



Town Council - Meeting Agenda

October 17th, 2023 @ 6:30pm
Council Chambers - 1 Portland Avenue

www.oobmaine.com/town-council

**Members of the public wishing to view the meeting from home may tune into Local Access TV (Channel 3 or 1301 - check with your provider) or by clicking the Meeting Videos link on oobmaine.com.)*

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

ACCEPTANCE OF MINUTES:

Accept the minutes from the 10/3/2023 Regular Town Council Meeting and the 10/5/2023 Town Council Workshop.

Chair: Shawn O'Neill

PUBLIC HEARING – ORDINANCE AMENDMENTS:

Shall the Council consider amendments to the Code of Ordinances, Section 54 Traffic, sub-section 187, Old Orchard Street, by changing all of the two-hour parking spaces and free 15-minute spaces to free 30-minute parking spaces, and adding nine free one-hour handicap spaces.

Chair: Shawn O’Neill

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

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on October 17th, 2023, 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, Section 54-187, Restrictions and Prohibitions, Old Orchard Street, by adding the underscored language and deleting the strikethrough language as follows:

~~Old Orchard Street. Two hour parking only shall be allowed on both sides of Old Orchard Street. There shall be one handicap parking space between Milliken Street and the railroad tracks on the left side (facing the ocean). See also [section 54-113](#) and Town Hall in this section. There shall be a free 15-minute parking space in front of the following five addresses: 17-21 Old Orchard Street (MBLU 206-31-1), 20-22 Old Orchard Street (MBLU 205-4-1), 33 Old Orchard Street (MBLU 206-31-6), [38](#) Old Orchard Street (MBLU 205-3-7), and 42-46 Old Orchard Street (MBLU 205-3-5).~~

Old Orchard Street. Free 30-minute parking only shall be allowed on both sides of Old Orchard Street, except one one-hour handicap parking space in front of the following addresses:

42-46 Old Orchard Street (MBLU 205-3-5)

40 Old Orchard Street (MBLU 205-3-6)

38 Old Orchard Street (MBLU 205-3-7)

33 Old Orchard Street (MBLU 206-31-6)

29 Old Orchard Street (MBLU 206-31-5)

24 Old Orchard Street (MBLU 205-4-5)

1 Saco Avenue, Old Orchard Street side (MBLU 206-31-10)

and 16 Old Orchard Street (MBLU 205-5-5)

See also section 54-113 and Town Hall in this section.

Per Order of the Municipal Officers this _____ day of October, 2023.

A True Copy
Attest:

Kim M. McLaughlin, Town Clerk

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Paul Leite, (301-7-2), 182 East Grand Ave, two (2) year-round rentals.

1031 Portland Rd, LLC, Steven Hanscom, (316-13-11), 14 Union Ave, two (2) seasonal, short-term rentals.

Spencer Graham, (305-4-1-503), 1 Cleaves St. #503, one (1) year-round, short-term rental.

OMR School LLC, Alex Bakman, (206-28-19), 36 School St, three (3) year-round, short-term rentals.

93 Union LLC, Alex Bakman, (314-15-4), 93 Union Ave, three (3) year-round, short-term rentals.

Bradford & Kathleen Sheldon, (319-15-3), 125 West Grand Ave, two (2) year-round, short-term rentals.

Forever Real Estate LLC, Aaron Addition, (311-12-6), 18 Wesley Ave, one (1) seasonal short-term rental.

Dino Kisamitanis, (313-2-4-3), 15 Bay Ave unit #3, one (1) year-round, short-term rental.

Valdemar Marquez, (315-13-7), 39 Ocean Ave, one (1) year-round, short-term rental.

William Lee, (321-19-4), 20 Oceana Ave, two (2) seasonal short-term rentals.

Faith Roche, (316-5-2-3), 15 Seacliff Ave #3, one (1) seasonal short-term rental.

Jereld Sweet, (310-6-1-57), 39 West Grand Ave #57, one (1) seasonal short-term rental.

Valentyna Koval, (206-2-2), 10 Laurene Dr, one (1) year-round, short-term rental.

David & Judith Miller, (314-11-9), 111 Ocean Ave, one (1) year-round, short-term rental.

Amanda Fournier, (208-1-9-16), 7 Trinity Way, one (1) year-round, short-term rental.

Chair: Shawn O'Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

Portland Ave Associates d/b/a Grand Beach Inn (Rumorz), King Weinstein, (202-3-5), 198 East Grand Ave, Acoustic 1-3 person bands, Mon-Sunday 1:00 pm to 9:00 pm outside and inside.

Patio Pub Inc. d/b/a Pier Patio Pub, Thomas R. Redmond, (306-6-1), 2 Old Orchard St, DJ, solo, duet, band, comedy, Mon-Sunday 11:00 am to 1:00 am outside and inside.

TPR Inc. d/b/a Bull & Brew Wing House, Thomas R. Redmond, (306-5-2), 6 East Grand Ave, DJ, solo, duet, band, Mon-Sunday 11:00 am to 1:00 am outside and inside.

TPR Inc. d/b/a Tequila Frogs, Thomas R. Redmond, (306-5-3), 8 East Grand Ave, solo, duet, DJ, Mon-Sunday 12:00 pm to 12:30 am outside and inside.

Patio Pub Inc. d/b/a Hooligans Landing, Thomas R. Redmond, (306-6-1), 2 Old Orchard St, DJ, solo, duet, Mon-Sunday 12:00 pm to 1:00 am outside and inside.

Chair: Shawn O'Neill

TOWN MANAGER REPORT

TABLED ITEMS:

AGENDA ITEM #8010

Discussion with Action: Shall the Council approve a Contract Zone Agreement between Land Matters, LLC and the Town of Old Orchard Beach, for the property located at 60 Saco Ave., Map 206, Block 10, Lot 1 in the GB2 district, pursuant to 30A M.R.S.A., Section 4352 (8), Chapter 78, Section 78-31 and Chapter 78, Article IX of the Old Orchard Beach Zoning Ordinance, and Section 410 of the Old Orchard Beach Charter. The purpose of the Contract Zone is to allow the establishment of a 6-unit residential condominium building.

Chair: Shawn O'Neill

Item to be tabled to the next meeting, 11/21/2023

THE FRANKLIN CONTRACT ZONE
CONTRACT ZONING AGREEMENT
BETWEEN LAND MATTERS, LLC and THE TOWN OF OLD ORCHARD BEACH

This Contract Zoning Agreement is made this ____ day of _____, 2023 by and between the **TOWN OF OLD ORCHARD BEACH**, a body corporate and politic located in the County of York and State of Maine (hereinafter the “Town”) and **LAND MATTERS, LLC**, a Maine limited liability company with a principle place of business in Saco, Maine, (hereinafter “Property Owner”).

WHEREAS, pursuant to a certain Purchase & Sale Agreement dated April 9, 2021, Property Owner has a right and interest in a parcel of real estate located at 60 Saco Avenue, Town of Old Orchard Beach, Maine (Tax Map 206, Block 10, Lot 1) and which address shall be changed to 9 Fern Park Avenue, Town of Old Orchard Beach, Maine, as depicted on the *Trillium Engineering Group boundary survey (the “Boundary Survey”)* and attached hereto as **Exhibit A** and incorporated herewith (hereinafter the “Property”).

WHEREAS, the Property is currently located in the General Business District 2 (GB-2) (“GB-2”), under the Old Orchard Beach Zoning Ordinance (“OOBZO”).

WHEREAS, the Property consists of approximately **0.325 acres (14,176 sq/ft)** and is located at the corner of Saco Avenue and Fern Park Avenue.

WHEREAS, the Property is not currently in use having previously housed a branch of the U.S. Post Office and is built in the style of a commercial office building.

WHEREAS, Property Owner wishes to further develop and make use of the Property as a six (6) unit residential condominium so as to revitalize the Property and make use of it in conformity with the Town of Old Orchard Beach Comprehensive Plan (“OOB Comp Plan”).

WHEREAS, Property Owner and the Town wish to create a separate zone known as The Franklin Contract Zone which will enable above-described uses to exist on the Property.

WHEREAS, the Town has the authority to enter into a contract re-zoning for the Property pursuant to 30-A M.R.S.A. §4352 and Article IX “Contract Zoning”, et seq., of the OOBZO.

WHEREAS, after notice and hearing and due deliberation on the re-zoning phase, the Old Orchard Beach Planning Board recommended re-zoning of the Property.

WHEREAS, pursuant to Section 78-2138 and 30-A M.R.S.A. § 4352(8), the Planning Board and the Town Council have determined that: the re-zoning is consistent with the Town’s Comprehensive Plan; and, that the re-zoning is consistent with existing uses and allowed uses within the original zone; and, that the conditions described in this Agreement and in the Franklin Contract Zone are sufficient to achieve the purposes described in Section 78-2131.

WHEREAS, the re-zoning has been adopted by the Town Council.

NOW THEREFORE, in consideration of the mutual promises made to each other, the parties covenant and agree as follows:

1. The Town will amend the Zoning Ordinance and map to create and make reference to this Agreement and the The Franklin Contract Zone as depicted on Exhibit A.

2. Subject to final Planning Board approval and after public hearing, of the Site Plan, the Property Owner and/or its heirs, successors and assigns shall be authorized to use the Property for any of the uses set forth in the description of The Franklin Contract Zone attached hereto as **Exhibit B** and incorporated herewith.

3. In reviewing the Site Plan, the Planning Board will apply the standards set forth in the Old Orchard Beach Ordinance except as modified by the description of the Franklin Contract Zone attached hereto as Exhibit B and incorporated herewith. The project shall be developed substantially conforming with the layout shown on the Site Plan, Exhibit A. The Planning Board may make modifications of the Site Plan without amendment of this Agreement.

4. Property Owner shall record the Contract Zoning Amendment in the York County Registry of Deeds and shall submit proof of recording to the Town's Code Enforcement Officer and Planner.

5. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property and shall be amended only upon further written agreement of the Town and Property Owner and/or its heirs, successors and assigns to the Property.

6. The above restrictions, provisions and conditions are an essential part of the re-zoning, shall run with the Property and shall bind Property Owner and/or its heirs, successors and assigns of the Property or any party in possession or occupancy of the Property or any part thereof and shall inure to the benefit of and be enforceable by the Town.

7. If any of the restrictions, provisions, conditions or portions of this Agreement is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portions shall be deemed as separate, distinct and independent provisions and such determination shall not affect the validity of the remaining portions hereof.

8. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Town of Old Orchard Beach Zoning Ordinance.

9. In the event that Property Owner and/or its successors and assigns fail to develop or operate the Property in accordance with this Agreement or in the event of any other breach of any conditions set forth in this Agreement, the Town Council shall have the authority, after written notice to Property Owner and/or its successors and assigns, and reasonable opportunity to

cure, to terminate this Agreement or to re-zone the Property to the current zone or any successor zone. In the event of such a re-zoning, the Property shall then be used for only such uses or otherwise allowed by law. The Town shall also have the ability to enforce any breach of this Agreement or any other violation of the Zoning Ordinance through the provisions of 30-A M.R.S.A. § 4452.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the ____ day of _____ 2023.

TOWN OF OLD ORCHARD BEACH

Witness

By: _____
Its Town Council

LAND MATTERS, LLC

Witness

By: _____
Its Member & Manager
Thereunto duly authorized

Witness

Tom Gillis

STATE OF MAINE
YORK, ss.

_____, 2023

Personally appeared the above-named _____ as _____ of the Town of Old Orchard Beach and acknowledged the foregoing instrument to be their free act and deed in said capacity on behalf of said Town.

Before me,

Notary Public/Attorney at Law

STATE OF MAINE
YORK, ss.

_____, 2023

Personally appeared the above-named Tom Gillis as Member & Manager of Land Matters, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity on behalf of said Land Matters, LLC.

Before me,

Notary Public/Attorney at Law

EXHIBIT B

THE FRANKLIN CONTRACT ZONE

A. Purpose

The Franklin Contract Zone (“FCZ”) shall be located at 9 Fern Park Avenue, Town of Old Orchard Beach, Maine (Tax Map 206, Block 10, Lot 1)(the “Property”).

The purpose of the FCZ is to allow for current structure(s) located on the Property to be developed and used as a residential condominium with up to six (6) units.

The Franklin Contract Zone is consistent with the Old Orchard Beach Comprehensive Plan (“Comprehensive Plan”) Policy A.40 in that it seeks to sustainably maintain and preserve the existing structure, said structure being the former U.S. Post Office. The improvement of the current one story brick structure will include the incorporation of historic architectural materials and details which will reflect and enhance the former character of building and improve the aesthetics of the community consistent with Policy A.26 of the Comprehensive Plan. The footprint of the existing structure shall not be enlarged and the building height will be less than thirty-five (35’) feet.

Consistent with the Comprehensive Plan, The Franklin Contract Zone includes the installation of an additional five (5’) foot wide sidewalk, landscaping, and seating, along the southwesterly side of Fern Park Avenue, which shall improve pedestrian safety.

