energy Systems shall not be located in front yards in residential districts specified in Section 78-456 of this chapter unless they are sited at least fifty (50) feet from the front property line(s).
- c) Lot Coverage/Calculating Small, Medium or Large Solar Energy Systems Surface Area
- 1) Lot coverage and surface area square footage (or solar collector coverage/horizontal projected area) shall be calculated by measuring the total surface area of the solar collector at maxim tilt to the vertical that occupies a given space or mounting surface.
 - 2) All ground-mounted Solar Energy Systems lot coverage shall be regulated by the maximum building coverage percentage requirements of the zoning district(s) in which they are allowed in except for the following:
 - (i) Industrial District: 85%
 - (ii) Rural District: 60%
 - (iii) Planned Mixed Use Development: 60%
 - (iv) Beachfront Resort District: 60%
 - (v) Residential Beachfront District: 60%
 - (vi) Stream Protection: 20%
 - (vii) Resource Protection: 20%

6) Additional standards for building integrated, building-mounted photovoltaic, roof-mounted and small-scale ground-mounted Solar Energy Systems

- a) All wiring must comply with the National Electrical Code, most recent edition, as amended and adopted by the town of Old Orchard Beach.
- b) Before operation, electrical connections must be inspected by the Code Enforcement Officer or their designee.
- c) Any connection to the public utility grid must be inspected by the appropriate public utility unless waived by the public utility.
- d) Roof-mounted and building-mounted solar collectors shall meet all applicable fire safety and building code standards.
- e) If a Solar Energy System ceases to perform its originally intended function for more than twelve (12) consecutive months, the property owner shall remove the System and associated equipment within 90-days after the end of the twelve (12) month period.
- f) Each Solar Energy System and associated equipment shall be maintained as necessary to ensure that it is operating safely and as designed over its useful lifetime.

7) Additional Standards for Medium- and Large-Scale Ground-Mounted Solar Energy Systems

In addition to the standards above, medium- and large-scale ground-mounted Solar Energy systems shall comply with the following:

- a) Utility Connections – Reasonable efforts, as determined by the Planning Board, shall be made to place all utility connections from the solar photovoltaic installation underground, depending on appropriate soil conditions, shape, and topography of the site and any utility requirements of the utility provider.
- b) Safety – The Solar Energy System owner shall provide a copy of the conditional use application to the Fire Chief for their comment. All means of shutting down the Solar Energy System shall be clearly marked on the plan.
- c) Visual Impact – Reasonable efforts, as determined by the Planning Board, shall be made to minimize visual impacts by preserving natural vegetation, screening abutting properties, and protecting scenic resources. Support structures for ground-mounted solar facilities shall, to the extent reasonably feasible, use materials, colors and textures that complement the site context.
- d) Glare – Solar panel placement shall be prioritized to negate any solar glare onto nearby properties, public gathering places or roadways without unduly impacting the functionality or efficiency of the Solar Energy System.
- e) Natural Resources – Reasonable efforts, as determined by the Planning Board, shall be made to protect wetlands, watersheds, working agriculture lands, surface waters, slopes greater than twenty percent (20%), as well as Undeveloped Habitat Blocks, High Value Plant and Animal Habitats and Focus areas of Ecological Significance as mapped by the Maine Department of Inland Fisheries and Wildlife’s Beginning with Habitat Program.
- f) Wildlife Corridors – To enhance and protect wildlife habitat connectivity, reasonable efforts, as determined by the Planning Board, shall be made to preserve and create wildlife corridors through and around Solar Energy System projects.
- g) Operations and Maintenance Plan – The project applicant shall include an operation and maintenance plan, which shall include measures for maintaining safe access to the installation as well as other general procedures for operational maintenance of the installation.
- h) Signage – Signs identifying the owner or operator and a 24-hour emergency contact phone number shall be placed on the Solar Energy Systems facility. All other signage shall comply with all applicable standards in this Chapter.
- i) Emergency Services – The owner or operator of a Solar Energy System shall provide a copy of the as-built plan and electrical schematic to the Fire Chief. Upon request the owner or operator shall cooperate with the Fire Chief in developing an emergency response plan. All means of shutting down the system shall be marked on the plan. The owner or operator shall identify a person responsible for public inquires throughout the life of the installation. Site access shall be maintained to a level acceptable to the Fire Chief.
- j) Installation Conditions – The owner or operator of the Solar Energy System shall maintain the facility in good condition. Maintenance shall include painting, structural repairs, access road repairs and maintenance, groundskeeping, and integrity of security measures.

- k) Removal – Any Solar Energy System which has reached the end of its useful life or has been abandoned shall be removed. The owner or operator shall physically remove the installation no more than one (1) year after the date of discontinued operations. The owner or operator shall notify the Code Enforcement Officer by mail of the proposed date of discontinued operations and plans for removal and decommissioning. Decommissioning shall consist of:
- 1) Physical removal of all Solar Energy Systems, structures, equipment, security barriers, and transmission lines from the site.
 - 2) Disposal of all solid and hazardous waste in accordance with local, state, and federal rules and regulations.
 - 3) Stabilization or re-vegetation of the site as necessary to minimize erosion.
- l) Abandonment
- 1) Absent notice of proposed date of decommissioning or written notice of extenuating circumstances, a Solar Energy System shall be considered abandoned when it fails to generate electricity for more than one (1) year without having first obtained the written consent of the Code Enforcement Officer. Determination of abandonment shall be made by the Code Enforcement Officer.
 - 2) If the owner or operator of the Solar Energy System fails to remove the installation in accordance with the requirements of this section within one (1) year of abandonment or the proposed date of decommissioning, the Town retains the right to use any and all legal or available means necessary to cause an abandoned, hazardous, or decommissioned Solar Energy System to be removed.
- m) Performance Guarantee - At the time of approval, the applicant for a new medium or large-scale Solar Energy System shall submit to the Town a performance guarantee in the amount of 150% of the estimated demolition and removal cost of the System. The owner may apply to the Planning Board for release of the guarantee at such time that it or its assigns remove the System and associated abandoned structures, and such completed removal is found to be satisfactory by the Town. The performance guarantee shall automatically renew after the expiration date.

CHAIR: I close this Public Hearing at 7:20 p.m.

PUBLIC HEARING:

Shall we Amend the Code of Ordinances, designating Fern Avenue one way entering from First Street to Washington Avenue in the westerly direction and designating West Old Orchard Avenue one way entering from Washington Avenue to First Street in the easterly direction?

CHAIR: I open this Public Hearing at 7:21 p.m.

BACKGROUND:

The Town Council has previously approved acceptance of a \$1 million federal CDBG grant and appropriated capital improvement funding for infrastructure improvements to Fern Ave, W. Old Orchard Ave and a portion of Washington Ave. In July town voters approved the appropriation of \$1 million in local funds for this purpose, in addition to the federal funds. The infrastructure work includes sewer, water and stormwater replacement and improvements, as well as sidewalk, curbing and road reconstruction. Because of the narrow right-of-way dimension and the increased width of the sidewalk from existing conditions, traffic flow would be made one-way in order to maintain safe flow of traffic. The proposed flow of traffic on Fern Ave is one-way from First Street to Washington Ave and on W. Old Orchard Ave is one-way from Washington Ave to First Street. There will be an 8' parking allowance and a 16' travel lane on both streets. The sidewalk improvements will increase the width to 5.5 feet, including the curb, in order to meet required federal standards for ADA accessibility. As is currently the case the sidewalk will be located on one side of the street on Fern and W. Old Orchard. Parking is currently limited to one side only and that will remain the same.

A neighborhood meeting was held on January 8th to provide information to residents and property owners. The Council conducted a public hearing regarding the proposal for one-way streets on January 21. In addition, a notice of the January 8 meeting, the January 18 public hearing, and the September 1 public hearing was mailed to all property owners and residents. The project will be put out to bid in the fall with work beginning either late this year or early next year.

MARK KOENIG: He spoke in favor of this Amendment and indicated that he had spoken to several of his neighbors who agreed with the amendment as indicated.

LISA MORRISON: expressed concerns regarding curb cut and her property line. Owner of dwelling was instructed to contact Town Manager's Office with her contact information.

A telephone call from Dan Blaney to the Assistant Town Manager brought to light that after living in this neighborhood for 76 years; his family living there for 79 years; he had no negativity to the changing of this Code of Ordinances. He said his neighbors with whom he had talked had no issues with the change. He indicated that there are 275 streets in Old Orchard and there are only five other streets that are one-way including Cliff Avenue, Dune Street, Veterans Square, Seaview Street, and 1/2 of Hoffman. He also indicated that his neighbors feel it would increase the assessed value of their homes making it more valuable to them.