Consistent with the Comprehensive Plan, Policy A.3, The Franklin Contract Zone conforms to the predominately residential nature of the GB-2 District and the surrounding neighborhood and will add up to six (6) moderately priced residential condominium units, with rental term(s) of less than thirty (30) days prohibited, to the Town’s housing stock, which is in conformity with the Comprehensive Plan Policy A.3 to assure opportunities for affordable housing while allowing the proper workings of the real estate marketplace.

Consistent with the Comprehensive Plan, The Franklin Contract Zone will restore and improve the visual character of the premises which is prominently situated on Saco Avenue, the major gateway to the Town center. It will have no negative impact on traffic on Saco Avenue nor will it add any additional traffic to Fern Park Avenue.

Consistent with the Comprehensive Plan, the Franklin Contract Zone will not place additional burden upon the Town to provide municipal services as electric, telecommunication, water and sewer services already exist upon the Property; and, The Franklin Contract Zone shall provide private carting services for trash removal and the

removal of waste. Snow removal within the Franklin Contract Zone will be effectuated by private contractor.

Consistent with the Comprehensive Plan, Policy A.42, ample on-site parking will be provided for residents and guests consistent with Policy A 42 and in conformity with the existing on- site requirements of the Town.

B. Permitted Uses

The following uses shall be permitted in The Franklin Contract Zone (FCZ):

- (1) Single-family detached, two-family, and multifamily dwellings.
- (2) Accessory buildings, structures, or uses.
- (3) Business, professional, and governmental offices.
- (4) Retail uses of less than 5,000 square feet of gross leasable area.
- (5) Artist and craftsman studios.
- (6) Lodges and fraternal organizations.
- (7) Lodging establishments.
- (8) Municipal uses.
- (9) Community living arrangements.
- (10) Residential Condominium. For purposes of the FCZ “Residential Condominium” shall mean a residential condominium project, which units are individually owned, one hundred (100%) percent of which are used for residential purposes and not for transient use as short-term rentals.

C. Conditional Uses

The planning board may authorize the following uses in the FCZ provided that the conditions of Article VII, Chapter 78, OOBZO are met:

- (1) Automotive service and/or repair.
- (2) Retail uses in excess of 5,000 square feet of gross leasable area.
- (3) Public/private utility facility.
- (4) Wireless telecommunication facilities: architectural siting only.
- (5) Home occupations.
- (6) Cafes.

D. Prohibited Uses

Prohibited uses in the FCZ are as follows:

- (1) Truck terminals/motor freight business.
- (2) Drinking establishments.
- (3) Mobile homes.
- (4) Contractor storage yard 1 and 2.

E. Space and Bulk Requirements

Space and bulk requirements for the FCZ are as follows:

Standard	Residential Uses	Nonresidential Uses
Minimum lot area	2,300 sq. ft. NDD*	5,000 sq. ft. NDD*
Minimum lot area per unit	2,300 sq. ft.	5,000 sq. ft.
Minimum lot frontage	60 feet	60 feet
Minimum lot width	50 feet	50 feet
Minimum front yard setback, all structures	15 feet	15 feet
Minimum side yard setback, all structures	10 feet	10 feet
Minimum rear yard setback, all structures	15 feet	15 feet
Commercial use abutting a residential property	NA	25 feet
Maximum building coverage	35%	50%
Maximum building height	35 feet	35 feet

*NDD = Net development density

F. Performance Standards

(a) *Parking*. In addition to parking standards specified in Division 4, Article VIII, Chapter 78, OOBZO, all uses in the FCZ shall conform to the following parking requirements:

- (1) Where the town establishes parallel parking on Saco Avenue, properties fronting such facilities may reduce the required amount of on-site parking, specified under Division 4, Article VIII, Chapter, OOBZO, in the following manner:

Use Size	Required Off-Street Parking
<500 square feet net leasable area	None
500—1,500 square feet net leasable area	50% of required
1,500+ square feet net leasable area	100% of required

- (2) All required off-street parking shall be located in the side or rear yards of a property and not in the front yard fronting Saco Avenue.
- (b) *Driveway locations.* Notwithstanding driveway location standards specified in Division 4, Article VIII, Chapter 78, OOBZO, corner lots with less than 100 feet of frontage on Saco Avenue shall establish driveways on side streets and not access Saco Avenue directly. The combined frontage of two adjacent parcels shall be applied to the 100-foot frontage requirement, provided that the parcels share a single curb cut and driveway.
- (c) *Site improvements.* Site improvements are as follows:
 - (1) *Curbs and sidewalks.* Where nonresidential development or multifamily residential development or apartment houses in excess of five units fronts a public street, the property owner shall construct a public sidewalk and street curb within the street right-of-way for the length of the property frontage. All sidewalks and curb designs shall conform to specifications as established by the Planning Board.
 - (2) *Lighting.* Notwithstanding the standards for parking lot lighting specified in Division 4, Article VIII, Chapter 78, OOBZO, all freestanding site lighting shall:
 - a. Not exceed the height of the principal building or 14 feet, whichever is less.
 - b. From a nonresidential use, not shed more than 0.5 footcandle onto surrounding residential or nonresidential properties.
 - c. Be shielded to prevent point source glare.
 - (3) *Street trees.* Where nonresidential development or multifamily residential development in excess of five units fronts a public street, the property owner shall install street trees within the highway right-of-way or within a conservation easement fronting the property as specified by the planning board.
- (d) *Signage.* All signs in the FCA must conform to the following standards in addition to those of Division 5, Article VIII, Chapter 78, OOBZO:
 - (1) *Materials.* All proposed signage shall be constructed of either wood, metal, or fabric.
 - (2) *Lighting.* All proposed signs may be illuminated by one or more shielded external light fixtures affixed to the building, the sign, or uprights emanating from the ground. Internally illuminated signs shall be permitted.
 - (3) *Area and dimensions.* Area and dimensions are as follows:
 - a. Total aggregate signage located on the site, displayed on retractable awnings, affixed to the building, and displayed in the windows shall not exceed one square foot of signage for every two linear feet of building or storefront frontage on a public street.
 - b. Maximum aggregate signage for any business shall not exceed 40 square feet.

- c. Freestanding signs shall not exceed 15 feet in height and shall not exceed the allowable square footage. Square footage of signage allocated for the freestanding sign shall be subtracted from the maximum allowable square footage.
- d. Permitted sign area is not transferable between sides of the building located on a corner lot.

G. **Flood Plains**

Any construction or development within a flood plain, as defined by the Old Orchard Beach Flood Plain Management Ordinance, shall additionally comply with the terms of that Ordinance.

H. **Site Plan Review**

Any proposals as described in Chapter 78, Article IV (Site Plans), of the OOBZO shall be subject to site plan review and approval by the Planning Board prior to receipt of a building permit or plumbing permit.

NEW BUSINESS:

AGENDA ITEM #8021

Discussion with Action: Approve the quote from Beauregard Equipment for the purchase of a 2024 Case 621G front-end loader for \$199,008.00 from general liability insurance proceeds and the balance from CIP Public Works account #50002-50531 Operating Equipment Capital with a balance of \$73,153.09.

Chair: Shawn O'Neill



	Maine				NH	VT
Presque Isle	BANGOR	SCARBOROUGH	KNOX	CONCORD	COLCHESTER	
260 Missile St	59 Contractor Dr	14 Gibson Rd	3 Knox Ridge Rd S	231 Sheep Davis	28 Jasper Mine Rd	
207-498-3196	207-848-2050	207-885-0600	207-568-3245	(603) 225-6621	(802)893-1555	

Quotation

Date: **10/3/2023**

TOWN OF OLD ORCHARD			
To:	BEACH 1 PORTLAND AVE OLD ORCHARD BEACH, ME 04064	Phone	207-934-2250
		Cell Phone	
		E-Mail	cwhite@oob.com
Attn:	Chris White	County	York

Equip:	CASE 621G Wheel Loader
Spec:	ZBAR, CAB/AC, AM-FM/BLUETOOTH RADIO, HEATED AIR SEAT, W/HEADREST/3" BELT, ENHANCED CAB COMFORT PKG, ENHANCED, VISIBILITY BUNDLE, LED WORK LIGHTS, LIMITED SLIP, DIFFERENTIALS, 20.5R25 L2 RADIAL TIRES, RIDE, CONTROL, 2.5 CU YD JRB 416 BUCKET WITH BOLT ON EDGE, JOYSTICK, WITH 1 AUXILIARY HYDRAULIC FUNCTION, LOCKING HYDRAULIC, FOR COUPLER, REVERSING FAN, STANDARD FENDERS W/LH/RH STEPS,, COLD WEATHER PACKAGE, , ENGINE AIR PRE-CLEAN

Options		
Incl	SOURCEWELL PRICING	\$199,008.00
	Sub Total	<u>\$199,008.00</u>
	ME Tax & Fees	_____
	Misc	_____
	Total	<u>\$199,008.00</u>

ProCare: 3 Year Full Warranty & Service Plan included.
Warranty repairs and all maintenance parts and labor recommended by operators manual is included with this purchase. SiteWatch GPS System monitors machine functions, location and provides service notifications.

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

* Interest Rates quoted are subject to change without notice.

Joshua Maley _____ Customer _____

CASE
CONSTRUCTION

Wheel Loaders

G SERIES



521G

621G

721G

821G

921G

1021G

1121G

SINCE 1842



521G



621G



721G



821G



921G




1021G



1121G





Dig, load, transport or clear more — for less

Introducing the all-new G Series—a full range of powerful wheel loaders engineered to get the job done and control costs throughout the lifecycle of the machine.

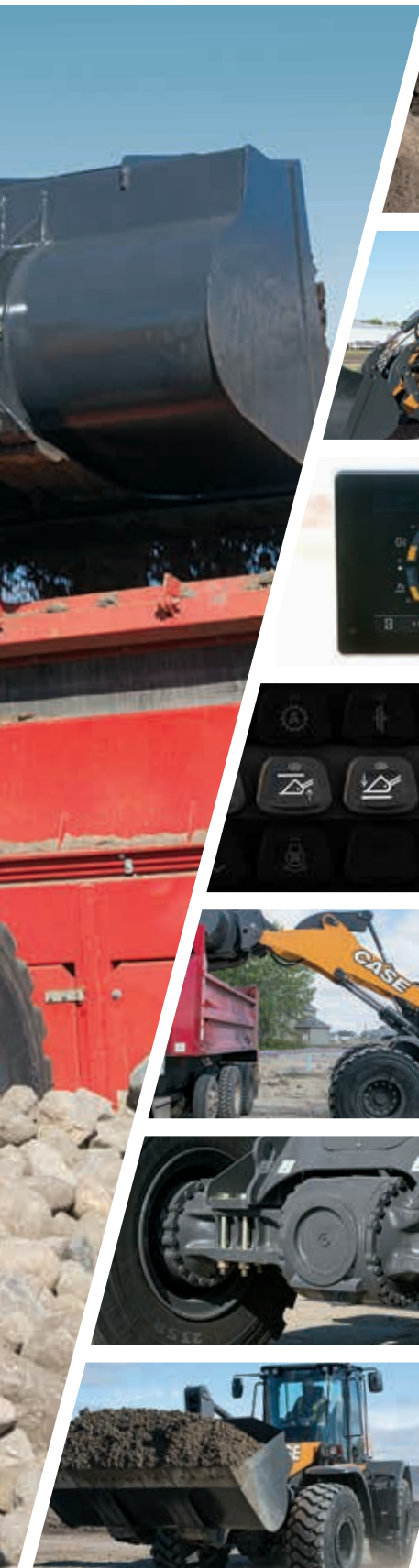
- + Best-in-class breakout force
- + Industry-leading visibility
- + 4 Power Modes
- + 5-Speed Transmission*
- + Powerful, efficient, cool running Tier 4 Final Solution
- + State-of-the-art cab for operator comfort
- + Covered by the industry's most complete protection plan — ProCare

Every design element of the G Series was analyzed and engineered to work together to provide real-world benefits and business solutions that exceed industry standards for the lowest total cost of ownership. Featuring all-new innovations that are as powerful as they are practical. From a Tier 4 engine solution that provides unmatched fuel efficiency to a cab that facilitates operator comfort and productivity, the G Series is designed to satisfy the needs of owners, fleet managers and operators.

*Optional on 621G, 721G, 821G and 921G

POWER, CONTROL, AGILITY, GET IT ALL





BEST-IN-CLASS BREAKOUT FORCE

G Series wheel loaders begin and end with one word: **PRODUCTIVITY**. From 20,000 lbs. (521G) to over 56,000 lbs. (1121G), CASE G Series wheel loaders provide best-in-class breakout force among market leaders, providing the power you need whether you're moving dirt and gravel or loading a hopper or truck.



MULTIPLE LINKAGE OPTIONS

The G Series includes XT, Z-bar and extended reach Z-bar models. The XT tool carrier allows better visibility down to the bucket / attachment and also provides parallel lift (which keeps material level during the loading and unloading process). The commonly chosen Z-bar linkage provides the greatest breakout force for strong, powerful digging and complete bucket fill.



8" LCD MULTIFUNCTION MONITOR

The high resolution, anti-glare monitor provides greater control over insight into many loader functions.



AUTOMATED BUCKET CONTROLS

Automatic bucket control features like "return-to-dig," "return-to-travel" and "height control" simplify operation while approaching trucks/hoppers and transitioning back to travel, ultimately shortening the cycle.



5-SPEED TRANSMISSION AND POWERINCH

Optional 5-speed PowerShift transmission with lock-up torque converter (621G, 721G, 821G, and 921G) provides faster acceleration and roading speeds up to 25 miles per hour. PowerInch, included with 5-speed transmission, helps maintain high RPMs and maximizes hydraulic power to the loader arms and bucket cylinder. PowerInch provides incredible accuracy and control in tight loading areas, regardless of engine speed or grade.



MULTIPLE AXLE OPTIONS

Standard limited slip axles (ideal for soft, slippery conditions) automatically transfer torque from slipping tire to gripping tire, ensuring proper traction regardless of working conditions. Optional heavy-duty axles with auto-locking front differential are ideal for applications on paved or hard pack surfaces.



RIDE CONTROL™

Optional Ride Control provides excellent material retention and machine control over rough terrain, while reducing shock loads on the machine and operator.

SEE A SIGNIFICANT REDUCTION IN FUEL

SCR TECHNOLOGY AND ADVANCED COOLING

G Series wheel loaders feature patented Tier 4 Final SCR engine technology—to manage emissions while maximizing fuel efficiency and performance.

As a result, there is:

- **NO recirculation of gases (which restricts power)**
- **NO fuel wasted to burn off particulate matter**
- **NO downtime for regeneration**
- **NO extreme exhaust temperatures generated**
- **NO expensive diesel particulate filters to replace**

SCR lets the engine do what it does best – run at peak performance. This gives the faster throttle response operators want while also maintaining low exhaust temperatures and improving fuel economy by as much as 20% compared to previous CASE wheel loader versions, or those equipped with a diesel particulate filter.

COOLER MACHINES = GREATER EFFICIENCY

To support a cool running machine, CASE features a **cooling cube module**, which positions coolers in a cube design. This ensures all coolers have access to cool, clean ambient air, limits debris buildup and provides easy access for routine cleaning. An optional variable-speed reversing fan further minimizes the risk of clogging, decreasing the need for manual cleaning.

For applications with extreme amounts of airborne debris, CASE offers a **heavy debris cooling system**.* This includes enhanced sealing of the cooling module covers and wider cooler fin spacing to better maintain the optimum operating temperatures of mechanical and hydraulic systems.

*Available on 621G and 721G





CASE

621G XT



**521G-921G:
MID-MOUNTED COOLING MODULE**

The cooling cube module positions all of the machine's coolers in a cube design and positions them behind the cab. The mid-mounted design also allows the engine to be positioned farther to rear of the machine for added counterweight. A lower engine also allows CASE to provide a rear sloped hood for best-in-class rear visibility.



**1021G & 1121G:
CASE COOLING CUBE**

The CASE cooling cube is located in the rear of the machine. A swing-out, hydraulically driven fan provides excellent access to all coolers. Removable side panels provide access to the engine components for ground-line serviceability and routine maintenance.



THREE ERGONOMIC SEAT OPTIONS

All adjustable to accommodate a wide range of operators



INDUSTRY-LEADING VISIBILITY

The cab utilizes a single piece of glass, providing improved sunshade and wider wiper coverage. External mirrors are more ergonomically placed to avoid operator fatigue.



LOAD-SENSING HYDRAULICS (4 POWER MODES)

You can easily match engine output to the task at hand with the touch of a button:

- **ECO** for maximum fuel efficiency
- **STANDARD** for quick loading
- **MAX** for aggressive digging
- **AUTO** for engine output that responds on the fly



INTEGRATED REARVIEW CAMERA (OPTIONAL)

This upgrade helps improve your visibility.



ERGONOMIC CONTROLS AND ARMREST

The loader controls and armrest move together both with and independently of the seat.

IMPROVED JOYSTICK STEERING

Symmetrical to loader controls, this system gives the operator greater comfort and control.



AUTOMOTIVE FEEL. INDUSTRIAL PERFORMANCE

INDUSTRY-LEADING VISIBILITY, ADDED COMFORT AND IMPROVED ERGONOMICS

Comfortable and intuitive with an all-new cab, the G Series is engineered for enhanced styling, superior comfort, practical innovation and intuitive technology. The G Series features improved visibility, upgraded electronics, an 8" LCD color monitor with optional integrated rearview camera, an optional heated air-ride seat, and one of the best HVAC systems in the industry.

Add to that a new, ergonomically designed joystick steering system that provides the operator with a symmetrical operating station to control loader functions and machine steering. This helps reduce fatigue—especially during repetitive, high-production applications—by eliminating the need to overextend or overexert while operating the controls.



MEMBRANE KEYPAD
(Replaces rocker switches)
The touch of a button controls multiple functions and allows the operator to program detents (e.g., height control, return to dig) from within the cab.



BLUETOOTH SATELLITE RADIO
This system also comes with a USB/iPod connector and phone charger.



PREMIUM HEATED AIR-RIDE SEAT (OPTIONAL)
The heated air-ride seat is available with active suspension and dynamic dampening.

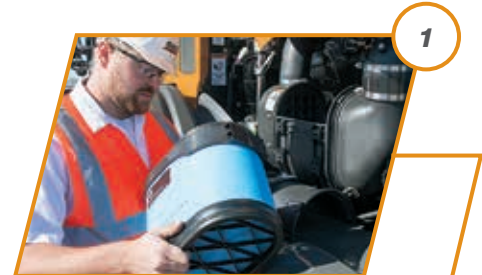


LIGHTING
Each G Series offers a variety of LED work light options to provide greater visibility and safer working conditions in low-light applications.

INDUSTRY-LEADING GROUND-LINE ACCESS

WE MAKE MAINTENANCE SIMPLE

G Series wheel loaders feature an electric rear hood lift* that provides easy access to the engine compartment for excellent ground-line serviceability. All major regular service points can be accessed from ground level, meaning daily maintenance can be completed in a matter of minutes.



NO TOOLS NEEDED

The G Series continues the CASE hallmark of simple serviceability with features like tool-free access to the oil cooler, radiator, other routine maintenance points and auxiliary hydraulic Connect Under Pressure (CUP) manifolds.

EASY ACCESS TO EVERYTHING

- 1 Engine filter
- 2 Electric rear hood lift*
- 3 Mid-mounted cooling module
- 4 Hydraulic tank site gauge
- 5 Grouped grease points
- 6 Jump-start posts
- 7 Environmental drain ports
- 8 Fuel/DEF fill
- 9 Engine oil check and fill
- 10 HVAC fresh air filter and recirculation air filter

*Available on 621G-1121G models



Protected by
ProCare

FACTORY WARRANTY
PLANNED MAINTENANCE
TELEMATICS

GO BIG, WE'VE GOT YOU COVERED

CASE ProCare is the first all-in-one heavy machine support program that's as powerful as the equipment it protects. Best of all, ProCare comes standard on G Series wheel loaders and keeps you covered for up to three full years. It's the assurance growing businesses need to stay competitive, productive and profitable.



**3-yr/3000-hr
Full-Machine
Factory Warranty***
STANDARD

**3-yr/3000-hr
Planned
Maintenance**
STANDARD

**3-yr Advanced
SiteWatch™
Subscription**
STANDARD



SUPPORT COMES STANDARD



STRONGER PRODUCT SUPPORT SOLUTIONS

Your CASE dealer knows best how you can maximize your equipment investment and uptime—with genuine CASE parts, expert service and a complete range of product support solutions including CASE remanufactured and all-makes parts. CASE supports better parts availability and faster deliveries through nine parts distribution centers in North America and a forecasting system to ensure that the right parts will be there when you need them. And only CASE dealers have exclusive access to the Electronic Service Tool (EST) that quickly pinpoints machine issues. Just ask your dealer for details.



FLEXIBLE FINANCIAL OPTIONS

Specialized finance programs and flexible leasing packages put you in the driver's seat of industry-leading CASE equipment while no-nonsense warranties and comprehensive protection plans ensure that your equipment is protected. As the only finance company dedicated to CASE, we offer strong products and services designed around your unique needs and are the only ones supported by the helpful service professionals at your CASE dealer.

ATTACHED TO VERSATILITY

INTEGRATED HYDRAULIC QUICK-COUPLER

CASE offers an integrated hydraulic quick-coupler on our wheel loaders that lets operators conveniently switch out attachments from the comfort of the cab. Its factory-built design offers improved visibility and won't alter the physics or breakout force of the machine like after-market options will.



140 ATTACHMENTS AND THEN SOME

G Series wheel loaders work with more than 140 CASE attachments, including buckets, forks, brooms and more. CASE also has partnerships with numerous attachment manufacturers for even greater versatility. Consult your dealer for details.



SMARTFIT™ BUCKET TEETH

G Series buckets come standard with the innovative SmartFit bucket tooth system. These heavy-duty, self-sharpening teeth combine exceptional strength and unmatched ease of installation thanks to a hammerless fastener system with reusable locking pins. Available in a full range of styles.

SMARTFIT™
BUCKET TOOTH SYSTEM



SPECIFICATIONS AND DIMENSIONS

SPECIFICATIONS	521G	621G	721G	821G	921G	1021G	1121G
Engine	FPT F4HFE413NB	FPT F4HFE613W	FPT F4HFE613T	FPT F4HFE613S	FPT F4HFE613R	FPT F2CFE614H	FPT F2CFE614F
Emissions Certification*	Tier 4 Final	Tier 4 Final	Tier 4 Final	Tier 4 Final	Tier 4 Final	Tier 4 Final	Tier 4 Final
Displacement – in³ (L)	275 (4.5)	411 (6.7)	411 (6.7)	411 (6.7)	411 (6.7)	531 (8.7)	531 (8.7)
Cylinders	4-cylinder in-line	6-cylinder in-line	6-cylinder in-line	6-cylinder in-line	6-cylinder in-line	6-cylinder in-line	6-cylinder in-line
Net Horsepower – hp (kW)	131 (98)	162 (121)	179 (133)	211 (158)	242 (180)	296 (221)	320 (239)
Net Peak Torque – lb·ft (Nm)	424 (575)	510 (692)	674 (914)	845 (1 145)	930 (1 261)	1,064 (1 442)	1,154 (1 564)
Operating Weight – lb (kg)	24,290 (11 018)	28,159 (12 773)	32,492 (14 738)	40,057 (18 170)	45,070 (20 443)	56,365 (25 567)	61,650 (27 964)
Breakout Force – lb (kg)	19,370 (8 786)	25,487 (11 561)	32,158 (14 587)	35,288 (16 007)	37,688 (17 095)	45,049 (20 434)	49,934 (22 650)
Full Turn Tipping Load, ISO Deflected Tires – lb (kg)	16,030 (7 271)	19,158 (8 690)	20,587 (9 338)	24,514 (11 119)	28,529 (12 940)	35,723 (16 204)	38,457 (17 444)
Bucket Capacity Range: Bolt-on-Edge – yd³ (m³)	2.1 - 2.6 (1.6 - 2.0)	2.5 - 3.0 (1.9 - 2.3)	3.0 - 3.5 (2.3 - 2.7)	3.5 - 4.5 (2.7 - 3.4)	4.0 - 4.75 (3.1 - 3.6)	4.75 - 5.5 (3.6 - 4.2)	5.25 - 6.25 (4.0 - 4.8)
Transmission Gears	4F/3R	4F/3R	4 or 5F/3R	4 or 5F/3R	4 or 5F/3R	4F/3R	4F/3R
Bucket Size: GP with Bolt-on-Edge – yd³ (m³)	2.3 (1.8)	2.75 (2.1)	3.25 (2.5)	4.25 (3.2)	4.75 (3.6)	5.5 (4.2)	6.25 (4.8)
Max. Material Density, ISO – lb/yd³ (kg/m³)	3,485 (2 068)	3,483 (2 067)	3,167 (1 879)	2,884 (1 711)	3,003 (1 782)	3,248 (1 927)	3,077 (1 826)
DIMENSIONS	521G	621G	721G	821G	921G	1021G	1121G
Height to Top of ROPS Cab	128.9 in (3 275 mm)	133.2 in (3 384 mm)	133.0 in (3 378 mm)	136.2 in (3 460 mm)	136.4 in (3 464 mm)	140.8 in (3 577 mm)	140.8 in (3 576 mm)
Hinge Pin Height	142.0 in (3 606 mm)	150.9 in (3 833 mm)	156.5 in (3 976 mm)	162.2 in (4 120 mm)	162.3 in (4 124 mm)	167.1 in (4 245 mm)	175.2 in (4 449 mm)
Dump Height – Fully Raised, 45° Dump	106.7 in (2 711 mm)	112.2 in (2 849 mm)	115.2 in (2 926 mm)	117.3 in (2 981 mm)	114.6 in (2 912 mm)	121.1 in (3 077 mm)	126.3 in (3 209 mm)
Operating Height – Fully Raised with Spillguard	184.3 in (4 682 mm)	195.6 in (4 968 mm)	205.7 in (5 225 mm)	215.4 in (5 471 mm)	220.1 in (5 589 mm)	229.3 in (5 823 mm)	242.0 in (6 147 mm)
Bucket Reach – Fully Raised, 45° Dump	39.8 in (1 012 mm)	38.0 in (965 mm)	44.2 in (1 123 mm)	43.4 in (1 102 mm)	46.8 in (1 189 mm)	49.8 in (1 265 mm)	50.1 in (1 273 mm)
Wheelbase	108.3 in (2 750 mm)	114.2 in (2 900 mm)	128.1 in (3 253 mm)	131.5 in (3 340 mm)	131.5 in (3 340 mm)	139.8 in (3 550 mm)	139.8 in (3 550 mm)
Overall Length – Bucket Level on Ground	263.3 in (6 687 mm)	287.9 in (7 312 mm)	301.6 in (7 660 mm)	315.1 in (8 004 mm)	322.7 in (8 198 mm)	352.3 in (8 949 mm)	361.1 in (9 172 mm)
Ground Clearance	13.4 in (341 mm)	15.3 in (389 mm)	15.1 in (384 mm)	17.0 in (431 mm)	17.1 in (435 mm)	17.2 in (437 mm)	17.2 in (437 mm)
Overall Width without Bucket	96.4 in (2 448 mm)	97.6 in (2 478 mm)	100.7 in (2 558 mm)	111.4 in (2 829 mm)	111.4 in (2 829 mm)	117.2 in (2 978 mm)	117.2 in (2 978 mm)
Angle of Departure	30°	25°	29°	29°	29°	23°	23°