A letter of support was also received by the Town Council from Margaret Jones and her husband of 43 West Old Orchard Avenue in which indicated that they have lived on West Old Orchard Street for over 40 years and they love living in Old Orchard Beach. Although there have been minor water issues from faulty pipes and backed-up sewer lines, they applauded the efforts of the Town so secure grant money to provide their street as well as Fern and Washington Avenue with new sewer and water lines. They were concerned about the new sidewalks fearing it may cause the destruction of a Chestnut tree that stands in front of their house. This tree is the last remaining tree on the block and provides much needed shade in the summertime. Their house is well over 100 years old and its windows are not designed for air conditioners so it provides some relief in the increasingly hot summers. They are requesting the tree not be taken down for it is a host for nesting birds and squirrels. This continuing cycle of life has been going on for more than 40 years. They reminded the Council that Old Orchard Beach was named after an Apple Orchard. They wanted to highlight the majestic and historic

trees that we have left. The children of Dr. Thibodeau who lives on the street also agreed with the change.

**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 September 1st, 2020 at 6:30 p.m. to consider the following:

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, Fern Avenue and West Old Orchard Avenue, designating both as one-way street, by adopting the underscored language as follows:

Fern Avenue. Fern Avenue is designated as “one way”. Vehicles shall be allowed to enter First Street to Washington Avenue and proceed in an westerly direction. There shall be no parking on the right side (facing the ocean) of Fern Avenue.

West Old Orchard Avenue. West Old Orchard Avenue is designated as “one way”. Vehicles shall be allowed to enter Washington Avenue to First Street and proceed in an easterly direction. There shall be no parking on the left side (facing the ocean) of West Old Orchard Avenue.

It was proposed that one way travel proposed for Fern Avenue and West Old Orchard Avenue will limit working width on the existing roadway; sidewalk widths extended to meet ADA standards; provide adequate travel lane width; and review with the Town Public Safety.

CHAIR: I close the Public Hearing at 7:35 p.m.

PUBLIC HEARINGS BUSINESS LICENSES AND APPROVAL:

CHAIR: I open the Public Hearing at 7:35 p.m.

Elizabeth Anderson (312-13-9), 71 Atlantic Ave, one year rental; and Paul & Susanne King (318-8-5), 37 Reggio Ave, one seasonal rental,

CHAIR: I close the Public Hearing at 7:36 p.m.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the Business Licenses as read.

VOTE: Unanimous.

PUBLIC HEARING AMUSEMENT PERMITS AND APPROVAL:

CHAIR: I open this Public Hearing at 7:35 p.m.

HFY Enterprises Inc. dba/Oceanside Grille at the Brunswick – Music – Inside – 1:00 p.m. to 12:30 a.m. (change from 11 a.m. to 1 a.m. last year), and Outside 1:00 p.m. to 12:00 a.m. (change from 11:00 a.m. to 12:30 a.m. last year).

CHAIR: I close the Public Hearing at 7:35 p.m.

MOTION: Councilor Blow motioned and Councilor Tousignant seconded to Approve the Amusement Permit as read.

VOTE: Unanimous.

TOWN MANAGER'S REPORT:

Household Hazardous Waste – OOB residents can dispose of household hazardous waste this Saturday, September 12th, at the City of Biddeford Public Works Department, 371 Hill Street, from 8:00 a.m. to noon. You must show proof on OOB residency. This is the final opportunity this year for free disposal of household hazardous waste. You can find a listing of what can and cannot be disposed of on the Town's website under Upcoming Events.

Property Tax Bills – These were mailed last week. The due date for the first half of the year is September 23rd. We encourage people to avoid waiting in line here at Town Hall by mailing your tax bill, paying on line, or using the drop box in front of Town Hall. This year's tax rate is \$15.42, which is a reduction of eight cents from last year's tax rate. More significant is that the total amount of property taxes is being raised for the municipal budget is lower this year that it was last budget year. As a result, the tax bill will either remain the same or decrease for about 80 % of our property owners.

Administrative Review Board will meet on Thursday, September 17th at 2:00 in the Town Council Chambers to review the status of the business license of GFB Scottish Pub, as requested by Town Council.

Absentee Voting: The Town Clerk's office is already experiencing a large demand for absentee ballots for the November 3rd election. We encourage all of our voters to consider voting absentee in this election because of COVID-19 restrictions will result in much longer lines and longer waits to vote on Election Day, due to limitations on the number of people allowed at one time in the High School Gymnasium where voting will be taking place. For your convenience, for your health and the health of the election works, please plan ahead and vote absentee this year. In addition, if you have moved and not changed your address in voter registration, or if you are not registered to vote, please come to Town Hall prior to election day and register.

A reminder that we do not have ballots from the State yet and will not have them until the first week in October at the earliest. So if you have requested to vote absentee you will not receive an absentee ballot in the mail until October at the earliest. If you have questions about voting or want to check on your voter registration status, call the Town Clerk's office at 934-4042.

NEW BUSINESS:

7273 Discussion with Action: Convey foreclosed property identified as 32 WEST OLD ORCHARD AVE, Parcel Numbers 00312-00009-00002 to owners of record ESTATE OF KAY SPEAR, for the total amount of \$86,512.56 in outstanding taxes and accumulated interest, due on the effective date of conveyance, including FY1997 through FY2021 taxes, plus any legal costs incurred by the Town of Old Orchard Beach.

BACKGROUND:



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PARCEL: 00312-00009-00002

LOCATION: 32 WEST OLD ORCHARD AV

OWNER:
 SPEAR KAY ESTATE OF
 32 W OLD ORCHARD AVE
 OLD ORCHARD BCH ME 04064
 USA

STATUS:
 SQUARE FEET 4,800
 LAND VALUATION 61,200
 BUILDING VALUATION 81,500
 EXEMPTIONS 0
 TAXABLE VALUATION 142,700
 INTEREST PER DIEM 9.79

LEGAL DESCRIPTION:

DEED DATE: 06/01/1979 BOOK/PAGE: 020

INTEREST DATE: 09/01/2020

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2021	RE-R	2005897				
1	RE TAX AMT		1,100.22	1,100.22	.00	1,100.22
2	RE TAX AMT		1,100.21	1,100.21	.00	1,100.21
			2,200.43	2,200.43	.00	2,200.43
2020	LIEN	236				
1	REAL ESTAT		2,211.85	2,211.85	13.63	2,225.48
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		98.84	98.84	.00	98.84
			2,371.92	2,371.92	13.63	2,385.55
			2,371.92	2,371.92	13.63	2,385.55
2017	LIEN	203				
1	REAL ESTAT		2,110.29	2,110.29	473.51	2,583.80
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		78.71	78.71	.00	78.71
	LIEN CERT		7.23	7.23	.00	7.23
			2,257.46	2,257.46	473.51	2,730.97
			2,257.46	2,257.46	473.51	2,730.97
2016	LIEN	207				
1	REAL ESTAT		1,856.89	1,856.89	538.44	2,395.33
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		70.93	70.93	.00	70.93
	LIEN CERT		7.23	7.23	.00	7.23



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YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
	LIEN CERT		7.23	7.23	.00	7.23
			2,003.51	2,003.51	538.44	2,541.95
			2,003.51	2,003.51	538.44	2,541.95
2015	LIEN	221				
1	REAL ESTAT		2,318.30	2,318.30	833.19	3,151.49
	30 DAY FEE		3.00	3.00	.00	3.00
	MAIL		7.23	7.23	.00	7.23
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		95.37	95.37	.00	95.37
	LIEN CERT		7.23	7.23	.00	7.23
	LIEN CERT		7.23	7.23	.00	7.23
			2,489.36	2,489.36	833.19	3,322.55
			2,489.36	2,489.36	833.19	3,322.55
2014	LIEN	222				
1	REAL ESTAT		1,953.13	1,953.13	840.54	2,793.67
	30 DAY FEE		3.00	3.00	.00	3.00
	MAIL		7.23	7.23	.00	7.23
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		72.27	72.27	.00	72.27
	LIEN CERT		7.23	7.23	.00	7.23
	LIEN CERT		14.46	14.46	.00	14.46
			2,108.32	2,108.32	840.54	2,948.86
			2,108.32	2,108.32	840.54	2,948.86
2013	LIEN	217				
1	REAL ESTAT		1,985.09	1,985.09	991.73	2,976.82
	MAIL		6.83	6.83	.00	6.83
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		39.00	39.00	.00	39.00
	INT.AT LIE		79.57	79.57	.00	79.57
	DISC XTRA		6.00	6.00	.00	6.00
	LIEN CERT		6.86	6.86	.00	6.86
			2,126.35	2,126.35	991.73	3,118.08
			2,126.35	2,126.35	991.73	3,118.08
2012	LIEN	251				
1	REAL ESTAT		2,012.68	2,012.68	1,141.76	3,154.44
	30 DAY FEE		3.00	3.00	.00	3.00
	MAIL		6.26	6.26	.00	6.26
	LIEN COST		39.00	39.00	.00	39.00
	INT.AT LIE		89.16	89.16	.00	89.16



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YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
	LIEN CERT		13.72	13.72	.00	13.72
	DISC XTRA		6.00	6.00	.00	6.00
			2,169.82	2,169.82	1,141.76	3,311.58
			2,169.82	2,169.82	1,141.76	3,311.58
2011	LIEN	20117234				
1	REAL ESTAT		2,012.68	2,012.68	1,287.67	3,300.35
	30 DAY FEE		3.00	3.00	.00	3.00
	MAIL		6.26	6.26	.00	6.26
	LIEN COST		39.00	39.00	.00	39.00
	INT.AT LIE		85.69	85.69	.00	85.69
	CERTIFIED		6.26	6.26	.00	6.26
			2,152.89	2,152.89	1,287.67	3,440.56
			2,152.89	2,152.89	1,287.67	3,440.56
2010	LIEN	172				
1	REAL ESTAT		1,966.88	1,966.88	1,391.52	3,358.40
	MAIL		6.26	6.26	.00	6.26
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		39.00	39.00	.00	39.00
	INT.AT LIE		87.32	87.32	.00	87.32
	CERTIFIED		6.26	6.26	.00	6.26
			2,108.72	2,108.72	1,391.52	3,500.24
			2,108.72	2,108.72	1,391.52	3,500.24
2009	LIEN	159				
1	REAL ESTAT		1,979.82	1,979.82	2,418.85	4,398.67
	MAIL		6.26	6.26	.00	6.26
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		39.00	39.00	.00	39.00
	INT.AT LIE		140.22	140.22	.00	140.22
	CERTIFIED		6.26	6.26	.00	6.26
			2,174.56	2,174.56	2,418.85	4,593.41
			2,174.56	2,174.56	2,418.85	4,593.41
2008	LIEN	800216				
1	REAL ESTAT		1,921.68	1,921.68	2,800.10	4,721.78
	MAIL		6.04	6.04	.00	6.04
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		39.00	39.00	.00	39.00
	INT.AT LIE		136.78	136.78	.00	136.78
	CERTIFIED		6.26	6.26	.00	6.26



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YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
			2,112.76	2,112.76	2,800.10	4,912.86
			2,112.76	2,112.76	2,800.10	4,912.86
2007	LIEN	700170				
1	REAL ESTAT		2,011.32	2,011.32	2,905.28	4,916.60
	MAIL		5.93	5.93	.00	5.93
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		39.00	39.00	.00	39.00
	INT.AT LIE		133.66	133.66	.00	133.66
	CERTIFIED		5.93	5.93	.00	5.93
			2,198.84	2,198.84	2,905.28	5,104.12
			2,198.84	2,198.84	2,905.28	5,104.12
2006	LIEN	196				
1	REAL ESTAT		2,060.10	2,060.10	2,264.97	4,325.07
	MAIL		5.36	5.36	.00	5.36
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		39.00	39.00	.00	39.00
	INT.AT LIE		85.30	85.30	.00	85.30
	CERTIFIED		5.93	5.93	.00	5.93
			2,198.69	2,198.69	2,264.97	4,463.66
			2,198.69	2,198.69	2,264.97	4,463.66
2005	LIEN	20050166				
1	REAL ESTAT		1,951.71	1,951.71	1,926.53	3,878.24
	MAIL		5.14	5.14	.00	5.14
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		29.00	29.00	.00	29.00
	INT.AT LIE		74.73	74.73	.00	74.73
	DISCHARGE		5.00	5.00	.00	5.00
			2,068.58	2,068.58	1,926.53	3,995.11
			2,068.58	2,068.58	1,926.53	3,995.11
2004	LIEN	327				
1	REAL ESTAT		1,951.71	1,951.71	2,016.23	3,967.94
	MAIL		5.14	5.14	.00	5.14
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		29.00	29.00	.00	29.00
	INT.AT LIE		78.23	78.23	.00	78.23
	DISCHARGE		5.00	5.00	.00	5.00
			2,072.08	2,072.08	2,016.23	4,088.31



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YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
			2,072.08	2,072.08	2,016.23	4,088.31
2003	LIEN	181				
1	REAL ESTAT		1,951.71	1,951.71	2,839.80	4,791.51
	MAIL		10.28	10.28	.00	10.28
	30 DAY FEE		6.00	6.00	.00	6.00
	LIEN COST		29.00	29.00	.00	29.00
	INT.AT LIE		99.89	99.89	.00	99.89
	DISCHARGE		5.00	5.00	.00	5.00
			2,101.88	2,101.88	2,839.80	4,941.68
			2,101.88	2,101.88	2,839.80	4,941.68
2002	LIEN	222				
1	REAL ESTAT		1,571.36	1,571.36	3,296.30	4,867.66
	MAIL		4.74	4.74	.00	4.74
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		29.00	29.00	.00	29.00
	INT.AT LIE		91.10	91.10	.00	91.10
	MAIL		5.14	5.14	.00	5.14
	DISCHARGE		5.00	5.00	.00	5.00
			1,709.34	1,709.34	3,296.30	5,005.64
			1,709.34	1,709.34	3,296.30	5,005.64
2001	LIEN	235				
1	REAL ESTAT		1,506.96	1,506.96	1,302.36	2,809.32
	MAIL		3.74	3.74	.00	3.74
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		29.00	29.00	.00	29.00
	INT.AT LIE		103.63	103.63	.00	103.63
	MAIL		4.42	4.42	.00	4.42
	MAIL		.72	.72	.00	.72
	DISCHARGE		5.00	5.00	.00	5.00
			1,656.47	1,656.47	1,302.36	2,958.83
			1,656.47	1,656.47	1,302.36	2,958.83
2000	LIEN	387				
1	RELIE AMT		1,523.06	1,523.06	3,078.22	4,601.28
	INT.AT LIE		74.27	74.27	.00	74.27
	30 DAY FEE		5.98	5.98	.00	5.98
	LIEN COST		29.00	29.00	.00	29.00
	MAIL		3.74	3.74	.00	3.74
	MAIL		.20	.20	.00	.20
	DISCHARGE		5.00	5.00	.00	5.00



08/24/2020 15:51
gledoux

TOWN OF OLD ORCHARD BEACH
Real Estate Tax Statement

P 6
txtaxstm

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
			1,641.25	1,641.25	3,078.22	4,719.47
			1,641.25	1,641.25	3,078.22	4,719.47
1999	LIEN	386				
1	RELIE		1,523.06	1,523.06	3,474.64	4,997.70
	INT.		75.14	75.14	.00	75.14
	30 DAY FEE		5.98	5.98	.00	5.98
	LIEN COST		29.00	29.00	.00	29.00
	DISCHARGE		5.00	5.00	.00	5.00
			1,638.18	1,638.18	3,474.64	5,112.82
			1,638.18	1,638.18	3,474.64	5,112.82
1998	LIEN	385				
1	RELIE		1,688.61	1,688.61	3,940.50	5,629.11
	INT.		86.47	86.47	.00	86.47
	30 DAY FEE		5.77	5.77	.00	5.77
	LIEN COST		34.00	34.00	.00	34.00
	DISCHARGE		5.00	5.00	.00	5.00
			1,819.85	1,819.85	3,940.50	5,760.35
			1,819.85	1,819.85	3,940.50	5,760.35
1997	LIEN	384				
1	RELIE		1,688.61	1,276.22	79.31	1,355.53
	INT.		106.43	.00	.00	PAID
	30 DAY FEE		5.52	.00	.00	PAID
	LIEN COST		29.00	.00	.00	PAID
	DISCHARGE		5.00	.00	.00	PAID
			1,834.56	1,276.22	79.31	1,355.53
			1,834.56	1,276.22	79.31	1,355.53
GRAND TOTALS			47,215.82	46,657.48	39,855.08	86,512.56

MOTION: Councilor Blow motioned and Councilor Tousignant seconded to Convey foreclosed property identified as 32 WEST OLD ORCHARD AVE, Parcel Numbers 00312-00009-00002 to owners of record ESTATE OF KAY SPEAR, for the total amount of \$86,512.56 in outstanding taxes and accumulated interest, due on the effective date of conveyance, including FY1997 through FY2021 taxes, plus any legal costs incurred by the Town of Old Orchard Beach.