*Note:

DOC = Diesel Oxidation Catalyst

DPF = Diesel Particulate Filter

SCR = Selective Catalytic Reduction



BUILDING A STRONG CASE

Since 1842, we at CASE Construction Equipment have lived by an unwavering commitment to build practical, intuitive solutions that deliver both efficiency and productivity. We continually strive to make it easier for our customers to implement emerging technologies and new compliance mandates.

Today, our global scale combined with our local expertise enables us to keep customers' real-world challenges at the center of our product development. This focus has led to numerous innovations like Ride Control™, EZ-EH controls, blade shake, PowerLift™, over-center boom design and the peace of mind that only CASE ProCare provides.

Every CASE machine is backed by more than 300 North American dealer locations, thousands of OEM, remanufactured and Gold Value™ parts, and flexible financing and insurance options that provide the kind of reliable, steadfast support you expect from a professional partner.

We are passionate about improving the lives of others, whether investing in our veterans or raising awareness about local infrastructure initiatives through Dire States. Our goal is to build both stronger machines — and stronger communities.

At the end of the day, we do what's right by our customers and our communities so that they can count on CASE.

CaseCE.com/G-Series

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Form No. CCE201812GWL
Replaces Form No. CCE201702GWL

IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly
NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

AGENDA ITEM #8022

Discussion with Action: Approve the quote from Allegiance Trucks for the repair of the 2013 International plow truck for \$7,009.58 from account #20151-50452 Operating Equipment Repair with a balance of \$136,626.03.

Chair: Shawn O'Neill



Allegiance Trucks Bangor - Hermon, ME

571 Coldbrook Road Hermon, Maine 04401-1305
 Phone: (207) 941-9600



Case Number: 13912241
Repair Order Number: R512005141
Purchase Order Number: N/A
Service Advisor: Roderick, Ryan - Case Date 2023-09-29 14:11:28 -0400

Customer: Old Orchard Beach Highway	Unit Number: 15	 DH352128
Address: PUBLIC WORKS GARAGE 103 SMITHWHEEL ROAD OLD ORCHARD BEACH, ME 04064 Phone: (207) 934-2250 Fax: N/A Customer Number: 119628	Asset: 2013 International SA525 Serial Number: DH352128 VIN: 1HTWDAAR3DH352128 Engine: INTERNATIONAL DT466/MAXXFORCE DT	

Item	Operation Name	Parts	Additional Charges	Totals
1	NO CHARGE COURTESY INSPECTION Complaint: COMPLETE COURTESY INSPECTION Labor:			\$0.00
2	DIAGNOSTIC 4 HOURS-C/S HARD COLD START Complaint: DIAGNOSTIC 2 HOURS- C/S HARD COLD START. Labor: Additional Charges: COMP-H, COMPUTER HOOK UP		\$85.00	\$560.00 \$85.00 \$85.00
3	ADDITIONAL DIAGNOSTICS Labor:			\$560.00
4	RESEAL OIL RAIL, HP OIL PUMP, ENG BRAKE VALVE Labor: Parts: -(1.0) GASKET ASSY, VALVE COVER -(1.0) SEAL,KIT, HP OIL RAIL SEALS -(1.0) KT XMSN,VALVE ASSY ENG BRAKE S -(1.0) PUMPKIT, REMAN HIGH PRESSURE	\$890.58 \$121.14 \$690.69 \$2,372.17		\$1,680.00 \$4,074.58 \$890.58 \$121.14 \$690.69 \$2,372.17

Parts: \$4,074.58
Labor: \$2,800.00
Shop Supplies: \$50.00
Other Misc Charges: \$85.00
Total: \$7,009.58

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____ DATE: __/__/__

AGENDA ITEM #8023

Discussion with Action: Approve the quote from Vortex Services for wet well and pump station cleaning at the Wastewater Treatment Facility for \$17,300 from account #20161-50342 Waste Pumping Expense with a balance of \$40,000.

Chair: Shawn O'Neill



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

September 25, 2023

Greetings Chris,

Subject: **Fall 2023 Pump Station Cleaning**

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

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

- A. Confined Space Entry, including continuous air monitoring and retrieval system
- B. Lock Out Tag Out Pump Stations
- C. Plug inlet line to stop incoming flow as needed
- D. Perform pump station cleaning at the following locations, as requested by the customer:
 - Comfort Station
 - West Grand
 - East Grand
 - ½ Way
 - Primary Holding Tank
 - Influent Launder
 - Dunegrass 100 & 200
- E. Remove and dispose debris at EcoMaine, paid by customer

Project Responsibilities

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

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

Vortex Services, LLC.

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



Vortex Services, LLC. Employees

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

Vortex Services LLC. Equipment

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

Differing conditions

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

Delays

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

Billable Units for Each Biannual Cleaning

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

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

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

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

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

Sincerely,

Paul Pomerleau
Project Manager

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

AGENDA ITEM #8024

Discussion with Action: Accept the grant funds from the Community Resilience Partnership Community Action Grant in the amount of \$33,500 to be used towards conducting energy audits of six (6) municipal buildings including Town Hall, Public Works, Wastewater Treatment Administration Building, Police Department, Fire Department, and the Recreation Building, and enacting an implementation plan for energy efficiency upgrades and weatherization.

Chair: Shawn O'Neill



**STATE OF MAINE
GOVERNOR'S OFFICE OF POLICY
INNOVATION AND THE FUTURE**

**Hannah Pingree
Director**

**Janet T. Mills
Governor**

AWARD CONFIRMATION

October 4, 2023

Mike Foster
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064

RFA#202305100: Award confirmation for Community Resilience Partnership Community Action Grant

Dear Mr. Foster,

This letter is in regard to the Request for Applications (RFA) issued by the State of Maine Governor's Office of Policy Innovation and the Future (GOPIF) for the Community Resilience Partnership Community Action Grant. The Department is pleased to confirm your award in the amount of \$33,500.00.

To accept this award and indicate your organization's good faith intention to satisfy the roles, deliverables, timelines, and outcomes set forth in the scope of work, sign below and return to GOPIF.

The grant performance period is October 26, 2023 to October 25, 2024. Quarterly reports are due 15 days after the close of the preceding quarter (Quarters: 1/1–3/31; 4/1–6/30; 7/1–9/30; 10/1–12/31). A final report is due 30 days after the end of the grant period. The State of Maine reserves the right to reclaim any or all of the grant award in the event that the Department deems a good faith effort has not been made by the awardee.

Attached to this letter you will find copies of the RFA and your application, and a quarterly reporting template. Ashley Krulik is the point of contact for your grant and can be contacted by phone at (207)-816-2717 or via email at ashley.krulik@maine.gov. Thank you again for your interest in doing business with the State of Maine.

Sincerely,

Hannah Pingree
Director, Governor's Office of Policy Innovation and the Future

To confirm acceptance of this grant award and commit to the roles, deliverables, timeline, and outcomes in your attached scope of work, please sign, date, and return to Brian Ambrette at GOPIF. Thank you.

Authorized Signature

Name

Date

State of Maine
Governor's Office of Policy Innovation and the Future
APPLICATION COVER PAGE
RFA# 202305100

Community Resilience Partnership Community Action Grant

Applicant's Organization Name:		Town of Old Orchard Beach	
Chief Executive - Name/Title:		Diana Asanza / Town Manager	
Tel:	(207) 937-5628	E-mail:	dasanza@oobmaine.com
Headquarters Street Address:		1 Portland Ave	
Headquarters City/State/Zip:		Old Orchard Beach, Maine, 04064	
<i>(Provide information requested below if different from above)</i>			
Lead Point of Contact for Application - Name/Title:		Mike Foster/Associate Town Planner	
Tel:	(207) 937-5636	E-mail:	mfoster@oobmaine.com
Headquarters Street Address:		1 Portland Ave	
Headquarters City/State/Zip:		Old Orchard Beach, Maine, 04064	

- This Application and the pricing structure contained herein will remain firm for a period of one hundred eighty (180) days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Applicant's Application.
- No attempt has been made, or will be made, by the Applicant to induce any other person or firm to submit or not to submit an Application.
- The above-named organization is the legal entity entering into the resulting contract with the Department should they be awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

To the best of my knowledge, all information provided in the enclosed application, both programmatic and financial, is complete and accurate at the time of submission.

Name (Print): Tim Fleury Tim Fleury	Title: Executive Assistant to the Town Manager
Authorized Signature: 	Date: 9/28/2023

State of Maine
Department of Governor’s Office of Policy Innovation and the Future
DEBARMENT, PERFORMANCE, & NON-COLLUSION CERTIFICATION
RFA# 202305100


Community Resilience Partnership Community Action Grant

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.**
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
- d. Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default.*
- e. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

Failure to provide this certification will result in the disqualification of the Applicant’s Application.

Name (Print): Tim Fleury	Title: Executive Assistant to the Town Manager
Authorized Signature: 	Date: 9/28/2023

State of Maine
Governor's Office of Policy Innovation and the Future
APPLICATION FORM
RFA# 202305100
Community Resilience Partnership Community Action Grant

In responding to each Criteria below, Applicants should refer to the information provided in the corresponding areas of the Activities and Requirements section in the RFA. Applicants must use this application to respond to all desired information outlined here and in the RFA.

Criteria 1: Eligibility and Applicant Information

Applicant's Organization Name:	Town of Old Orchard Beach
Applicant's Organization is a:	<input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Government <input type="checkbox"/> Township, plantation, or unorganized territory <input type="checkbox"/> Service provider organization <input type="checkbox"/> This is a joint application for a Group of Communities (if applicable).
Is applicant(s) currently enrolled in the Community Resilience Partnership?	<input checked="" type="checkbox"/> yes or <input type="checkbox"/> enrolling simultaneously
In partnership with: <i>Letters of Support must be provided with Application.</i>	<div style="background-color: #e1eef6; padding: 2px;">List Partners (if any)</div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div>

Criteria 2: Previous Community Action Grant status

Is this the community's first application to the Community Action Grant?	<input checked="" type="checkbox"/> yes or <input type="checkbox"/> no (If yes, skip the rest of this section.)
Does your community currently have an active Community Action Grant?	<input type="checkbox"/> yes , from: <input type="checkbox"/> Spring 2022 <input type="checkbox"/> Fall 2022 or <input checked="" type="checkbox"/> no (If no, skip the rest of this section.)

Has an extension ever been requested for the active grant?	<input type="checkbox"/> yes or <input type="checkbox"/> no
If this grant application is successful, what specific steps will the community take to ensure both grants are completed on-time?	

Criteria 3: Community Characteristics

Complete the table describing the characteristics of the community. See the RFA document (Section H-2 of Activities and Requirements) for information and instructions for completing this table. If this is a multi-community application, use the additional rows for each of the communities in the Group.