VOTE: Unanimous.

7274 Discussion with Action: Approve the Contract with Shaw Bros Construction, Inc. for various paving work at a price of \$88.00 per ton for 9.5 MM surface paving through June 30, 2021, from account number 50002-50506 - Public Works CIP Road Maintenance/Improvements Expense Act, with a balance of \$921,743.44.

Councilor Tousignant reminded the citizens that this was approved in the original budget presentation to the Town Council.

MOTION: Councilor Kelley motioned and Councilor Blow seconded Approve the Contract with Shaw Bros Construction, Inc. for various paving work at a price of \$88.00 per ton for 9.5 MM surface paving through June 30, 2021, from account number 50002-50506 - Public Works CIP Road Maintenance/Improvements Expense Act, with a balance of \$921,743.44

VOTE: Unanimous.

BACKGROUND:



Town of Old Orchard Beach

Treasurer - Finance Director
OOB Town Hall
1 Portland Avenue
OOB, ME 04064

Diana H. Asanza
Telephone: (207) 937-5622
Fax: (207) 937-5722
Email: dasanza@oobmaine.com

August 26, 2020

TO: Larry Mead, Town Manager
FROM: Diana H. Asanza, Treasurer – Finance Director
CC: Joe Cooper, Public Works Director

RE: FY 21 Paving Contracts

Larry,
Attached are the FY 21 proposed contracts for paving work through Shaw Bros. Construction, Inc., and Dayton Sand & Gravel Co., Inc. Pricing for paving work that is being offered to Old Orchard Beach by Dayton Sand & Gravel is better than the pricing they offered through the GPCOG bid. Shaw Bros did not participate in the GPCOG bid. (see the attached bid document).

The reason for awarding a contract to two (2) companies is to provide flexibility when scheduling paving jobs to ensure work gets done timely. The pricing offered by each vendor is as follows:

FY 21 PAVING PROPOSALS			
Pricing through June 30, 2021			
DESCRIPTION	PER	DAYTON SAND AND GRAVEL	SHAW BROTHERS CONST, INC.
RECLAIM & FINE GRADE	SQ YD	\$4.00	\$2.50
BASE 19MM	TON	\$80.00	\$77.00
SURFACE 9.5MM	TON	\$82.00	\$88.00
SURFACE 12.5 MM	TON	\$82.00	\$85.00
TACK	GALLON	\$6.00	\$8.00
HANDWORK	TON	\$135.00	\$160.00
BUTT JOINTS	SQ YD	\$14.00	\$15.00

I am recommending approval to award contracts to both companies at the pricing listed above for FY 21. Please let me know if you have any questions or concerns.

Sincerely,
Diana H. Asanza

SHAW BROTHERS CONSTRUCTION, INC.
 341 Mosher Road, P.O. BOX 69 GORHAM, ME 04038
 (207) 839-2552 Fax (207) 839-6239

PROPOSAL

PROPOSAL SUBMITTED TO: Town of Old Orchard Beach	JOB NO. File	DATE August 6, 2020
ADDRESS	JOB NAME Town Paving	PHONE
CITY, STATE, AND ZIP Old Orchard Beach, ME	JOB LOCATION Various Streets	CELL (207) 929-0080
ESTIMATOR Joe Cooper	EMAIL jcooper@oobmaine.com	

Shaw Brothers Construction, Inc. will provide all necessary labor, equipment and materials to reclaim and pave as directed. Our unit prices, and clarifications are as follows:

Reclaim & Finegrade	1 sy	@	\$ 2.50	per square yard
Base - 19.0mm	1 ton	@	\$ 77.00	per ton
Surface - 12.5mm	1 ton	@	\$ 85.00	per ton
Surface - 9.5mm	1 ton	@	\$ 88.00	per ton
Tack	1 gallon	@	\$ 8.00	per gallon
Handwork	1 ton	@	\$ 160.00	per ton
Butt Joints	1 sy	@	\$ 15.00	per square yard

Clarifications/Exclusions:

- Federal, State, and local permits and fees are not included.
- Performance & payment bond cost is not included
- Backing up pavement edges is not included
- Pavement markings and signs are not included
- Sweeping/cleaning pavement prior to paving is not included
- All pavement mixes and paving equipment meet MDOT specifications.
- Raising/lowering manholes and catch basins to grade are not included
- Adjusting manholes and catch basins to grade are not included
- Contractors quoted prices shall be equitably adjusted on a periodic basis to reflect any increase/decrease in the price of liquid asphalt since the date of the quote in accordance with MDOT specifications. Current base price of liquid asphalt is \$492.50/ton

We Propose hereby to furnish material, labor and equipment to complete the work described above for the unit price of: See Above
 -----See Unit Prices Above-----

Payment to be made as follows: Net 30 days
 Interest at 1.5 percent per month on accounts over 30 days. Collection costs and reasonable attorney's fees will be added to account.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All alterations or deviations from above specifications involving extra costs will be assessed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon entries, accidents, or delays beyond our control. Owner to carry fire, tempest, and other necessary insurance. Our workmen are fully covered by Workers Compensation Insurance.

Authorized Signature: Robert Brady

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____ Signature: _____

GPCCOG

2020 Paving Bids Received for Cape Elizabeth

Item	Estimated Quantity	Unit	Dayton Sand & Gravel		Glidden Excavating & Paving*	
			Bid Unit Price	Total Extended Price	Bid Unit Price	Total Extended Price
Surface Mix						
9.5 mm Surface Mix	2,500	tons	\$ 84.00	\$ 210,000	\$ 97.25	\$ 243,125
Misc.						
Hand Work	15-20	tons	\$ 145.00	\$ 2,900	\$ 140.00	\$ 2,800
Butt Joints	75-100	square yards	\$ 16.00	\$ 1,600	\$ 15.50	\$ 1,550
Tack Coat		gallons	\$ 8.00	\$ -	\$ 3.50	\$ -
Reflective Centerline Delineators (installed)		each	no charge		\$ 1.00	\$ -
Total Extended Price**			\$	214,500	\$	247,475

*Glidden's bid applies the M/DOT price escalator to surface mix

** DSG included pricing for hand work and butt joints at 20 tons and 100 square yards, respectively; for comparison purposes, the same quantities were added to Glidden's price

**TOWN OF OLD ORCHARD BEACH
AGREEMENT**

This contract (hereinafter referred to as "Agreement") is made and entered into on this 20 day of JULY 2020 by and between the Inhabitants of the Town of Old Orchard Beach with a mailing address of 1 Portland Avenue, Old Orchard Beach, Maine 04 064 (hereinafter referred to as "Town"); and DAYTON SAND AND GRAVEL CO., INC with a mailing address of 928 GOODWIN MILLS RD, DAYTON, ME 04 005 (hereinafter referred to as "Contractor").

WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the Town and the Contractor agree as follows:

I. SCOPE OF WORK

The Contractor has provided paving pricing good through June 30, 2021; attached hereto as **EXHIBIT A**. The Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of all services furnished by the Contractor under this Agreement.

II. CONTRACTOR OBLIGATIONS

The Contractor warrants:

A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.

C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services.

D. That it has carefully examined the Request for Bid Proposals, the Specifications, this Agreement and the site of the Services and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.

E. That any increase in Contractor's costs during the term of this Agreement shall be the sole responsibility of the Contractor.

III. COMMENCEMENT AND COMPLETION

The Contractor will commence work on or after August 18, 2020 and will complete work on or before JUNE 30, 2021.

IV. PAYMENT TERMS

A. The Town shall pay the Contractor for the performance of Services under this Agreement according to the pricing listed under Exhibit A. The Town shall make payments to the Contractor upon invoice for services.

V. GUARANTEE

A. To the extent construction or materials are provided in the provision of services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Town's written acceptance of this project, and agree to repair or replace at no cost or expense to the Town all work, materials and fixtures at any time during said one year period.

B. The Contractor represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such services, the documents shall be stamped by a professional engineer registered in the State of Maine.

VI. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the services shall be secured and paid by the Contractor.

VII. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Contractor fourteen (14) days notice, and compensating the Contractor equitably to the termination date.

VIII. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (York County). This agreement shall be governed by Maine law.