Community Name	Community Type (Municipality, Tribal Government, Plantation, Township, or Unorganized territory)	Region (1, 2, 3, 4)	Population	Social Vulnerability (low, medium, high)
Old Orchard Beach	Municipality	1	8,960	Medium

Criteria 4: Maine Won't Wait Strategy and Action(s)

Project Title
Improving the Energy Efficiency of Old Orchard Beach's Municipal Facilities and Buildings: Energy Audits and Implementation Plan for Energy Efficiency Upgrades and Weatherization

For no-match grants, which Maine Won't Wait strategy <u>and</u> action(s) does the project seek to implement?
<i>For grants to support other community-defined climate priorities, applicants must describe the project and how it meets the goals of Maine Won't Wait and complete the cost-share table in the budget worksheet below.</i>

This project aligns with the following Maine Won't Wait strategies and actions:

Strategy B: Modernize Maine's Buildings

Action 1: Adopt and execute a plan for energy efficiency and building envelope weatherization improvements for municipal buildings.

Strategy C: Reduce Emissions through Clean Energy Innovation

Action 1: Conduct a baseline for energy usage for municipal government including electricity, heating and transportation fuels, and other energy sources.

Criteria 5: Scope of Work

Project Description

Describe the proposed project, including the specific tasks and deliverables, roles and responsibilities, and expected outcomes.

Task 1: Issue RFP and Select Consultant to Conduct Energy Audits of Six Municipal Buildings

The Town of Old Orchard Beach (OOB) will conduct a request for proposals (RFP) process to hire a qualified energy contractor to complete energy audits of six municipal facilities/buildings (Town Hall, police department facility, fire department facility, Public Works building, wastewater treatment facility, and public library), support the Town with identifying appropriate energy efficiency actions based on the results of the audits, and develop an implementation plan for those actions.

OOB staff will draft and publish the RFP. The OOB Town Council, with support from municipal staff, will review proposals, select a qualified consultant, and enter into an agreement with the selected consultant. Diana Asanza/project contact, Tim Fleury/Brian Bohn – project coordinators.

Task 2: Conduct Energy Audits

The selected consultant will conduct energy audits of the six municipal facilities listed above. Municipal staff will coordinate with the consultant to provide necessary access to and information about municipal buildings to support the audits. The audits will meet ASHRAE Level 2 requirements, which results in more detailed energy calculations and added financial analysis of proposed energy measures. This level of audit uses utility data over a longer period of time so that the auditor can better understand the building's energy use.

For each facility/building, the consultant will conduct a preliminary assessment including staff engagement and an overview of energy usage; collect and analyze energy data; conduct the energy audits; analyze renewable energy potential; assess energy management and operational practices; and develop energy efficiency

recommendations. The consultant will first analyze utility bills for each facility/building. They will review historical electric records; analyze seasonal trends, rate information, service; and prepare summary charts of usage, fuel costs, and other pertinent information for inclusion in final energy audit. The consultant will then conduct an Energy Conservation Measures (ECM) analysis. They will review any proposed new equipment plans and proposed equipment specifications and conduct site visit of facilities with site contacts; calculate baseline energy use of each facility/building and evaluate energy savings from installing high efficiency equipment where possible.

The preliminary assessments and energy audits will provide a baseline for better understanding current energy usage in order to identify potential actions for improving energy efficiency. They will also aid the town with determining priority and feasible energy efficiency measures (Tasks 4 and 5). Engagement of municipal staff from each facility/building will build awareness among staff of current energy usage, the benefits of undertaking efficiency measures, and opportunities for improvements at each facility/building. Additionally, it will help to build staff support for implementation of energy efficiency upgrades and weatherization efforts.

The consultant will assemble all of the data, assessment results, findings, and recommendations and provide them to the Town (Task 3).

Task 3: Report of Findings, Recommendations, and Cost Estimates for Energy Efficiency Upgrades/Weatherization

The consultant will prepare a written report summarizing the energy audit findings, data used in the audits, and recommendations for energy efficiency upgrades and weatherization activities. The report will include the following information at a minimum: description of operation - seasons, volume, components of major activities, and future plans; summary of current energy usage - seasonal profile, utility rate information where applicable, equivalent unit cost by fuel type, and load analysis; recommended energy efficiency improvements - description of measures and interaction with other systems, estimated annual savings, estimated project costs, and simple payback; and potential funding sources including incentive, grant, and financing programs. The report will also discuss next steps for pursuing each of those potential funding programs.

The report will serve as the basis for determining what energy efficiency and weatherization activities to prioritize for OOB. The consultant will deliver an electronic copy of the report to Town staff and the Town Council. A summary of the report will be presented in Task 4.

Task 4: Community Workshop to Discuss Audit Results and Recommendations

Town staff will organize and hold a community workshop to present the results of the energy audits and recommendations for energy efficiency measures to OOB staff, elected officials, volunteer board members, and community members. During the workshop, Town staff and the consultant will present an overview of the report developed in Task 3, including current energy usage information for the six facilities/buildings; results of the energy audits; opportunities for efficiency upgrades and weatherization; and cost estimates for some of those measures. Town staff will

facilitate a question and answer session and then a discussion among participants of what measures the Town should prioritize for implementation. Staff will provide a written summary of comments, questions, and suggestions provided by workshop participants.

The workshop will be held in-person at the Town Hall and broadcast live via the municipal video streaming platform to enable participation of community members that are unable to, or choose not to, attend the event in-person. An open public comment period will be held after the workshop to allow for additional input from community members about what measures they think the Town should prioritize. That input will be summarized and added to the workshop summary notes. The workshop will be publicized via multiple forums, including a local newspaper, the Town's website, social media accounts, and hard-copy announcements in municipal buildings, including the Town Hall and library in an effort to reach community members that receive their news through a variety of means. Diana Asanza/project contact, Tim Fleury/project coordinator.

The community input gathered during the workshop and after via the public comment period will directly inform the energy efficiency implementation plan (Task 5).

Task 5: Development of Implementation Plan

Municipal staff, with support from and advised by the energy contractor, will develop an implementation plan for appropriate and feasible energy efficiency and weatherization recommendations for the six municipal facilities/buildings. The plan will be informed by input received during the Community Workshop (Task 4). This plan will be included as an attachment to the energy audit report prepared in Task 3. The implementation plan will present specific steps, timelines, and responsibilities for implementing recommended priority energy-saving measures. It will also identify funding options, grants, incentives, or financing mechanisms that could be pursued by OOB to support the measures.

Municipal staff will present the implementation plan to the Town Council at a regularly scheduled meeting. The Council will determine which energy efficiency and/or weatherization measures to pursue first and appropriate next steps for implementation of those measures. Diana Asanza/project contact, Tim Fleury/project coordinator.

Task 6: Community Outreach

Throughout the duration of the project, Town staff will conduct outreach and education efforts about the project to inform community members about what is being done, why, and the benefits to the OOB community. Staff will publish updates about the project in community newsletters; create a factsheet to post in municipal buildings, including the Town Office and library; and make regular postings about the project via the Town's social media accounts. Diana Asanza/project contact, Tim Fleury/project coordinator.

Project Timeline

Describe the timeline for completing each task or deliverable and the expected completion of the grant-funded project.

Task 1: Issue RFP and Select Consultant to Conduct Energy Audits of Six Municipal Buildings

September 2023 – December 2023

Task 2: Conduct Energy Audits

December 2023 – March 2024

Task 3: Report of Findings, Recommendations, and Cost Estimates for Energy Efficiency Upgrades/Weatherization

March 2024 – May 2024

Task 4: Community Workshop to Discuss Audit Results and Recommendations

June 2024 – August 2024

Task 5: Development of Implementation Plan

August – September 2024

Task 6: Community Outreach

September 2023 – September 2024

Choose the desired grant period: 12 months or 24 months

Note: The grant performance period is expected to begin on or around September 1, 2023.

Project Need

Describe the need for the project. Why is this project a community priority?

The Town of Old Orchard Beach (OOB) recently completed community discussions about climate change as part of its process to enroll in the Community Resilience Partnership. The need to understand current energy usage of municipal buildings and take steps to improve energy efficiency of those buildings was identified as a priority for the Town by municipal staff, board and committee members, and community members in order to enhance OOB's climate resilience. Additionally, pursuing energy efficiency improvements for municipal facilities and buildings was noted as an important measure that would not only reduce OOB's contributions to the drivers of climate change, but also save the community money on energy usage in the future.

Currently, OOB tracks annual energy costs for municipal buildings and facilities, but does not have information about the relative cost of different types of energy usage of municipal buildings and facilities. Further, the Town does not have information about the appropriateness of current energy usage based on the facility/building size and type. The Town also lacks information and guidance about what steps it could take to reduce energy usage and cost by improving energy efficiency and weatherization of municipal facilities/buildings. That information is necessary so that the Town has a more thorough understanding of its energy usage, as well as opportunities for implementing effective energy efficiency upgrades and weatherization activities. Having the information will allow OOB to increase its energy efficiency, lower energy costs, and improve its resilience. Additionally, the efforts undertaken by the Town as part of this project will serve as an example for community members and help to demonstrate OOB's commitment to climate action.

Community Engagement and Equity Considerations

Describe your approach to community engagement. Maine's climate response must ensure shared benefits across diverse populations of Maine people. Applicants should include robust community engagement in their action grant proposals, for example inclusive planning processes so that diverse community voices are able to participate. Climate change impacts will create the greatest hardships for already marginalized communities, and Maine must identify and promote solutions to help the people most vulnerable to climate impacts. Applicants should consider the potential benefits of their proposed climate action projects and, if applicable, describe how the project distributes those benefits equitably.

The project will include robust community engagement activities about municipal energy usage, the results of the energy audit, measure for improving energy efficiency of municipal buildings and facilities, and why it's important for OOB to enhance its energy efficiency to improve climate resilience.

OOB is designated as a 'medium' socially vulnerable community. This designation is driven by the town's relatively large percentage of individuals over the age of 65, civilians with a disability, and households below the poverty level. Community engagement and outreach materials will be designed with those populations in mind and will be tailored to OOB's unique demographic conditions. For example, information about the project will be shared with community members via online platforms, such as the Town's website and social media accounts, as well as through hardcopy versions of newsletters so that community members that only receive their information one way or the other can access information about the project. Additionally, an informational fact sheet about the project will be posted in public buildings such as the library and Town Hall to reach different community members.

Town staff will work to ensure that all public engagement materials are accessible to diverse audiences and explain concepts in clear and plain language.

Town staff will also plan an inclusive public engagement schedule: Scheduling the community workshop at a time and date that would likely be convenient for most community members, including seasonal residents; providing opportunities for community members to provide input outside of the in-person workshop; and encouraging participation of and input from diverse community voices.

The financial responsibility of municipal energy costs is born by taxpayers within the community, many of whom are older and likely on a fixed income. This project will result in cost-savings opportunities for the Town through lowering energy usage and costs for municipal facilities/buildings. As such, local taxpayers will directly benefit from the project as the amount of tax dollars directed toward energy costs will likely decrease. The broader community will also benefit as those tax dollars from energy cost savings can be redirected toward other community services.

Criteria 6: Budget

Budget Narrative

Please provide a detailed explanation of your proposed project expenses organized by task, including how the proposed grant funding will be combined with other funding sources to support the project.

Task 1: Issue RFP and Select Consultant to Conduct Energy Audits of Six Municipal Buildings

This task will be completed by Town staff as part of their regular positions; no grant funding is requested for this task

Task 2: Conduct Energy Audits & Task 3: Report of Findings, Recommendations, and Cost Estimates for Energy Efficiency Upgrades/Weatherization

\$30,000

These tasks will cost a total of \$30,000 and will be entirely supported by Community Action Grant funds. The full expense will be for the selected consultant's services.

Task 4: Community Workshop to Discuss Audit Results and Recommendations

June 2024 – August 2024

\$1,000

This task will be undertaken by both the consultant and municipal staff. Municipal staff will participate as part of their regular positions and will not require grant funding. The requested amount of \$1,000 for this task will go toward the consultant's time to prepare for and participate in the workshop.

Task 5: Development of Implementation Plan

\$2,500

This task will be led by the consultant and the full requested amount of \$2,500 will support the consultant’s time to develop the implementation plan. Town staff will also assist with this task and will do so as part of their regular positions, so no grant funding is needed by town staff.

Task 6: Community Outreach

This task will be completed by Town staff as part of their regular positions; no grant funding is requested for this task

Cost-Share Table (if applicable)

Which cost share applies to the lead applicant?
What is the project cost share amount?

A cost share will apply For Climate Action Grants that implement other community climate and energy priorities (i.e., activities not found in the Community Action Inventory).

Tier 1: Communities with populations less than 4,000

Tier 2: Communities with EITHER populations between 4,000 and 10,000 OR tax assessment less than \$25 million (according to State Revenue Sharing data).

Tier 3: Communities with populations greater than 10,000 AND tax assessment greater than \$25 million (according to State Revenue Sharing data).

Tier 1	Tier 2	Tier 3
10% local match	10% local match	20% local match

Local match is not required for this project, as it aligns with activities listed in the Community Action Inventory and State Climate Action Plan. While match is not required, town staff will dedicate time to supporting project tasks in order to successfully complete them.