IX. QUALIFICATIONS

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

X. SUBCONTRACTORS

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

XI. INSURANCE

Except as otherwise provided by this Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and at no expense to the Town, the following insurance coverage:

a. **General and professional liability insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing Services under this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

b. **Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing work covered by this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, Contractor shall, at its own expense, provide for the protection of its employees not otherwise protected.

d. All such insurance policies shall name Town as an additional insured, except that for purposes of workers' compensation insurance, Contractor and its subcontractors instead may provide a written waiver of subrogation rights against Town. Contractor, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to Town certificates satisfactory to Town evidencing such insurance coverage.

XII. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify, and hold harmless Town, its officers, employees and agents, in their official and individual capacities, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Agreement by the Contractor, its officials,

employees, agents and subcontractors, including the loss of use resulting therefrom, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, or breach of the Agreement by Contractor or the acts or omissions, whether negligent, intentional or otherwise, of its subcontractor, sub-subcontractor, or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. 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.

XIII. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

Date: _____

By: _____

Title: _____

INHABITANTS OF THE
TOWN OF OLD ORCHARD BEACH

Date: _____

By: _____
Larry S. Mead, Town Manager

7275 Discussion with Action: Approve the Contract with Dayton Sand & Gravel Co., Inc. for various paving work at a price of \$82.00 per ton for 9.5 MM surface paving through June 30, 2021, from account number 50002-50506 – Public Works CIP Road Maintenance/Improvements Expense Act, with a balance of \$921,743.44.

Councilor Tousignant reminded the citizens that this was approved in the original budget presentation to the Town Council.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the Contract with Dayton Sand & Gravel Co., Inc. for various paving work at a price of \$82.00 per ton for 9.5 MM surface paving through June 30, 2021, from account number 50002-50506 – Public Works CIP Road Maintenance/Improvements Expense Act, with a balance of \$921,743.44.

VOTE: Unanimous.



QUOTE

Exhibit A

Dayton Sand & Gravel Co., Inc.
 928 Goodwins Mills Road
 Dayton, Maine 04005-7352
 Phone (207) 499-2300
 Maine WATS: (800) 339-2700
 Fax (207) 499-7102
 e-mail: johnston@daytonsand.com

PROJECT INFORMATION

Date: Thursday, July 23, 2020

Project ID: Paving Prices
Project Location:

CUSTOMER INFORMATION

Name: Town of Old Orchard Beach
 Address: Public Works Department
 1 Portland Avenue
 Old Orchard Beach, Maine 04064

Expected Start Date:

Contact: JOE COOPER
 Telephone: 207-634-5714 207-634-3250 pw
 Fax: 207-634-3250
 Cell Phone: 207-929-0090

EMAIL: joeoper@oobmaine.com

DESCRIPTION OF PROJECT:

	Paving Prices
Reclaim & Fine Grade	\$4.00 /sq yd
Base - 19mm	\$80.00 /ton
Surface - 9.5mm & 12.5mm	\$82.00 /ton
Tack	\$8.00 per gal
Handwork	\$135.00 /ton
Butt Joints	\$14.00 /sq. yd

Any asphalt curb will be at \$9.00 per linear feet.
 Any trench patch will be at \$150.00 per ton.

No Gravel.
 Any curb chink will be at \$150.00 per ton.

PAYMENT TERMS: NET 30 DAYS WITH APPROVED CREDIT

Dayton Sand & Gravel Co., Inc. guarantees the workmanship and quality of materials used in this project for a period of one year.
 Dayton Sand & Gravel Co., Inc. will charge extra over and above the quoted sum for additional materials and additional labor not outlined in this agreement.
 A finance charge of 1 1/2% per month will be charged on all accounts over 30 days until paid. This amounts to 18% per year annualized.
 Additionally, if necessary to file suit on this account, legal fees will be the customer's responsibility.
 Disputes arising from this agreement will be settled according to Maine Law.
ALL NECESSARY PERMITS MUST BE PURCHASED AND OBTAINED BY OWNER PRIOR TO START OF PROJECT.

ACCEPTANCE

The foregoing terms, specifications and conditions are satisfactory and they are hereby accepted and agreed to, pending credit approval.

CUSTOMER

DAYTON SAND & GRAVEL CO., INC.

Signature:

Signature: *Lincoln C. Kimball*

Title:

Date:

Title: Paving Estimator

Lincoln C. Kimball

Date: 07-23-2020

Please sign one copy and return to the above address. This proposal may be withdrawn by us if not signed within 30 days.

Please Note:

Prices per ton of Asphalt is subject to availability and cost. Prices quoted on this agreement are for the 2020 season only.
 Dayton Sand & Gravel Co., Inc. reserves the right to renegotiate prices if proposal is not signed within the 30 day limit.

page 1 of 2

Dayton Sand & Gravel
Asphalt Escalator

This escalator is based on the MDOT asphalt escalator. The price of asphalt is monitored weekly by MDOT. The agency supplying the information to MDOT is the Asphalt Weekly Monitor. Access to this information can be obtained from MDOT Website, go to "doing business" and click on "contractor info"

The price adjustment for Asphalt Binder will be based on the variance in cost for the Performance graded binder component in hot mix asphalt and will be determined as follows:

The quantity of hot mix asphalt will be multiplied by the performance graded (read asphalt cement) percentages given in the table below times the difference in price between the base price at the time of the bid/estimate and the period price when the hot mix asphalt is placed. Adjustments will be made upward or downward as prices increase or decrease.

19.0 mm (3/4")	6.2 %
12.5 mm (1/2")	5.8 %
9.5 mm (3/8")	6.2 %

Example: Asphalt binder has increased from \$550.00 per ton to \$610.00 per ton (\$60.00 per ton increase) and you are placing 1000 tons of 9.5 mm HMA.

$1000 \times 6.2 \% = 62.00$
 $6000 \times 62.00 = \$3720.00$ total escalation cost or \$3.72 per ton.

The base and period price of performance graded asphalt binder to be used is the price per standard ton current with the bid opening date, or contract acceptance date. The price is determined by using the average, New England Selling Price, as listed in the Asphalt Weekly Monitor

Dayton Sand & Gravel reserves the right to recover certain trucking / transportation costs where extreme or volatile market conditions exist

Liquid Asphalt Price..... \$492⁵⁰ Week of July 20, 2020

Town of Old Orchard Beach - Paving Prices

**TOWN OF OLD ORCHARD BEACH
AGREEMENT**

This contract (hereinafter referred to as "Agreement") is made and entered into on this 20 day of JULY 2020 by and between the Inhabitants of the Town of Old Orchard Beach with a mailing address of 1 Portland Avenue, Old Orchard Beach, Maine 04064 (hereinafter referred to as "Town"); and SHAW BROTHERS CONSTRUCTION, INC with a mailing address of 341 MOSHER RD., P.O. BOX 69, GORHAM, ME 04038 (hereinafter referred to as "Contractor").

WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the Town and the Contractor agree as follows:

I. SCOPE OF WORK

The Contractor has provided paving pricing good through June 30, 2021; attached hereto as **EXHIBIT A**. The Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of all services furnished by the Contractor under this Agreement.

II. CONTRACTOR OBLIGATIONS

The Contractor warrants:

A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.

C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services.

D. That it has carefully examined the Request for Bid Proposals, the Specifications, this Agreement and the site of the Services and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.

E. That any increase in Contractor's costs during the term of this Agreement shall be the sole responsibility of the Contractor.

III. COMMENCEMENT AND COMPLETION

The Contractor will commence work on or after August 18, 2020 and will complete work on or before JUNE 30, 2021.

IV. PAYMENT TERMS

A. The Town shall pay the Contractor for the performance of Services under this Agreement according to the pricing listed under Exhibit A. The Town shall make payments to the Contractor upon invoice for services.

V. GUARANTEE

A. To the extent construction or materials are provided in the provision of services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Town's written acceptance of this project, and agree to repair or replace at no cost or expense to the Town all work, materials and fixtures at any time during said one year period.

B. The Contractor represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such services, the documents shall be stamped by a professional engineer registered in the State of Maine.

VI. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the services shall be secured and paid by the Contractor.

VII. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Contractor fourteen (14) days notice, and compensating the Contractor equitably to the termination date.

VIII. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (York County). This agreement shall be governed by Maine law.

IX. QUALIFICATIONS

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

X. SUBCONTRACTORS

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

XI. INSURANCE

Except as otherwise provided by this Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and at no expense to the Town, the following insurance coverage:

- a. **General and professional liability insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing Services under this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.
- b. **Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 *et seq.*) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing work covered by this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.
- c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, Contractor shall, at its own expense, provide for the protection of its employees not otherwise protected.
- d. All such insurance policies shall name Town as an additional insured, except that for purposes of workers' compensation insurance, Contractor and its subcontractors instead may provide a written waiver of subrogation rights against Town. Contractor, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to Town certificates satisfactory to Town evidencing such insurance coverage.