Budget Worksheet

Project Task	Funds Requested	Other Funds (match, rebates, etc.)	Total Project Budget
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Task 1	\$0	*Town staff time (in-kind match)	\$0
Tasks 2 and 3	\$30,000		\$30,000
Task 4	\$1,000	*Town staff time (in-kind match)	\$1,000
Task 5	\$2,500	*Town staff time (in-kind match)	\$2,500
Task 6	\$0	*Town staff time (in-kind match)	\$0
Total	\$33,500		

****Note:** The in-kind match from town staff participation is not quantified as staff will participate in project tasks as necessary to successfully complete them. No grant funding is requested for town staff participation.*

IMPORTANT: The applicant’s budget narrative and budget worksheet must include any applicable incentives or rebates (for example, from Efficiency Maine) at the time of application, including for electric vehicles and charging equipment, heat pumps and VRF systems, LED lighting, and water heaters.

State of Maine
Governor's Office of Policy Innovation and the Future
LETTERS OF SUPPORT
RFA# 202305100
Community Resilience Partnership Community Action Grant

Applicants are strongly encouraged to include letters of support from municipal and county officials, local civic leaders, or state legislators.

If this is a collaborative application from multiple communities, all participating communities must include a letter of support.



Memories Start *Here*

Town Of Old Orchard Beach
1 Portland Ave, Old Orchard Beach, ME 04064
207.937.5626
dasanza@oobmaine.com
www.oobmaine.com

July 7, 2023

To whom it may concern,

This letter is in support of the CRP Community Action Grant application by the Town of OOB.

It has long been a hope of mine that we could bring solar to the Town's municipal buildings. While we now have a solar farm in Town which unfortunately, I am unable to access (which I still don't understand why) the fact is that we have the space available for the panels (the original dump) and the distance between all our facilities is small. We actually are a pretty small town geographically as well as population during the off season. But to get there, we have to start with analyzing where we are today. That is what the grant will do. It will be applied to an energy audit of all of our municipal buildings. This will get us a baseline of where we are in terms of energy efficiency building by building which is the first step we need to take to move forward.

I hope you look favorably on our application for a grant.

Sincerely yours,
Kimbark G. Smith
Chair, OOB CONCOM

STATE OF MAINE
Governor’s Office of Policy Innovation and the Future



RFA# 202305100

**Community Resilience Partnership
Community Action Grant**

RFA Coordinator	<p>All communication regarding the RFA <u>must</u> be made through the RFA Coordinator identified below.</p> <p>Name: Brian Ambrette Title: Senior Climate Resilience Coordinator Contact Information: brian.ambrette@maine.gov</p>
Informational Webinar	<p>Date: June 1, 2023 Time: 3:00 p.m., local time Location: virtual webinar (Zoom)</p> <p>Please click the link below to join the webinar: https://mainestate.zoom.us/j/86418630427?pwd=cG9nSnVpTUV4YlJqUVVVCVkrVC90Zz09</p>
Submitted Questions	<p>All questions must be submitted, by e-mail, to the RFA Coordinator no later than June 9, 2023 at 11:59 pm, local time and must include “RFA# 202305100 Questions” in the subject line of the e-mail.</p>
Application Submission Period	<p><i>Applications <u>must</u> be received by the Division of Procurement Services by:</i> Initial Submission Deadline: July 7, 2023, no later than 11:59 p.m., local time. Applications must be submitted electronically to the Division of Procurement Services at proposals@maine.gov and must include “RFA# 202305100 Application – [Applicant’s Name]” in the subject line of the e-mail.</p>

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RFA TERMS/ACRONYMS with DEFINITIONS

The following terms and acronyms, as referenced in the RFA, shall have the meanings indicated below:

Term/Acronym	Definition
Department	Governor’s Office of Policy Innovation and the Future
RFA	Request for Application
State	State of Maine
Service Provider Grant	Grant to a service provider to provide assistance to a Group of communities in Maine to prepare for and enroll in the Community Resilience Partnership and then to apply for grant funds to implement priority climate and energy projects. Please see RFA# 202305099 – Service Provider Grant for more information.
Community	A municipal government, Tribal Government, plantation, township, or unorganized territory in Maine.
Group	Multiple communities submitting a single joint application for grant funding.
Community Action Grant	Upon enrollment in the Community Resilience Partnership, communities are eligible for Community Action Grants for projects that reduce energy use and costs, transition to clean energy, and make communities in Maine more resilient to climate change.

**Community Resilience Partnership
Community Action Grant
RFA# 202207017
Details and Instructions**

A. Application Purpose and Background

The Governor's Office of Policy Innovation and the Future (Department) is seeking applications for Community Action Grants as defined in this Request for Application (RFA) document. This document provides the Application to be used for submittal, instructions for submitting applications, the procedure and criteria by which the awarded Applicants will be selected.

The Community Resilience Partnership provides grants and assistance to municipalities, Tribal Governments, and unorganized territories for projects that reduce energy use and costs, transition to clean energy, and make communities in Maine more resilient to climate change. Communities – those that have already taken significant climate action as well as those considering their early steps – are eligible for Community Action Grants upon completion of [program enrollment requirements](#).

Communities that would like assistance completing enrollment activities and applying for Community Action Grants are encouraged to partner with [Service Provider Organizations](#). [RFA# 202305099](#) – Service Provider Grant is available to support this assistance to communities.

B. General Provisions

1. From the time this RFA is issued until award notification is made, all contact with the State regarding this RFA must be made through the RFA Coordinator identified on the cover page of this RFA. No other person/State employee is empowered to make binding statements regarding this RFA. Violation of this provision may lead to disqualification from the application process, at the State's discretion.
2. The Applicant shall take careful note that in evaluating its application submitted in response to this RFA the Department will consider materials provided in the application and internal Departmental information of previous contract history, if any, with the Applicant. The Department also reserves the right to consider other reliable references and publicly available information in evaluating the Applicant's experience and capabilities.
3. All submissions in response to this RFA will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](#) et seq.).
4. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be the Applicant's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Applications

There are two (2) eligible types of applicants for the Community Action Grant:

- 1) Individual Communities (as defined on page 3) in Maine who are enrolled in the [Community Resilience Partnership](#). Applicants may submit enrollment materials through the [enrollment portal](#) simultaneously with submitting their grant application.

(Unorganized territories, townships, and plantations are eligible and are strongly encouraged to work with a Service Provider to complete the enrollment process.)

- 2) Multiple Communities (as defined on page 3) may apply jointly for projects that address mutual goals and have interrelated scopes of work.
 - a. All communities participating in the application must be enrolled in the Partnership at the time the grant application is submitted or submit enrollment materials through the [enrollment portal](#) simultaneously with the grant application.
 - b. Service Providers may apply on behalf of groups of communities only for actions listed in the List of Community Actions (available [here](#)). Letters of support must be provided from each community in the proposed group.
 - c. In a multi-community application, the communities are required to designate a lead applicant. Factors to consider might include which community will receive the grant funds and manage the contracting and grant reporting on behalf of the partner communities. The communities may wish to have a memorandum of understanding (MOU) that spells out the responsibilities of each community. If an MOU is established, GOPIF may request a copy of the document during the grant contracting phase.

A community may participate in no more than one (1) Community Action Grant application in a round.

Communities that already have an active Community Action Grant from a previous round are eligible to apply in this round but may not apply for new funds to support the same project.

School districts, water and sewer districts, neighborhood associations, and similar entities are not eligible to be primary applicants but are encouraged to partner with a municipality or other eligible entity described above.

D. Number of Awards

The Department anticipates making multiple awards as a result of the RFA process.

Funding for this program is provided in the state biennial budget. For this round of Community Action Grant applications, \$1,100,000 has been allocated. The Department may award all, part, or none of this allocation at its discretion.

Maximum Award: Individual communities, as defined above, are eligible for a minimum award of \$5,000 and a maximum award of \$50,000. Groups of communities applying jointly are eligible for awards of up to \$125,000.

First-time Applicants: The Department intends to prioritize awards to those applicants who have not previously received funding under this grant program. Awards will be made starting with first-time applicants that score highest and awards being made to subsequent applicants in order of the scores received. In order to be considered for prioritization, the first-time application must receive a minimum score of 75 total points (this minimum is not a guarantee of an award). If funds remain available after awarding first-time application awards, the Department will issue awards to applicants who have previously received funding from Community Action Grants, starting with the highest scores awarded.

E. Contract Terms

Contract terms will be up to two (2) years, as specified by the applicant's proposal.

The expected start of the grant performance period is on or around September 15, 2023.

F. Future Grant Rounds and Application Submittals

Pending availability of funding, the Department anticipates future grant rounds to occur at approximately 8-10 month intervals. A potential schedule of future rounds would be:

Round 4: Winter-Spring 2024

Round 5: Fall-Winter 2024

Applicants may apply only once per grant round but may apply to subsequent grant rounds as desired.

**Community Resilience Partnership
Community Action Grant
RFA# 202305100
Activities and Requirements**

G. Grants

1. Eligible activities. There are two types of Community Action Grants:

- i. No-match grants to support implementation of one or more activities in the List of Community Actions (available [here](#)) that are aligned with the state's climate action plan, [Maine Won't Wait](#).
- ii. Grants to support other community-defined climate and energy implementation priorities. A cost-share (match) will apply, as described in the table below.

The source of funding for these grants is the state budget, therefore applicants are strongly encouraged to utilize Community Action Grants as match to leverage federal grant funds. Community Action Grants may also be used to close project funding gaps for other state funding programs, in accordance with (i) or (ii) above. It is the applicant's responsibility to consult the rules for the federal or state funding programs if the Community Action Grant will be designated as cost-share or match.

Certain eligible activities from the List of Community Actions carry special instructions or limitations. **It is the applicants' responsibility to review the list and ensure that the proposed activities meet all eligibility requirements.** For example,

- Purchase of electric vehicles (Action A1): A maximum of \$7,500 of a Community Action Grant may be applied to the purchase of an electric vehicle for municipal or tribal fleets. Eligible vehicles include light-duty, medium-duty, and heavy-duty on-road electric vehicles as well as electric riding mowers and electric outboard engines that are part of a municipal fleet, all subject to the maximum award amount. Where applicable, Efficiency Maine's electric vehicle rebate must be included in the applicant's project budget.
- Energy efficiency projects (Actions B1-B5): Energy efficiency projects such as heat pumps, VRF systems, LED lighting upgrades, water heaters, etc. must be eligible for Efficiency Maine's incentives. The applicant's project budget must include applicable Efficiency Maine rebates or incentives.
- Bulk purchasing (Action H7): Grant funds may not be used to purchase or subsidize equipment or services for residential or commercial properties.

2. Cost-share (or match). There is no local cost share for Community Action Grants

that implement activities from the List of Community Actions (available [here](#)).

A cost share will apply for Community Action Grants that implement community climate and energy priorities other than those listed in the List of Community Actions. The cost-share is structured in a tiered approach. In-kind match is permitted. Communities that have a cost-share requirement are encouraged to leverage funds from the federal American Rescue Plan Act (ARPA), Bipartisan Infrastructure Law (BIL), and Inflation Reduction Act (IRA) or other state and federal sources.

Tier	Description	Cost-share for activities <u>not</u> listed in the List of Community Actions
Tier 1	Communities with populations less than 4,000	10%
Tier 2	Communities with EITHER populations between 4,000 and 10,000 OR tax assessment less than \$25 million (according to State Revenue Sharing data).	10%
Tier 3	Communities with populations greater than 10,000 AND tax assessment greater than \$25 million (according to State Revenue Sharing data)	20%

All funded projects will be required to provide quarterly updates until the project is completed, as well as project deliverables and a brief project case study that communicates lessons learned.

H. Application Components

A complete and scoreable application for funding will include the following components. Specific descriptions of each component are included in the required application form (see page 14).

1. General Information, Eligibility, and Application Information

Applicants must complete the following documents as part of their application:

- Application Cover Page & General Assurances
- Debarment, Performance and Non-Collusion Certification
- Eligibility and Applicant Information (see Section C above)

2. Previous Community Action Grant status

If applicable, applicants must provide information on previously received Community Action Grants including current status and whether the project is meeting the proposed timeline and outcomes. Applicants who are not meeting the requirements of their current grant agreement are not eligible for an additional grant.

3. Community Characteristics

Additional application scoring points are available for communities with small- and medium-sized populations and communities with high and medium social vulnerability.

Applicants should refer to the following sources to complete the Community Characteristics section of the application form:

- Social Vulnerability Index (SVI) [categorization information](#)
- Community Resilience Partnership regions:
 - Region 1: York, Cumberland, Sagadahoc, Lincoln, Knox, and southern Oxford Counties (including Brownfield, Denmark, Fryeburg, Hiram, Lovell, Porter, Stoneham, Stow, Sweden).
 - Region 2: Waldo, Hancock, and Washington Counties.
 - Region 3: Androscoggin, Oxford, Kennebec, Franklin, and Somerset Counties.
 - Region 4: Piscataquis, Aroostook, and Penobscot Counties.