XII. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify, and hold harmless Town, its officers, employees and agents, in their official and individual capacities, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Agreement by the Contractor, its officials,

employees, agents and subcontractors, including the loss of use resulting therefrom, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, or breach of the Agreement by Contractor or the acts or omissions, whether negligent, intentional or otherwise, of its subcontractor, sub-subcontractor, or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. 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.

XIII. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

Date: _____

By: _____

Title: _____

INHABITANTS OF THE
TOWN OF OLD ORCHARD BEACH

Date: _____

By: _____
Larry S. Mead, Town Manager

7276 Discussion with Action: Approve the Liquor License Renewals for VFW Memorial Post # 7997 (312-14-2-X), 76 Atlantic Avenue, m-s-v in a Club w/o Catering (Class V); and for HFY Enterprises d/b/a Oceanside Grill at the Brunswick (310-6-1), 39 West Grand Ave, m-s-v in a Restaurant/Lounge.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the Liquor Licenses as read.

VOTE: Unanimous.

7277 Discussion with Action: Consider placing an Advisory Referendum Question on the November 3rd ballot regarding adult use marijuana sales:

Question 2 - Non-binding referendum. Should the Town allow the sale of adult use marijuana and issue a limited number of licenses to allow adult use marijuana stores to operate?

Explanation: This is a non-binding question from the Town Council seeking your opinion whether the Town Council should draft and enact an ordinance to allow and regulate adult use marijuana stores.

MOTION: Councilor Kelley motioned to place an Advisory Referendum Question on the November 3rd ballot regarding adult use marijuana sales:

Question 2 - Non-binding referendum. Should the Town allow the sale of adult use marijuana and issue a limited number of licenses to allow adult use marijuana stores to operate?

Explanation: This is a non-binding question from the Town Council seeking your opinion whether the Town Council should draft and enact an ordinance to allow and regulate adult use marijuana stores.

Consideration to “binding” question is to include the basic elements of acceptance, consideration, mutuality or intention, legality and capacity.

After discussion there was another motion made:

MOTION: Councilor Kelly motioned and Councilor Tousignant seconded to accept a binding referendum on recreational marijuana sales, allowing the sale of adult use marijuana and the issuance of a limited number of licenses allowing adult use of marijuana retail stores to operation.

VOTE: Unanimous.

7278 Discussion with Action: Approve the purchase of a new Police Camera/Video server from Eagle Network Solutions in the amount of \$12,202.55, from account number 51002-50903 CIP IT Equipment Replacement Expense Account, with a balance of \$27,595.83.

BACKGROUND:



Town of Old Orchard Beach

Treasurer - Finance Director
OOB Town Hall
1 Portland Avenue
OOB, ME 04064

Diana H. Asanza
Telephone: (207) 937-5622
Fax: (207) 937-5722
Email: dasanza@oobmaine.com

August 27, 2020

TO: Larry Mead, Town Manager
FROM: Diana H. Asanza, Treasurer – Finance Director
CC: Larry S. Mead, Town Manager

RE: Police Department Video/Camera Server Replacement

Larry,
I have been working with Kaleb Jacob, from ENS, Chief Kelley, Capt. Hemingway and Patty Correau on the Watchguard server replacement that is no longer functioning as it should. This server is critical because it stores video footage from the Police Officer body cameras and the footage from the cameras in the Police Cruisers. As you know the issue started with the lightning strike of July 7, 2020 and has been reported to our insurance company. The PD is currently functioning with a server that was repaired, however it does not have adequate storage that is needed, so an external drive had to be purchased to increase storage capacity.

After discussing the specs with David and Patty it is clear that the Watchguard recommendation of 32 TB of storage is what is needed for the PD set up, versus the 4 TB they now have. Actually, the ENS quote provides more storage at 40 TB instead of 32 TB that the Watchguard quote provides.

- Watchguard \$12,845.00
- **Dell \$12,202.55**

I would recommend the Dell product through ENS and have them monitor this server 24/7 at \$200 monthly, since it is a critical piece of equipment for the Police Department. I am also recommending to extend the warranty from the standard three (3) year warranty to an extended five (5) year warranty which is included in the quotes above. The FY 21 CIP budget included \$10,000 for a new Watchguard Server, and we would need to use additional capital funds appropriated for IT replacements for the remaining balance.

Please let me know if you have any questions or concerns.

Thank you,

Diana H. Asanza



Quote AAAQ2505

Valid through September 16, 2020

Prepared For:

Old Orchard Beach
Diana Asanza
Phone: (508) 243-4469
1 Portland Avenue
Old Orchard Beach, ME 04064
dasanza@oobmaine.com

Prepared By:

Kaleb B. Jacob
Phone: 603-782-0700 x10
Fax: 800-704-6188
Email: kjacob@eaglenetsolutions.com



Below is the interactive version of the quote, you can choose options and see the quote totals.

For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
1	PowerEdge R740XD Tailor Made Processor: Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 RAID Controller: PERC H740P RAID Controller, 8GB NV Cache, Mini card Hard Drives: C: Drive: 2x 480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3.5in HYB CARR, 3 DWPD, 2628 TBW RAID1/Mirror D (SQL) drive: 480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3.5in HYB CARR, 3 DWPD, 2628 TBW RAID5 E: (Video) drive: 6x 8TB 7.2K RPM SATA 6Gbps 512e 3.5in Internal Hard Drive RAID6 Network Adapter: Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE Dual, Hot-plug, Redundant Power Supply (1+1), 495W ReadyRails Sliding Rails With Cable Management Arm Memory: 32GB RDIMM, 2933MT/s, Dual Rank		\$8,838.27	\$8,838.27
1	PowerEdge R540 Processor: Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 RAID Controller: PERC H740P RAID Controller, 8GB NV Cache, Mini card Hard Drives: C: Drive: 2x 480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3.5in HYB CARR, 3 DWPD, 2628 TBW RAID1/Mirror D (SQL) drive: 3x480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3.5in HYB CARR, 3 DWPD, 2628 TBW RAID5 E: (Video) drive: 7x 8TB 7.2K RPM SATA 6Gbps 512e 3.5in Internal Hard Drive RAID5 (48TB storage) Network Adapter: Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE Dual, Hot-plug, Redundant Power Supply (1+1), 495W ReadyRails Sliding Rails With Cable Management Arm Memory: 32GB RDIMM, 2933MT/s, Dual Rank 3yr Next Business Day onsite standard hardware support. Expedited shipping - (ships approx. 1 week sooner)		\$8,955.18	\$8,955.18

<input checked="" type="checkbox"/>	1	PowerEdge R540 Processor: Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 RAID Controller: PERC H740P RAID Controller, 8GB NV Cache, Mini card Hard Drives: C: Drive: 2x 480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive,3.5in HYB CARR, 3 DWPD, 2628 TBW RAID1/Mirror D (SQL) drive: 3x480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive,3.5in HYB CARR, 3 DWPD, 2628 TBW RAID5 E: (Video) drive: 7x 8TB 7.2K RPM SATA 6Gbps 512e 3.5in Internal Hard Drive RAID5 (48TB storage) Network Adapter: Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE Dual, Hot-plug, Redundant Power Supply (1+1), 495W ReadyRails Sliding Rails With Cable Management Arm Memory: 32GB RDIMM, 2933MT/s, Dual Rank 5yr Next Business Day onsite standard hardware support. Expedited shipping - (ships approx. 1 week sooner)	\$9,417.55	\$9,417.55
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Licensing

<input type="checkbox"/>	1	Microsoft Windows Server 2019 Standard - License - 16 Core - Microsoft Qualified, Volume, Local Government - Microsoft Open License for Government - English - PC	\$803.00	\$803.00
<input type="checkbox"/>	5	Microsoft Windows Server 2019 - License - 1 User CAL - Volume, Local Government - Microsoft Open License for Government - English - PC *Note: We need clarification from Watchguard for how many SERVER access CAL's are needed.	\$29.00	\$145.00
<input type="checkbox"/>	1	Microsoft SQL Server 2019 Standard - License - 1 License - Volume, Local Government, Microsoft Qualified - Microsoft Open License for Government - English - PC	\$742.00	\$742.00
<input type="checkbox"/>	5	Microsoft SQL Server 2019 Standard - License - 1 User CAL - Local Government, Volume, Microsoft Qualified - Microsoft Open License for Government - English - PC *Note: We need clarification from Watchguard for how many SQL SERVER access CAL's are needed.	\$167.00	\$835.00
<input checked="" type="checkbox"/>	1	Complete Server Support: Client has need for 7 days a week monitoring and support. - 24X7 automated preventative maintenance and remediation of common issues - Scheduled weekly patch maintenance - Advanced Performance Monitoring and alerts for potential issues that are service impacting - Anti-Virus Monitoring - Monthly Patch reports - Ease of Access for our Technicians to access server remotely when needed. - Network Documentation - Quarterly on site review of server performance	\$200.00	\$200.00

Update

SubTotal: \$12,142.55
Shipping: \$60.00
Sales Tax: \$0.00
Total: \$12,202.55

Acceptance Detail

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 71.255.147.114
PO Number
 (Optional: Enter PO Number as your reference only.)

Comments

Email Address

Printed Name

Signature

signatures could include: /john smith/; /js/; /js123/, etc



4RE/VISTA Price Quote

CUSTOMER: Old Orchard Beach Police Department

ISSUED: 8/24/2020 4:31 PM

EXPIRATION: 10/30/2020 3:00 AM

,
,,
,,,

**TOTAL PROJECT ESTIMATED AT:
\$12,845.00**

ATTENTION: Capt. Hemingway

SALES CONTACT: Kevin Coughlin

PHONE:

DIRECT:

E-MAIL:

E-MAIL:

kevin.coughlin@motorolasolutions.com

Server Hardware and Options

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-EL5-SRV-117	Server, EL5, 16 HDD, RAID 6, 3U, 11-25 Concurrent Devices, 5CAL, Gen 4.	1.00	\$8,295.00	\$0.00	\$8,295.00
HDW-SRV-HDD-8TB	Hard Drive, Server, EL5, 8TB, 6GB/s 7,200 RPM, 256MB, Enterprise, 4KN.	6.00	\$525.00	\$0.00	\$3,150.00
WAR-SRV-RCK-5YR	Extended Warranty, Rack Server (WGA00421-116,-216,-117,-217)) Full Service On Site, 5-Year	1.00	\$1,175.00	\$0.00	\$1,175.00

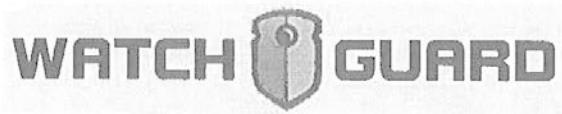
Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$225.00	\$0.00	\$225.00
					\$12,845.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$12,845.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.



4RE/VISTA Price Quote

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



SERVER HARDWARE SPECS

Rack Server, 3U 11-25 Concurrent Devices, Max 48

Typical Usage:	11-25 concurrent uploads, 11+ concurrent client connections.
Chassis:	3U Rack Mount, 16 SATA HDD bays, 2 X 256GB SSD drive Raid 1 OS Partition, SAS backplane, dual 1200W power supplies.
Rail Kit:	26.5 "to 36.4" Quick Install Rail Kit
Motherboard:	X11SPI-TF, Intel C622 Chipset, up to 2TB 3DS, DDR4 2933MHz RAM, PCI-E 3.0
Processor:	Intel Xeon Silver 4208 LGA3647, 2.1GHz, 8 Core-16 Thread
Memory:	32GB (4x8GB), 1.2 V, DDR4 2666 ECC
RAID Controller:	LSI 9361-4I 12GB RAID SAS, PCIE 3.0
Hard Drives (Boot):	2x256GB SSD, 3100, RAID 1
Hard Drives (SQL):	4x480GB SSD, Micron 5200, RAID 6
Video Storage:	6 or 12 HDD, (8TB, 12TB or 16TB) 7,200 RPM 256MB, 6G 4KN, RAID 6 (32TB-128TB Onboard Storage)
Expansion Video Storage:	Optional 12, 16, 24 or 44-bay JBOD enclosure with choice of 8TB, 12TB or 16TB HDD, RAID 6
Drives and Peripherals:	8X Slim DVDRW Internal Drive
Network Interface:	Integrated Dual 10-Gigabit LAN RJ-45
Graphics:	Standard Integrated Graphics
Operating System:	Microsoft Windows Server 2019 Std. 64-Bit, Embedded 16 Core
Database Engine:	Microsoft SQL Server 2016 Standard (5 CALs)
Standard Warranty	3-Year Full Service (On-Site or reimbursed) Warranty
Extended Warranty	5-Year Full Service (On-Site or Reimbursed) Warranty Available \$1,175

WGA00421-117 Rev A Server Specs

415 East Exchange • Allen, TX • 75002
 Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the purchase of a new Police Camera/Video server from Eagle Network Solutions in the amount of \$12,202.55, from account number 51002-50903 CIP IT Equipment Replacement Expense Account, with a balance of \$27,595.83.

VOTE: Unanimous.

7279 Discussion with Action: Approve the Contract with Seacoast Flooring, Inc. for installation of flooring inside the fire station in the common area and office (first floor), training room, storage and office space on the second floor, in the amount of \$7,995.00, from account number 52002 – 50813 Fire Department CIP – Facilities Improvement Expense Account with a balance of \$49,406.50.

BACKGROUND:

This item discussion was part of the Budget process.

MOTION: Councilor Blow motioned and Councilor Tousignant seconded to Approve the Contract with Seacoast Flooring, Inc. for installation of flooring inside the fire station in the common area and office (first floor), training room, storage and office space on the second floor, in the amount of \$7,995.00, from account number 52002 – 50813 Fire Department CIP – Facilities Improvement Expense Account with a balance of \$49,406.50.

VOTE: Unanimous.

PURCHASE ORDER REQUEST FORM

COPY

Date: 8/18/2020 Department: Fire Department

Vendor #: 5246 (is vendor active in Munis? If not a vendor packet needs to be completed prior to requesting PO)

Vendor Name: Seacoast Flooring

Account (Org/Obj): 52002-50813

Current Account Balance: \$ _____

Amount Requested: \$ 7,995.50

- Copies of quotes if required, are they attached? Yes No
- Copies of bids if required, are they attached? Yes No
- Items to purchase \$5000 and over approved by Council? Yes No
 - Agenda Item # _____
 - Date approved _____

General Description: Remaining flooring for renovations on administration side of department.

Estimate, Quote or Itemized list included (enter items on attached table): Yes No

- Quantity
- Cost for each
- Description of item
- Freight charge

 _____

8-18-2020

Department Head Signature

Date

Description	Quantity	Cost	Freight	Total Cost (quantity x cost + freight)
Remaining flooring for renovations on administration side of department				
Carpet				6,165.35
Armstrong VCT				1,830.15
Total:				\$7,995.50



Old Orchard Beach Fire Department

INTEROFFICE MEMORANDUM

TO: LARRY MEAD, TOWN MANAGER
FROM: FRED LAMONTAGNE, FIRE CHIEF
SUBJECT: AWARD OF CONTRACT
DATE: 08/27/2020
CC: LOUISE REID

Attached is the documentation for the council agenda item put forth by the Fire Department for the allocation of \$7,995.50 for the installation of carpet squares and VCT tile. During the budget process we contacted several flooring vendors whose bids were as follows:

Seacoast Flooring	\$7,995
Estes & Sons	\$12,745.85
Classic Flooring	\$11,080

I am recommending Seacoast Flooring receive the contract.



644 Main Street
Unit 101
Saco, ME 04072

Phone: 207-283-4400
Fax: 207-283-0120

SALES AGREEMENT

Name: Old Orchard Beach Fire Dept. Date: 8/16/2020
 Address: 136 Saco Avenue P.O. #:
 Old Orchard Beach, ME 04064 Phone: 934-7790
 Job Name: Job Price:
 Job Location: Salesperson: B Cunningham

MATERIALS & LABOR		AMOUNT
Supply and install carpet tiles style: Any Which Way color: Avenue in Training Room, Call Force Room, Deputy Chief's Office, Vestibule, Code Office/Laura's Office. Supply and install 4" Black cove base.		\$6,165.35
Supply and install Armstrong VCT color: Charcoal in Shower Room, Bathroom, Storage Room and Copier Room. Supply and install 4" Black cove base.		\$1,830.15
Total		\$7,995.50

<u>Payment Schedule:</u>			
AMOUNT	DUE UPON	Date	Payment Type
\$7,995.50	Acceptance Completion		

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

*All material is guaranteed to be as specified. *All work to be completed in a workmanlike 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 Workman's Compensation Insurance.

RALPH D. ESTES & SONS
P.O. Box 236
Standish, Maine 04084

207 642-4445

March 13, 2020

Old Orchard Beach Fire Department
136 Saco Ave
Old Orchard Beach, Maine 04064

Flooring Quote

Second Floor shower room & bath
9 x 12 area on 1st floor
VCT vinyl tile- 225 sq ft. x @1.40=
Adhesive, skim material

	\$315.00
	200.00
Tax	28.33
	600.00
	200.00
	600.00
Total	\$1,943.33

Remove existing floor and prep for new vct
Remove and reset flush
Install tile

VCT needs to be stripped and two coats of
Sealer (wax) applied

Rubber Stair Treads

One flight stairs
Landing Rubber 2 x 2 tile
Adhesive

	\$1,261.40
	272.00
	81.38
Tax	88.82

Remove old rubber
Prep for new treads and tile
Installation

	\$3,000.00
Total	\$4,700.00

Old Orchard Beach Fire Dept.

Entry	
Porcelain Tile	
12 x 12 tile	\$ 587.40
Ditra subfloor	297.10
Ditra set	152.10
Transitions, misc	200.00
	Tax 68.02
Floor prep, set ditra	600.00
Install tile	1,900.00
Total	\$3,800.00

Second Floor main are & offices	
10 x 13 Main Floor	
Venture Carpet Tile	
Commercial nylon, Anti static, Perma Fuse backing	
20"x20" size tile 1,614.6 sq feet x @2.77=	\$4,472.45
Adhesive-carpet and cove base	555.45
Patch, skim	525.00
Transitions	385.00
6" black cove base	645.84
	Tax 362.11
Floor prep. skim	2,500.00
Tile installation, transitions, covebase	3,300.00
Total	\$12,745.85

Classic Flooring

429 US Route One / PO Box 7004
Scarborough, ME 04070-7004
207-883-7847 (fax) 207-883-1629

March 2, 2020

Attn: Chief Fred LaMontagne
Old Orchard Beach Fire Department
136 Saco Avenue
Old Orchard Beach, ME 04074

Ref: Flooring Replacement

Bid Proposal:

Furnish and install carpet (Shaw Commercial Carpet Tile, similar to existing first floor carpet tile, with alternate pricing for 12' Broadloom, as discussed), walk-off carpet tile (Shaw Welcome II 24"x24", at Entry Vestibule), vinyl composition tile (Armstrong Standard Excelon 12"x12"x1/8"), rubber stair treads (Johnsonite Raised Disc with attached risers), landing tile (Johnsonite Raised Disc, to match stair treads), vinyl cove base (Johnsonite 4"x .080"ga. x4' lengths), and needed resilient transition strips according to measurements taken on site.

Bid A: Copy Room VCT and 4" Vinyl Base.....	\$1,070.00 ✓
Bid B: 2 nd Floor Bath and Shower Room VCT and 4" Vinyl Base.....	\$1,010.00 ✓
Bid C: Entry Vestibule and 4" Vinyl Base.....	\$1,365.00 ✓
Bid D: Stair Landings, Treads, and risers and 4" Vinyl Base	\$3,440.00
Bid E: 2 nd Floor Carpet Tile and 4" Vinyl Base	\$6,485.00 ✓
Bid E2: 2 nd Floor Carpet (12' Broadloom) and 4" Vinyl Base.....	\$6,115.00
Bid F: 1 st Floor New Office Carpet Tile and 4" Vinyl Base	\$1,150.00 ✓
Bid E2: 1 st Floor New Office Carpet (12' Broadloom) and 4" Vinyl Base.....	\$ 975.00

511,080

Note:

- Removal and disposal of existing floor covering is included, in areas where required.
- Prices are good for thirty days from the bid date.
- Only minor floor preparation included in these prices.
- No removal or replacement of existing furnishings or fixtures.
- Owner shall remove and replace existing commodes as required.
- Samples are available upon request.

Submitted by,
Classic Flooring

Anthony Pizzella

Anthony Pizzella
Sales Representative

7280 **Discussion with Action: Amend the Warrant and Notice of Election related to Order #2020-2 for \$23,500,000 Waste Water Treatment Facility bonds in response to the Governor’s Executive Order #8 FY 20/21 regarding notice of processing of absentee ballots and to rescind the prior Warrant and Notice of Election and replace with the amended Warrant and Notice of Election that will use the early processing form provided by the Secretary of State.**

BACKGROUND:

September 1, 2020

Motion: I move that the vote entitled, “Vote to Amend Warrant and Notice of Election Issued Under Order #2020-2A,” be adopted in form presented to this meeting and that an attested copy of this Vote be included with the minutes of this meeting.

VOTE TO AMEND WARRANT AND NOTICE OF ELECTION ISSUED UNDER ORDER #2020-2A

WHEREAS, on August 18, 2020, pursuant to Order #2020-2A, a majority of the Town Council signed a Warrant and Notice of Election related to approval of \$23,500,000 of bonds for a waste water treatment facility upgrades project (the “Warrant”);

WHEREAS, the Warrant included a notice that absentee ballots would be processed up to four days prior to the November 3, 2020 election date;

WHEREAS, no copies of the Warrant have been posted to date;

WHEREAS, on August 27, 2020, the Governor issued Executive Order #8 FY 20/21, which permits absentee ballots to be processed up to seven days prior to the November 3, 2020 election date; and

WHEREAS, Town administrators, including the Town Clerk, may decide to increase the number of days for processing absentee ballots for the November 3, 2020 election;

NOW THEREFORE, the Town Council votes as follows:

That the Warrant is amended to delete the notice of processing times;

That the Amended Warrant and Notice of Election is approved in form presented to this meeting;

That the Warrant and Notice of Election signed on August 18, 2020, is rescinded;

That the Town Clerk is directed to provide notice of the Town’s intent to process absentee ballots prior to the November 3, 2020 election in accordance with 20-A M.R.S. § 760-B; and

That an attested copy of this Vote be filed with the minutes of this meeting.

A true copy, attest:

Kim McLaughlin
Town Clerk

(Town Clerk to file an attested copy of this Order with the meeting minutes)

**TOWN OF OLD ORCHARD BEACH
AMENDED WARRANT AND NOTICE OF ELECTION
GENERAL MUNICIPAL ELECTION**

York County, ss.

State of Maine

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

You are hereby required in the name of the State of Maine to cause the voters of the Town of Old Orchard Beach to be notified of the General Municipal Election described in this Warrant and Notice of Election.

TO THE VOTERS OF THE TOWN OF OLD ORCHARD BEACH:

You are hereby notified that a General Municipal Election in this municipality will be held at the Old Orchard Beach High School, 40 E. Emerson Cummings Blvd. in the Town of Old Orchard Beach on November 3, 2020, for the purpose of determining the following question:

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

TOWN OF OLD ORCHARD BEACH FINANCIAL STATEMENT

1. Total Town Indebtedness

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

2. Estimated Costs of Bonds

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

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

3. Validity

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

Treasurer
Town of Old Orchard Beach

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

The voting on Question 1 shall be by secret ballot referendum and the polls shall be opened at 8:00 a.m. and closed at 8:00 p.m.

The Registrar of Voters will hold office hours while the polls are open to correct any error in or change a name or address on the voting list, to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

~~The Town Clerk intends to process absentee ballots on Friday, October 30, 2020 and/or Saturday, October 31, 2020 and on the day immediately prior to election day beginning each day at 9:00 a.m. If a member of the public makes a written request by 9:00 am of the day of processing to inspect absentee ballots and envelopes before they are processed, an inspection period will be provided from 9:00 a.m. until 10:00 a.m. The Town Clerk intends to process absentee ballots on election day beginning at 9:00 a.m. and every hour on the hour until all absentee ballots are processed. The Town Clerk intends to process absentee ballots prior to the election day using a notice of early processing form provided by the Secretary of State stating the days and times that the clerk intends to begin processing absentee ballots and the inspection period.~~

Signed and dated at the Town of Old Orchard Beach, September 1, 2020.

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

A true copy of the Amended Warrant and Notice of Election, attest:

Kim McLaughlin, Town Clerk
Town of Old Orchard Beach

Councilor Tousignant motioned and Councilor Blow seconded to Amend the Warrant and Notice of Election related to Order #2020-2 for \$23,500,000 Waste Water Treatment Facility bonds in response to the Governor's Executive Order #8 FY 20/21 regarding notice of processing of absentee ballots and to rescind the prior Warrant and Notice of Election and replace with the amended Warrant and Notice of Election that will use the early processing form provided by the Secretary of State.

VOTE: Unanimous.

ADJOURNMENT:

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Adjourn the Town Council Meeting at 8:00 p.m.

VOTE: Unanimous.