4. Maine Won't Wait Strategy and Action(s)

For no-match grants from the List of Community Actions (available [here](#)), the Applicant must identify the [Maine Won't Wait](#) strategy and action(s) that the project will implement.

For grants to support other community-defined climate priorities, Applicants must describe the project and how it meets the goals of [Maine Won't Wait](#), and must complete the cost-share table in the budget worksheet.

5. Scope of Work

- [Project Description](#) - Describe the proposed project, including the tasks and deliverables, project timeline, roles and responsibilities of project managers and partners, and the expected outcomes.
- [Project Timeline](#) - Describe the timeline for completing each task or deliverable and the expected completion of the grant-funded project.
- [Need for the Project](#) - Describe the need for the project. Why is this project a community priority?
- [Approach to community engagement and equity considerations](#) - Maine's climate response must ensure shared benefits across diverse populations of Maine people. Applicants should include robust community engagement in their action grant proposals, for example inclusive planning processes so that diverse community voices are able to participate. Climate change impacts will create the greatest hardships for already marginalized communities, and Maine must identify and promote solutions to help the people most vulnerable to climate impacts. Applicants should consider the potential benefits of their

proposed climate action projects and, if applicable, describe how the project distributes those benefits equitably.

6. Budget Proposal

Applicants must provide a Budget Narrative and Budget Worksheet detailing the cost of the grant and where specific funds will be allocated.

Eligible expenses are limited to those incurred during the grant period of performance. Expenses incurred prior to or after the period of performance are not eligible. Expenses incurred prior to the grant period of performance are not eligible to be included in the budget nor as match.

For grants to support other community-defined climate priorities not listed in the List of Community Actions (available [here](#)), applicants must complete the cost-share table in the budget worksheet. In-kind match is permitted. In-kind match is the value of any real property, equipment, goods, or services contributed to the grant that would have been eligible costs. In-kind match is counted only for the period of the grant award.

IMPORTANT: The applicant's budget narrative and budget worksheet must include any applicable incentives or rebates (for example, from Efficiency Maine) at the time of application, including for electric vehicles and charging equipment, heat pumps and VRF systems, LED lighting, and water heaters.

**Community Resilience Partnership
Community Action Grant
RFA# 202305100
Key Process Events**

I. Informational Meetings

The Department will host an Informational Meeting concerning the RFA via Zoom. Time and a web link to the meeting are provided on the cover page of this RFA.

The purpose of the Informational Meeting is to provide information about the grant program, answer and/or field questions, clarify for potential Applicants any aspect of the RFA requirements that may be necessary and provide supplemental information to assist potential Applicants in submitting responses to the RFA. Although attendance at the Informational Meeting is not mandatory, it is strongly encouraged that interested Applicants attend.

J. Submitting Questions about the Request for Applications

Any questions must be submitted by e-mail and received by the RFA Coordinator identified on the cover page of this RFA, as soon as possible but no later than the date and time specified on the RFA cover page. Submitted Questions must include the subject line: "RFA# 202305100 Questions". The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.

Question & Answer Summary: Responses to all questions will be compiled in writing and posted on the Division of Procurement Services [Grant RFPs and RFAs](#) website. It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.

K. Amendments to the Request for Applications

All amendments (if any) released in regard to this Request for Applications will be posted on the Division of Procurement Services [Grant RFPs and RFAs](#) website. It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

L. Application Submission

- 1. Applications Due:** Applications must be received no later than 11:59 p.m. local time, on the date listed on the cover page of the RFA. E-mails containing original application submissions, or any additional or revised application files, received after the 11:59 p.m. deadline will be rejected without exception.

If the need arises, the Department may reopen this RFA.

- 2. Submission Instructions:** Applications are to be submitted electronically to the

RFA# 202305100 – Community Resilience Partnership Climate Action Grant

State of Maine Division of Procurement services, via e-mail, to proposals@maine.gov.

- a. Only applications received by e-mail will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
- b. E-mails containing links to file sharing sites or online file repositories will not be accepted as submissions. Only e-mail applications that have the actual requested files attached will be accepted.
- c. Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions. Please check with your organizations Information Technology team to ensure your security settings will not encrypt your proposal submission.
- d. File size limits are 25MB per e-mail. Applicants may submit files across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time listed above.
- e. Applicants are to insert the following into the subject line of their e-mail submission: **"RFA# 202305100 Application – [Applicant's Name]"**.
- f. Applications are to be submitted as a single, typed, PDF or Word file and contain the completed application form (found on p. 14) and all relevant attachments.

**Community Resilience Partnership
Community Action Grant
RFA# 202305100
Application Evaluation and Selection**

M. Scoring Weights and Process

Scoring Criteria	Points Available
Criteria 1: General Information and Eligibility	Pass/Fail
Criteria 2: Previous Community Action Grant status	Pass/Fail
Criteria 3: Community Characteristics <ul style="list-style-type: none"> • <u>5 points</u> for a small (population less than 4,000) community or high social vulnerability. • <u>3 points</u> for a medium-size (population between 4,000 and 10,000) community or medium social vulnerability. • In a multi-community application, one qualifying community may earn points for the whole application 	Up to 5 points
Criteria 4: Maine Won't Wait Strategy and Action(s)	15 points
Criteria 5: Scope of Work <ul style="list-style-type: none"> • Project Description • Need for the Project • Approach to Community Engagement and Consideration of Equity 	60 points
Criteria 6: Budget Proposal	20 points
Total Points	100 points

An evaluation team, composed of qualified reviewers, will judge the merits of the applications received in accordance with the criteria defined in the RFA.

For applications that demonstrate meeting the eligibility requirements in Criteria 1, the evaluation team will use a consensus approach to evaluate and score the remaining Criteria sections shown above. Members of the evaluation team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections.

N. Selection and Award

1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
2. Notification of conditional award selection or non-selection will be made in writing by the Department.
3. Issuance of the RFA in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
4. The Department reserves the right to reject any and all applications or to make multiple awards.

O. Appeal of Contract Awards

Any person aggrieved by the award decision that results from the RFA may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in [5 M.R.S.A. § 1825-E](#) and [18-554 Code of Maine Rules Chapter 120](#). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of conditional contract award.

**Community Resilience Partnership
Community Action Grant
RFA# 202305100
Application Form**



Applicants must use the embedded application document to complete their application. The application document can be accessed by double clicking on the icon above.

Applicants must also provide a certificate of insurance on a standard ACORD form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services.

**Governor’s Office of Policy Innovation and the Future
Community Resilience Partnership
Quarterly Report & Final Case Study Template**

Grant Recipient:	Organization Name
Grant Type:	Community Action Grant
Grant Round:	Choose an item.
Funding Award:	Full Amount of Grant Award
Reporting Period:	Quarter Being Reported On
Submitted by:	Reporter’s Name and Contact Information
Date Submitted:	Date Sent to Contract Administrator

Funds Spent This Quarter	Funds Spent to Date	Funds Remaining
Amount of funds spent this quarter	Amount of Funds Spent to date	Remaining Award Funds

Quarterly Task Updates

In the following narratives for each task, provide an update of progress during the recent quarter on activities and outcomes. Discuss briefly whether the task is on track, ahead of, or behind your expected pace of progress? To what factors do you attribute this pace? Are there opportunities to capitalize on this success or adjust your plans to compensate for the pace?

Task 1 Narrative:	Update on progress of Task 1
Task 1 Percent Complete:	Estimated amount of Task (as a percent)

Task 2 Narrative:	Click or tap here to enter text.
Task 2 Percent Complete:	Click or tap here to enter text.

Task 3 Narrative:	Click or tap here to enter text.
Task 3 Percent Complete:	Click or tap here to enter text.

Task 4 Narrative:	Click or tap here to enter text.
Task 4 Percent Complete:	Click or tap here to enter text.

Task 5 Narrative:	Click or tap here to enter text.
Task 5 Percent Complete:	Click or tap here to enter text.

Task 6 Narrative:	Click or tap here to enter text.
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Task 6 Percent Complete:	Click or tap here to enter text.
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Task 7 Narrative:	Click or tap here to enter text.
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Task 7 Percent Complete:	Click or tap here to enter text.
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Add additional tasks if needed

General Narrative

Overview of any conditions not reported in Task narratives, including:

- new opportunities or challenges that have been identified
- new or unexpected partners, or barriers to partnerships
- important lessons to take away from this reporting period

Click or tap here to enter text.

If this is a quarterly report and there is still work remaining under this grant, stop here and delete the following pages.

If this is a final report and all deliverables have been completed, please complete the following pages in addition to the sections above.

Final Report & Case Study

After completing the quarterly update above, fill out this section only when you have completed the scope of work and have no remaining expenses for the grant. This final report is due no later than 30 days after the end of the grant period. See the award notification letter for due dates. If you are not submitting a final report at this time, you may delete the following pages.

Aim for 100-300 words for each response. These responses may be used in publicly accessible materials to share project details, outcomes, lessons, and best practices.

1. Describe the final product(s) or result(s) of the project.

Click or tap here to enter text.

2. As specifically as possible, how has this project advanced the community's priorities for energy efficiency, clean energy, and/or community resilience?

Click or tap here to enter text.

3. How were community members engaged in the project? What lasting benefit will there be because of their participation?

Click or tap here to enter text.

4. If you were starting this project over again, what lessons would you apply?

Click or tap here to enter text.

5. What future needs has this project surfaced or what future projects will this project enable?

Click or tap here to enter text.

6. Will the community seek funding to continue any aspects of this project? If yes, what sources of funding are being considered?

Click or tap here to enter text.

7. What aspects of the Community Resilience Partnership made your experience with this project easier? What aspects of the Partnership made it more difficult?

Click or tap here to enter text.

8. Is there anything else you would like to share about your experience with the grant project?

Click or tap here to enter text.

9. If available, please separately attach a photo or two that illustrates the project’s final outcome or a significant milestone, event, or community meeting along the way. Please provide a caption below for each photo so we may use them in Partnership materials.

Click or tap here to enter text.

10. Please provide a final account of the project’s expenditures compared to the budget proposed in the grant application. “Other Funds” may include local funds, in-kind match, other grants, or Efficiency Maine incentives.

	Proposed grant funds	Grant funds expended	Other funds expended	Total funds expended
Task 1:				
Task 2:				
Task 3:				
Task 4:				
Task 5:				
Task 6:				
Task 7:				

(add tasks as needed)				
Total:				
*Difference between proposed and actual expenditures:				

***Any unspent or unused grant funds must be returned to the State of Maine.** Please make a check payable to “Treasurer State of Maine” for the unspent amount with “Community Resilience Partnership: return of funds” in the memo, and mail it to:

Governor’s Office of Policy Innovation and the Future
 Attn: Ashley Krulik
 181 State House Station
 Augusta, Maine 04333-0181

AGENDA ITEM #8025

Discussion with Action: Appoint Patrick Surette as Election Warden, Warren “Todd” Bassett, Sandra Jones, and Martha Conlan as Deputy Election Wardens, terms to expire 10/17/2024.

Chair: Shawn O’Neill

AGENDA ITEM #8026

Discussion with Action: Appoint Sarah Petrin as a regular member of the Comprehensive Planning Committee, term to expire 12/31/2025.

Chair: Shawn O'Neill

AGENDA ITEM #8027

Discussion with Action: Set the date of November 21, 2023 to hold a public hearing to consider whether to approve a Contract Zone Agreement between Seacoast Land Acquisitions, LLC and the Town of Old Orchard Beach, for the property located at 63-91 E. Emerson Cummings Blvd, MBL: 207-1-2, in the PMUD district, pursuant to 30A M.R.S.A., Section 4352 (8), Chapter 78, Section 78-31 and Chapter 78, Article IX of the Old Orchard Beach Zoning Ordinance, and Section 410 of the Old Orchard Beach Charter. The purpose of the Contract Zone is to allow the establishment of a 61-unit single-family condominium project. Council will schedule a workshop at a to-be-determined and posted date.

Chair: Shawn O'Neill

**TO: Old Orchard Beach Town Council
Diana Asanza, Town Manager
Tim Fleury, Executive Assistant**
FROM: Planning Staff
SUBJECT: 61 Unit Contract Zoning Proposal at 63 -91 E. Emerson Cummings Blvd
DATE: 17 October 2023

This item is for a new contract zone that proposes a 61-unit single-family condominium development on a 19-acre vacant lot located at 63-91 E. Emerson Cummings Blvd. (MBL: 207-1-2), across from the high school. The project connects to public utilities. Access will be from E. Emerson Cummings Blvd. The primary reason why a contract zone is sought is the density allowed under current zoning does not make this a viable project. The applicants' submissions provide more information concerning this proposal.

A little background. During 2006 a 39-unit development, named Ocean Ridge, was presented to the PB. The development secured preliminary plan approval but did not receive final approval. As I understand, one of the primary reasons it was not approved was costs associated with public sewer improvements. The improvements included updating replacing existing sewer lines and construction of new lines. Since 2006 several developers attempted to move forward with some kind of residential development proposal but there were no commitments due to the perceived public sewer improvement costs.

During 2021/22, a new developer approached the Town. This developer, who is now the applicant, took the extra steps to dig deeper into the sewer matter. Analysis was performed, including assistance from Wright-Pierce, and in the end it was found the sewer matter was not as severe as thought. Also, some of the problem areas are planned for upgrades by the Town through the capital improvement program. With this new information, the developer gained a better understanding of costs and determined this project was feasible; although, a higher housing density than what is allowed was required to move forward. After consideration of several options (e.g., variances, zoning district change), contract zoning was the best choice.

Contract zoning proposals require Planning Board and Council review. Similar to the zoning ordinance amendment process, the PB reviews, holds a public hearing and votes on a recommendation to the Council. The Council reviews the proposal, holds a public hearing, and issues a final decision.

The PB began review of the contract zoning agreement during Summer of 2023 and concluded at the September meeting. The PB voted in favor of the agreement and conditionally recommended the Council approve (5-0 vote). Conditions:

1. Add the following language as one of the conditional use agreement conditions and restrictions: "Short Term Rentals, as defined by the town of Old Orchard Beach Code of Ordinances, of any unit, including the entire unit or portion of a unit, shall be prohibited."
2. Add language to the contract zone agreement and on future plans that states the road shall remain private and road improvements, maintenance, and snow plowing/removal shall be the responsibility of the condominium association.

Note: The language associated with the two conditions is added to the revised contract zone agreement submitted to Council.

Ordinance Modification Requests

To promote desirable development, contract zoning allows the Town to apply more "flexible and adaptable zoning methods" to proposals. These more flexible and adaptable methods are typically modifications to ordinance standards. The proposed contract zone agreement includes several modifications. These modifications and reasons for the modifications are found on pgs. 5 and 6 of the agreement (see letters A – E). The modifications are summarized below.

- Housing Density. The contract zone agreement proposes 61 single-family units. According to the applicant, when considering current zoning density standards and factor in square footage deductions (wetlands, access roads or 15% of lot area), the number of allowable units is 19 under current standards.
- Setback Reduction. The PMUD Zoning District has a 35' front, side and rear setback. The agreement proposes a 20' front/rear setback and 15' side setback.

- Distribution of Uses. The PMUD ordinance states no single use can exceed 75% of the total building square footage unless the Planning Board determines the size of the project property is inadequate to effectively support multiple uses. All building square footage associated with this contract zone will be for residential uses.
- Recreational Site Amenities. The PMUD requires developments exceeding 50 units to include indoor or outdoor amenities to serve the recreational needs of the residents. The contract zone proposes walking trails which should satisfy this standard (indoor and outdoor are not required) and not require a modification. Although, creation of these trails should be a condition included in the contract zone agreement.
- Sidewalks and Curbing. As proposed, the contract zone will modify the sidewalk standards (instead of a raised sidewalk the proposal includes an at-grade marked area), curbing, and right-of-way width (the proposal does not include a 50' right-of-way). Note: This is the reason the PB required a condition of the agreement that the road must remain private.

Public Benefits

Contract zones basically are an agreement between the Town and a private person/entity that allow modifications to ordinance language in order to encourage desirable development and to provide public benefits. This proposal includes the construction of 61 units of affordable and reasonably priced homes. With the need for this type of housing this is certainly desirable development.

Regarding public benefits, the applicant and PB negotiated the following:

- 10% of units will be dedicated affordable housing. This will be deed restricted to ensure the units remain affordable.
- Short-term rental of all units will be prohibited which will help increase year-round housing options.
- Publicly accessible trails.
- Preservation of half of the property (9.5 acres).
- Conveyance of the preserved 9.5 acres to the Town.

Concerns

Overall, the contract zone review process through the PB was very smooth. The reasons include a well-prepared applicant, an applicant who was willing to change items requested by the PB and staff, and a professionally prepared submission. There were several PB and staff concerns with the only outstanding items being the two conditions, which the applicant has complied.

The PB held a public hearing and heard a number of concerns which include:

- Ensuring buffer between the new development and Cide Hill is maintained.
- Traffic increase.
- Pedestrian safety.
- Storm water impacts, especially for Cider Hill

Council Responsibilities

The Council acts on contract zoning requests in accordance with the procedures in Section 410 of the OOB Town Charter. Section 410 requires the Council to review a contract zone with the same procedure as an ordinance amendment- schedule a public hearing, hold a public hearing, issue a decision. In addition to formal meetings, Council can schedule workshops which are helpful to sort through project details.

Council has the option to add conditions to the contract zone agreement or alter in any way they feel is necessary to meet the contract zoning ordinance standards (Ch. 78, Art. IX). As stated in the contract zoning ordinance: "The decision whether or not to rezone remains committed to the town council exercising its sole and exclusive judgment as the elected legislative body of the Town of Old Orchard Beach."

Planning Board Responsibilities

Contract zoning proposals require the Planning Board to make a recommendation to the Council on the contract zone. The primary responsibility of the PB is to rule on three factors when making their recommendation:

- (1) Is consistent with the comprehensive plan;
- (2) Is consistent with, but not limited to, the existing uses and allowed uses within the original zone; and

(3) Is subject to conditions sufficient to achieve the purposes described in Sec. 78-2131* of the Contract Zoning Ordinance

*78-2131 states: “Occasionally, traditional zoning methods and procedures such as variances, conditional use permits, and alterations to the zone boundaries are inadequate to promote desirable development. In these special situations, more flexible and adaptable zoning methods are needed to permit differing land uses in both developed and undeveloped areas, and at the same time recognize the effects of change. In consideration of a change in zoning classification for a particular property or group of properties, it may be determined that public necessity, convenience, or the general welfare require that provisions be made to impose certain limitations or restrictions on the use or development of the property. Such conditions are deemed necessary to protect the best interests of the property owner, the surrounding property owners and the neighborhood, all other property owners and citizens of the town, and to secure appropriate development consistent with the town's comprehensive plan.”

A favorable recommendation to the Council requires a positive finding on all three factors. If the PB makes a negative finding on any of the factors, its recommendation shall be negative. As stated above, the PB recommended Council approve the contract zone which means they made a positive finding on all three factors.

In addition to contract zoning, this proposal requires PB review through the site plan and subdivision processes. An applicant may submit site plan and subdivision applications at the same time they're seeking the contract zone as if the contract zone were already in effect or may submit after the Council rules on the contract zone. If the applicant seeks site plan or subdivision approval before final Council action on the contract zone, the PB must make its approval contingent on the Council's approval of the contract zone. At this time, only the contract zoning proposal was reviewed by the PB

Conclusion

What makes contract zoning unique is it's essentially a zoning ordinance amendment, zoning map change and involves consideration of a specific project. Approval of the contract zone agreement does not approve the project; it only approves the agreement. The project must secure PB approval through the Site Plan and Subdivision process. Nonetheless, approval of the contract zoning agreement is a green light for the project.

As mentioned above, the contract zoning ordinance states: “The decision whether or not to rezone remains committed to the town council exercising its sole and exclusive judgment as the elected legislative body of the Town of Old Orchard Beach.” As part of exercising sole and exclusive judgement, the Council may find additional conditions are necessary to comply with the contract zoning ordinance purpose (Sec. 78-2131, see above).

63-91 E. Emerson Cummings Blvd. (MBL: 207-1-2)



AGENDA ITEM #8028

Discussion with Action: Set the Public Hearing date of November 21, 2023, to consider a request from Atlantic Developers to accept title in fee simple and to accept and establish town ways those portions of Mary's Way and Kylie Lane, together with any storm water drainage systems located within the right of way of said Mary's Way and Kylie Lane; two 50' x 50' turnaround and snow storage easements located on subdivision plan lots 4 and 5; 12' wide easement off Ross Road, as shown on the _____ plan dated _____, for the purposes of accessing storm water drainage systems within the open space area; 50' wide water, gas, and public access easement across the remaining land of Beaulieu from the terminus of Mary's Way to the Eastern Trail; 5' wide public access easement from Ross Road to Kylie Lane, as shown on the _____ plan dated _____, through the open space area; fire hydrants; street signs; together with the responsibility for trash removal, plowing of roads within the travelled way and all responsibilities of maintaining public road or way, except and specifically excluding a 15' wide utility easement located on subdivision lot 18; 10' wide utility easements located along subdivision lots 5 – 18 and open space area; open space areas; lawn care and maintenance of 12' wide Ross Road access easement, 5' wide public access easement, and 50' wide water, gas and public access easement; mailboxes and snow removal of the mailbox area; sidewalks and sidewalk maintenance including plowing and repairs; landscaping and maintenance of the cul-de-sac on Kylie Lane; street lights; lighting facilities; lampposts; lighting electricity costs; street trees; lawn and yard maintenance within the right of way; lawn irrigation systems within the right of way; storm water drainage systems outside of the right of way; non-traffic control signage such as the development sign. As described in the Warranty Deed from Atlantic Developers to the Town of Old Orchard Beach, Maine, dated, _____.

Chair: Shawn O'Neill

AGENDA ITEM #8029

Discussion with Action: Approve the FY 23 Line Item Transfer of \$114,831.15 from the following accounts with credit balances:

- \$114,831.15 from account 20151-50106 Public Works Full Time Employee Wages with a balance of \$148,978.07

Total Credit to be Transferred: \$114, 831.15

To the Following accounts with deficit balances:

- \$37,921.50 to account 20151-50318 Beach Cleaners Expense with a balance of (\$37,921.50)
- \$8,948.55 to account 20151-50336 Equipment Rental Expense with a balance of (\$8,948.55)
- \$48,726.53 to account 20151-50452 Operating Equipment Repair with a balance of (\$48,726.53)
- \$19,234.57 to account 20151-50515 Road Salt- Winter Expense with a balance of (\$19,234.57)
- Total Deficit to be covered: \$114, 831.15

Chair: Shawn O'Neill

AGENDA ITEM #8030

Discussion with Action: Approve the FY 23 Line Item Transfer of \$28,254.43 from the following accounts with credit balances:

- \$28,254.43 from account 20163-50340 Waste Tipping/Disposal with a balance of \$32,799.66

Total Credit to be transferred: \$28,254.43

To the following account with a deficit balance:

- 28,254.43 to account 20163-50341 Waste Collection Expense with a balance of (\$28,254.43)

Total deficit: \$28,254.43

Chair: Shawn O'Neill

AGENDA ITEM #8031

Discussion with Action: Renew the Liquor License for Portland Avenue Associates d/b/a Grand Beach Inn (Rumorz), Portland Ave Associates, King Weinstein, (202-3-5), 198 East Grand Ave, m-s-v in a Class I restaurant.

Chair: Shawn O'Neill

AGENDA ITEM #8032

Discussion with Action: Renew the Liquor License for Taqueria 207, Jesus Ayala Puentes, (210-2-51), 2 Ocean Park Rd, m-s-v in a Class I restaurant.

Chair: Shawn O'Neill

AGENDA ITEM #8033

Discussion with Action: Renew the Liquor License for Patio Pub Inc. d/b/a Pier Patio Pub, Thomas R. Redmond, (306-6-1), 2 Old Orchard St, m-s-v in a Class I restaurant.

Chair: Shawn O'Neill

AGENDA ITEM #8034

Discussion with Action: Renew the Liquor License for TPR Inc. d/b/a Bull & Brew Wing House, Thomas R. Redmond, (306-5-2), 6 East Grand Ave, m-s-v in a Class I restaurant.

Chair: Shawn O'Neill

AGENDA ITEM #8035

Discussion with Action: Renew the Liquor License for TPR Inc. d/b/a Tequila Frogs, Thomas R. Redmond, (306-5-3), 8 East Grand Ave, m-s-v in a Class I restaurant.

Chair: Shawn O'Neill

AGENDA ITEM #8036

Discussion with Action: Renew the Liquor License for Patio Pub Inc. d/b/a Hooligans Landing, Thomas R. Redmond, (306-6-1), 2 Old Orchard Street, m-s-v in a Class I restaurant.

Chair: Shawn O'Neill

AGENDA ITEM #8037

Discussion with Action: To cancel the regularly scheduled Town Council meeting on Tuesday, November 7th, due to State and Local Election Day, and to approve the closure of Town Hall for the Christmas Holidays according to the Personnel Policy, on Monday, December 25th, and Tuesday, December 26th, 2023 with personnel using half personal/vacation time for Tuesday.

Chair: Shawn O'Neill

AGENDA ITEM #8038

Discussion with Action: Set the public hearing date of 11/21/2023 to amend the Code of Ordinances, Chapter 54, Section 114, Milliken Street Parking Lot; Section 115, Memorial Park Parking Lot; Section 142, Parking at expired meters and overtime parking; Section 160, Motorcycles; Section 187, Restrictions and prohibitions, Town Hall, amending the effective date for parking permits and parking meters/kiosks from May 1st through September 30th to May 1st through Labor Day, and amending the \$300 overnight parking permit for the Milliken Street Parking Lot from May 1st through September 30th, to May 1st through October 31st.

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill