



Town Council - Meeting Agenda

June 4th, 2024 @ 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:

PRESENTATION:

ACCEPTANCE OF MINUTES:

Accept the minutes of the 5/21/2024 Regular Town Council meeting, 5/23/2024 Budget Workshop, and the 5/28 Executive Session.

Chair: Shawn O'Neill

PUBLIC HEARING – ORDINANCE AMENDMENTS:

Public Hearing: Shall the Town Council consider amendments to repeal Ch. 70 (Floods), Article II (Floodplain Management Ordinance), Secs. 70-26 – 70-38 and referenced Flood Insurance Rate Maps and adopt Ch. 70 (Floods), Article II (Floodplain Management Ordinance), Secs. 70-26 – 70-41 and referenced Flood Insurance Rate Maps. This proposal replaces the current floodplain management ordinance and references flood insurance rate maps with an updated floodplain management ordinance and flood insurance rate maps. To continue participation in the National Flood Insurance Program the Town is required to adopt the ordinance and maps no later than 17 July 2024.

Chair: Shawn O'Neill

**TO: Old Orchard Beach Town Council
Diana Asanza, Town Manager
Tim Fleury, Executive Assistant**
FROM: Planning Department
SUBJECT: Floodplain FAQ's
DATE: 4 June 2024

1. My structure is in a floodplain (i.e., Special Flood Hazard Area, SFHA), what happens next?

Answer: All federally regulated lending institutions must review the community Flood Insurance Rate Map (FIRM) to determine if your structure is located in a Special Flood Hazard Area (SFHA). If such a determination is made, it must require the borrower to purchase flood insurance. If you have federal or federally related financing for the structure in question and you do not already have flood insurance, your lender may contact you once the new FIRM takes effect and require that you purchase flood insurance. If you do not purchase the insurance within 45 days after being informed that flood insurance is required, the lender can force place the insurance and charge you the cost of it.

If you do not have federally related financing, you are not required by federal regulations to have flood insurance, although it is available to you if you choose.

You should contact your lender or insurance agent for more information.

2. I disagree with my lender and think my structure is not in the SFHA, what can I do?

Answer: To dispute the lender's determination that your structure is located in a flood zone, you and your lender can request a Letter of Determination Review (LODR) from FEMA. This request must be submitted within 45 days of the date your lender informs you that your structure is in an SFHA.

You may have other options. If an Elevation Certificate has been prepared for your structure, you may want to consider, as an alternative to the LODR, submitting the Elevation Certificate and all other required data, in support of an application for a Letter of Map Amendment (LOMA) or an application for a Letter of Map Revision Based on Fill (LOMR-F). LOMAs and LOMR-Fs are official determinations from FEMA of a structure's relationship to the SFHA. OOB Floodplain Coordinator (currently, Rick Haskell) can help with your questions.

3. The mandatory flood insurance for purchase requirement- why?

Answer: From 1968 until the adoption of the Flood Disaster Protection Act of 1973, the purchase of flood insurance was voluntary. Property owners could make their own decisions whether to purchase flood insurance. This changed with the 1973 Act by mandating flood insurance coverage for many properties. With this Act, regulated lending institutions could not make, increase, extend, or renew any loan secured by improved real estate or located in an SFHA in a participating community unless the building and any personal property were covered for the life of the loan by flood insurance. This measure was necessary because, after major flooding disasters it became evident that relatively few people who sustained flood damage had purchased flood insurance.

After the Midwest experienced billions of dollars of storm damage during 1993, Congress revisited the mandatory purchase law and enacted the 1994 National Flood Insurance Reform Act. The reasons for the Reform Act included the National Flood Insurance Program's (NFIP) low reserves, resulting from a series of storms, as well as a low level of participation among eligible property owners. The Reform Act was designed to strengthen compliance with mandatory purchase requirements.

4. How were the flood zones determined?

Answer: FEMA conducts flood insurance studies throughout the United States to determine the location of SFHAs in each community. Based on these studies, FEMA issues FIRMs showing the location of these areas and notifies each community of the determination. The studies consider natural and man-made factors such as historic events, meteorology, water source, hydrology, flood control structures, etc. Flood studies are available at the OOB Code Office.

5. My structure is in a floodplain, what do I do if I want to build an addition or improve it?

Answer: You will need to secure a flood hazard development permit from the OOB Floodplain Coordinator. If the value of the addition or improvements to the house is less than 50 percent of the market value of the existing structure, you need only make sure that the improvement meets or exceeds the standards that were used in constructing the existing structure (assuming the existing structure was built in compliance at the time it was constructed). Additions or other improvements valued at 50 percent or more of the market value of the existing structure are considered substantial improvements. In such cases, the entire structure must be brought into compliance with the flood hazard development standards, which includes compliance with elevations on the FIRMs.

6. My structure was built to the flood elevation or flood zone on the current (or previous) FIRM. On the new FIRM, the flood elevation or flood zone will change. What will happen to my flood insurance premium when the new FIRMs take effect?

Answer: If you can show that your structure was built in compliance with local floodplain management regulations and the FIRM in effect at the time of construction, the basis for rating your policy may not change, and your premium may be the same. If you cannot show that your house was built in compliance at the time of construction, your policy may be re-rated using the new flood map, which may raise your premium. Contact your insurance provider for more information.

7. What happens if OOB does not adopt the FIRMs and Floodplain Management Ordinance by 17 July 2024?

Answer: The town of OOB will be suspended from the National Flood Insurance Program on 18 July 2024. What this means is NFIP policies (e.g., flood insurance policies) would not be renewed for property owners in OOB, no new policies would be issued, and Federal disaster assistance would be limited.

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Danicha LLC, Richard Cyr, (314-17-1), 88 Union Avenue Units 101, 102, 201, 202 and 302, five (5) seasonal short term rentals.

Sunflower Realty LLC, Nevena N. Djuranovic, (207-2-13-113), 161 Saco Avenue #113, one (1) year-round rental.

Ocean and Mountain LLC, Alex Bakman, (310-6-1-44), 39 West Grand Avenue #44, one (1) year-round short-term rental.

Christian Scarpelli, (312-8-10), 47 Cedar Avenue, one (1) year-round short-term rental.

The Friendship Motor Inn Inc., John Donovan, (302-7-5), 164 East Grand Avenue, four (4) seasonal short-term rentals.

Robert and Deborah Millette, (302-2-6) 16 Smithwheel Road #14 and #17, two (2) year-round rentals.

Russell Tetreault, (319-12-6), 20 Pavia Avenue, one (1) seasonal rental.

Adam Goodwin, (211-5-1), 2 Williams Street, one (1) seasonal short-term rental.

Zach O'Brien, (311-24-3), 12 Thirteenth Street, two (2) seasonal short-term rentals.

18 Highland Avenue LLC, Timothy and Ranu Rooney, (312-3-1), 18 Highland Avenue, one (1) year-round short-term rental.

Sugar Planet, Shlomi Laria, (205-4-1), 20-22 Old Orchard Street, retail (candy store).

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #8174

Discussion with Action: Appoint Daniel Patry as an alternate member of the Board of Assessment Review, expires 12/31/2024.

Chair: Shawn O'Neill

AGENDA ITEM #8175

Discussion with Action: Set the date of June 18, 2024 to hold a public hearing to consider whether to approve amendments to a Contract Zone Agreement between MAKA Builders LLC and the Town of Old Orchard Beach, for the property located at 60 Saco Ave, MBL: 206-10-1, 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 amend an approved Contract Zoning Agreement for a 6-unit residential condominium building by allowing removal of the brick portion of the existing building.

Chair: Shawn O'Neill

**TO: Old Orchard Beach Town Council
Diana Asanza, Town Manager
Tim Fleury, Executive Assistant**
FROM: Planning Department
SUBJECT: Revised Contract Zoning Agreement, 60 Saco Ave, Final Vote
DATE: 4 June 2024

On 4 June, Council will begin consideration of an amendment to the approved contract zoning agreement (CZA) located at 60 Saco Ave. I'm sure you'll recall reviewing the approved contract zone but just to summarize...

Beginning late 2021 and through spring 2022, the Planning Board (PB) reviewed a proposed CZA for an 8-unit residential condominium building located at 60 Saco Ave., applicant Land Matters LLC. The PB voted to recommend Council approve the contract zone as proposed.

After PB's vote, Council considered the 8-unit contract zone. After several meetings and workshops during 2022, Council voted to refer the applicant back to the PB for site plan and subdivision review before Council issues a final decision. Also, Council highly encouraged the applicant to reduce the unit count by indicating they are more open to supporting a 6-unit building.

During 2023 the applicant returned to the PB with a 15-unit apartment building then a 14-unit age-restricted apartment building. The PB was not receptive to either proposal. Seeing a positive recommendation from the PB was unlikely, the applicant changed the proposal to a 6-unit condominium. During the summer of 2023, the applicant submitted a 6-unit contract zone which the PB unanimously voted to recommend that Council approve.

The applicant returned to Council during Sept 2023 with the revised 6-unit condo CZA proposal and secured Council approval during Nov. 2023. The Council required the applicant to amend the floor plans to show each unit has no more than 3 bedrooms.

With the CZA step complete, the applicant, Land Matters LLC, could move forward with site plan and subdivision review.

New Applicant, Contract Zone Amendments, Planning Board Recommendation

Earlier this year, 60 Saco Ave was sold to MAKKA Builders LLC (MAKA). MAKKA inherited the contract zone and now has full control of the property and 6-unit project. Land Matters LLC is no longer involved in any way.

MAKA and their engineer and architect reconsidered the approved project and found changes to the building were necessary. The proposed changes include:

1. The approved CZA included no changes to the 35' building height. The amended proposal allows "Rooftop dormers or other improvements necessary for providing rooftop access required for maintenance or utilities" to exceed 35' building height to the extent necessary.
2. The approved CZA and associated plans kept the existing brick portion of the building and proposed an additional two stories on top of it. The amended proposal removes the brick, keeps the foundation, and adds a new three-story building on top of the existing foundation.

During PB review, it was clear the Board was not comfortable with the height increase. Removal of the brick portion of the building was fine.

Regarding the height increase, The PB requested the applicant consider other options for the rooftop access. The concern is easy access to the roof could lead to activities (e.g., people hanging out, BBQ's) beyond its intended use, which is maintenance of mechanical equipment.

Regarding removal of the brick portion of the building, Land Matters LLC (former applicant), was committed to keeping the brick building. Staff had concerns about the brick building remaining to the point that we were going to hire a structural engineer for peer review services. The new owner, MAKKA, hired a structural engineer to inspect existing building conditions and make a determination of structural integrity. The engineer's findings show that due to exposure and water damage, the building has sustained serious damage. As a result of these findings, the new owner feels the brick portion of the building must be removed to ensure future occupants have a safe home.

Also, the former applicant wanted to keep the brick portion of the building because he claimed it was historic. In truth, there is nothing historic about the building- it has no special designation from the national register and it has no special recognition or historic designation from OOB.

After hearing the PB's concerns, the applicant withdrew the height increase request from the CZA. This left removal of the brick portion of the building as the only amendment to the originally approved CZA. At the May 2024 PB meeting the Board voted 5-0 to recommend Council approve the amended CZA.

Amending a Contract Zone

According to the approved CZA, the provisions in the CZA are restrictions on the use of the property and can be amended only upon written agreement of the Town and Property Owner. The procedure to amend is not clear in OOB's contract zoning ordinance but it was my position that due to the nature of the change, the amended CZA needed PB and Council review.

For the Town to find in favor of the CZA amendments, the PB and Council must determine if the amendments meet all three contract zoning factors. The three factors are:

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 Section 78-2131.

As stated above, the PB voted in favor of recommending Council approve the amended CZA. The vote included a favorable vote on all three factors.

Next Steps

Because there is no clear language on the CZA amendment process, only that amendments require written agreement between the Town and property owner, the next steps for review are up to Council. Council could schedule a public hearing to be held on 18 June and a final vote on 2 July (note, the PB held a public hearing at the May meeting) or Council could move straight to final vote on 18 June since a public hearing recently was held.

Regarding MAKKA's next steps after Council vote, the 6-unit proposal requires site plan and subdivision review and approval before construction begins. The applicant can begin the site plan and subdivision process with the already approved agreement if the amended agreement is not approved.

Remember, this proposal is for amendments to an approved CZA, it is not review of an entirely new CZA.

THE SEASHORE CONDOMINIUM CONTRACT ZONE

CONTRACT ZONING AGREEMENT
BETWEEN MAKA BUILDERS LLC and THE TOWN OF OLD ORCHARD BEACH

This Contract Zoning Agreement amends and restates in its entirety the Franklin Contract Zone Agreement, dated December 12, 2023, and recorded in the York County Registry of Deeds in Book 19362, Page 256.

This Contract Zoning Agreement is made this ____ day of _____, 2024 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 **MAKA BUILDERS LLC**, a Maine limited liability company with a principal place of business in Saco, Maine, (hereinafter "Property Owner").

WHEREAS, by virtue of the deed given by Clifton E. Temm II and Suzanne M. Temm, Maka Builders LLC is the owner of the 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 Seashore Condominium 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 Seashore Condominium 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 Seashore Condominium 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 Seashore Condominium 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 Seashore Condominium 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.

(Signature Blocks on Next Page.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the ____ day of _____ 2024.

TOWN OF OLD ORCHARD BEACH

Witness

By: _____
Connor Rague, Town Council

Witness

By: _____
Michael Tousignant, Town Council

Witness

By: _____
Shawn O’Neill, Town Council

Witness

By: _____
V. Louise Reid, Town Council

Witness

By: _____
Kenneth Blow, Town Council

MAKA BUILDERS, LLC

Witness

By: _____
Fran Pelletier, Member
Thereunto duly authorized

STATE OF MAINE
YORK, ss. _____, 2024

Personally appeared the above-named Connor Rague, Councilor, Michael Tousignant, Councilor, Shawn O’Neill, Councilor, V. Louise Reid, Councilor, Kenneth Blow, Councilor, 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

STATE OF MAINE
YORK, ss. _____, 2024

Personally appeared the above-named Fran Pelletier as Member of Maka Builders, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity on behalf of said Maka Builders, LLC.

Before me, _____
Notary Public

EXHIBIT A

EXHIBIT B

THE SEASHORE CONDOMINIUM CONTRACT ZONE

A. Purpose

The Seashore Condominium Contract Zone ("SCCZ") 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 SCCZ is to allow for the demolition of the current structure(s) located on the Property and the development and construction of a new residential condominium with up to six (6) units, each unit to have a maximum of three (3) bedrooms.

The Seashore Condominium Contract Zone is consistent with the Old Orchard Beach Comprehensive Plan ("Comprehensive Plan") goal of encouraging private property owners to upgrade the physical condition and appearance of their property, through the demolition of the structurally unsound brick commercial office building and the construction of a new residential building. The improvement of the Property with a new building and landscaping will enhance the aesthetics to the surrounding community, consistent with Policy A.26 and B4 of the Comprehensive Plan. The design and architectural futures of the new building will be harmonious with neighboring properties and will remove the blight of the former U.S. Post Office, an unsightly brick commercial office building which has fallen into disrepair. The footprint of the existing structure shall not be enlarged and the building height will be no taller than thirty-five (35') feet.

Consistent with the Comprehensive Plan, The Seashore Condominium 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 Seashore Condominium 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 Seashore Condominium Contract Zone will improve the visual character of the Property 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 Seashore Condominium 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 Seashore Condominium Contract Zone shall provide private carting services for trash removal and the removal of waste. Snow removal within the Seashore Condominium 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 Seashore Condominium Contract Zone (SCCZ):

- (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 SCCZ "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 SCCZ 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 SCCZ 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 SCCZ are as follows:

Standard	Residential Uses	Nonresidential Uses
<u>Minimum lot area</u>	2,300 sq. ft. NDD*	<u>5,000</u> sq. ft. NDD*
Minimum lot area per unit	<u>2,300 sq. ft.</u>	<u>5,000sqft</u> _____
Minimum lot frontage	60 feet	60 feet
Minimum lot width	50 feet	<u>50</u> feet
Minimum front yard setback, all structures	15 feet	15 feet
<u>Minimum side yard setback, all structures</u>	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%	<u>50%</u>
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 SCCZ 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 SCCA 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 uplights 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. 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.
- c. 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.



NORTH

	REQUIRED	PROPOSED
ZONE: OB-2		
MIN. FRONTAGE	60'	115.0'
MIN. LOT SIZE (SF)	5,000	14,331
FRONT SETBACK	15'	3.23'
SIDE SETBACK	10'	18.32'
REAR SETBACK	15'	60.0'
MAX. BUILDING COVERAGE	50%	35%
MAX. BUILDING HEIGHT	35'	35'

OFF STREET PARKING REQUIREMENTS:
 1 SPACE PER BEDROOM TO A MAXIMUM OF 2 SPACES PER UNIT
 6 UNITS ARE PLANNED FOR THIS DEVELOPMENT = 12 SPACES REQUIRED
 PARKING SPACES PROVIDED = 15 SPACES

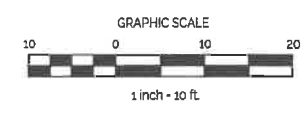
- NOTES:
 1. THE PROPOSED SITE PLAN IS FOR A 6 UNIT RESIDENTIAL PLAN.
 2. EXISTING UTILITIES TO BE REUSED FOR THE PROPOSED PROJECT.

TOWN OF OLD ORCHARD BEACH, ME
 PLANNING BOARD APPROVAL:

CHAR: _____ DATE: _____

TYPE OF COVER	EXISTING IMP. AREA (SF)	PROPOSED IMP. AREA (SF)
BUILDING	5,090	5,017
PAVEMENT	5,470	5,578
TOTAL	10,560	10,595
CHANGE FROM EXISTING (+/-)		35
PERCENT CHANGE (+/-)		0.33%

LEGEND		
EXISTING	DESCRIPTION	PROPOSED
□	GRANITE MONUMENT - 3" OFFSET	■
○	IRON PIN FOUND/SET	○
○	IRON ROD FOUND	○
○	CAPED IRON ROD FOUND	
○	DRILL HOLE FOUND	
○	GRANITE MONUMENT FOUND	
---	STREET LINE	---
---	LOT SETBACKS	---
---	PROPERTY LINE	---
---	ADJUTOR LINE	---
---	"NO CUT" BUFFER	---
---	WETLANDS	---
---	EDGE OF ROAD/TRAVELLED WAY	---
○	SOIL TEST PIT	○
---	CONTOUR	---
---	SPOT GRADE	---
---	GAS SHUT-OFF	---
---	UTILITY POLE	---
---	OVERHEAD ELECTRICAL	---
---	UNDERGROUND ELECTRICAL	---
---	ELECTRICAL TRANSFORMER	---
---	FIRE HYDRANT	---
---	WATER LINE	---
---	WATER GATE	---
---	SEWER LINE	---
---	SEWER MANHOLE	---
---	DEBRIDGE MANHOLE	---
---	CATCH BASIN	---
---	UNDERDRAIN/STORMDRAIN	---
---	UNDERDRAIN	---
---	SILT FENCE	---
---	TEMP. STONE CHECK DAM	---
---	GRADING AND FLOW DIRECTION	---
---	HAY BALES	---
---	EROSION CONTROL BLANKET	---
---	STORMWATER BOUNDARY	---
---	STORMWATER FLOW (1c)	---
---	FACE OF LEDGE OUTCROP	---
---	BIRCH	---
---	MAPLE	---
---	TREE LINE	---
---	SITE LIGHTING (WAYSIDE FIXTURE)	---
---	STONE WALL	---



PROPOSED SITE PLAN

SCALE: 1" = 10'-0"



CLIENT: **MAKA BUILDERS, LLC.**

3 BLUE WAVE LANE
SACO, MAINE 04072

SEASHORE CONDOMINIUMS
60 SACO AVENUE
OLD ORCHARD BEACH MAINE

PROPOSED RENOVATION

No.	DESCRIPTION	ISSUED FOR PLANNING PERMIT		DATE	
		DR.	CHK.	BY	ED.
A	ISSUED FOR PLANNING PERMIT				05-23-24

SHEET TITLE:

PROPOSED
SITE PLAN

DESIGNED: ED
 DRAWN: BYD
 DATE: 07-9-22
 PROJECT NUMBER: 22-231

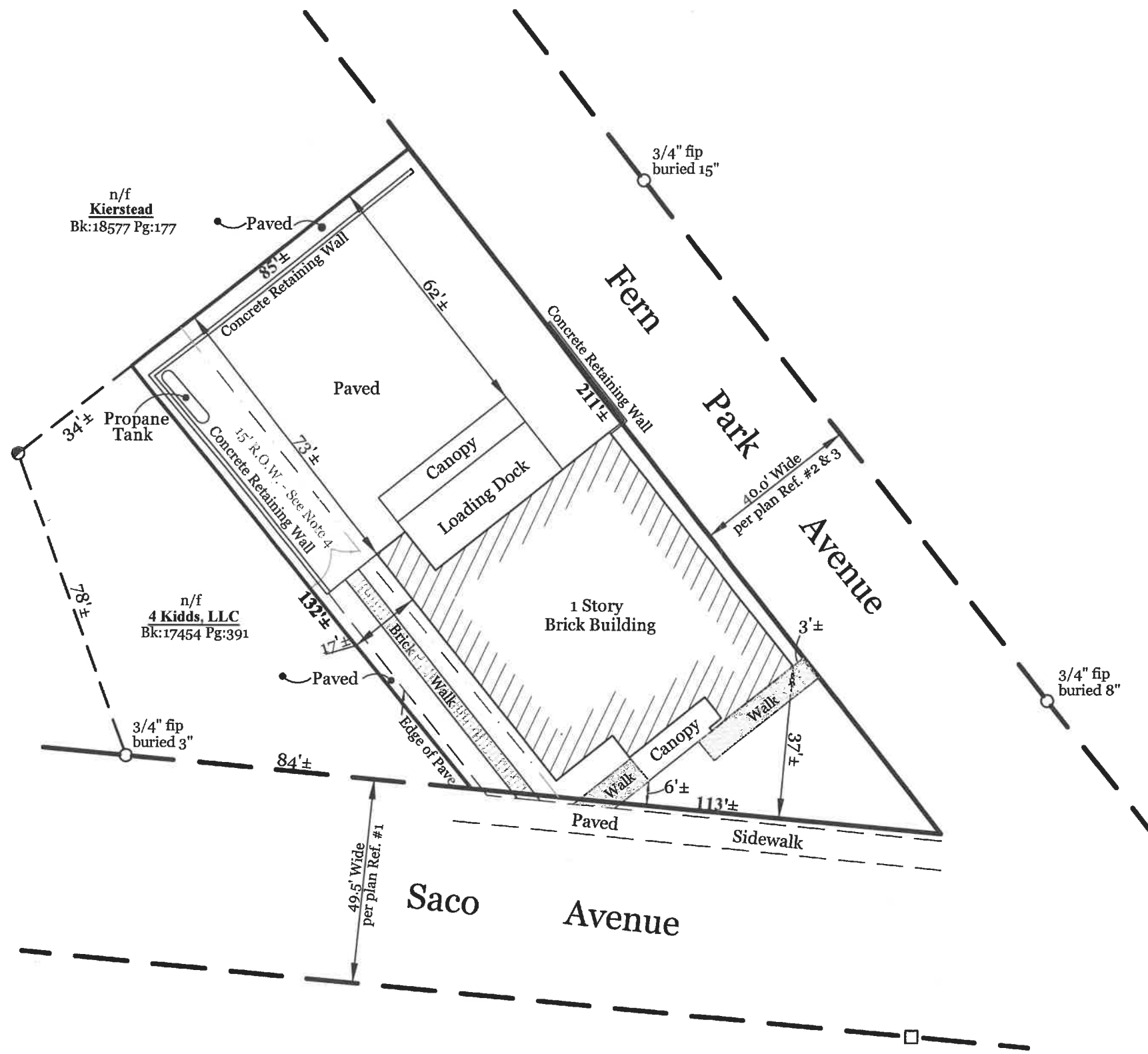
C101

Magnetic North
Observed 2022



n/f
Kierstead
Bk:18577 Pg:177

n/f
4 Kidds, LLC
Bk:17454 Pg:391



General Notes:

1. The parcel shown is depicted as lot 1 in block 10 on the Town of Old Orchard Beach Assessor's Map 206.
2. This is not a boundary survey. No in depth records research or field work was performed by the office.
3. The boundaries shown hereon were derived from existing monumentation shown and current deed information.
4. The locus parcel appears to be subject to a 15' wide right way to be used in common by the owners of the abutting property.

Locus Deed Reference:

Loren R. Hilf and Edmundo C. Pavares Co-Trustees
of The Hilf Family Trust, a/k/a/ The Wayne R. Hilf Family Trust
To
Clifton E. Temm, II and Suzanne M. Temm
Recorded at the York County Registry of Deeds in Bk:10350, Pg:238

Plan References:

1. "Maine State Highway Commission Right Of Way Map State Highway 9", Old Orchard Beach, York County, dated January 1956, and recorded at the York County Registry of Deeds in Plan Book 29, Page 25.
2. "Plan of Fern Park Old Orchard Beach Maine", dated March 1911, by Dudley & Sawyer, C.E., and recorded at the York County Registry of Deeds in Plan Book 7, Page 23.
3. "Plan Of Lands Of Fern Park Land Corporation, Old Orchard Beach-Maine", dated July 1930 by Libby & Dow-Engr's, and recorded at the York County Registry of Deeds in Plan Book 11, Page 43, Revised March 1961 and recorded in Plan Book 31, Page 41.

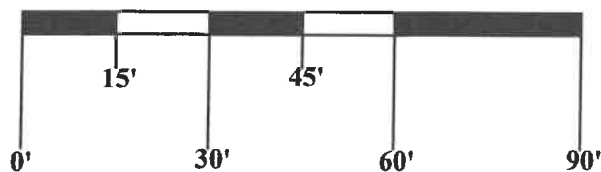
Legend:

- Found #5 steel rebar with survey cap #2190
- Found iron pipe
- Found Highway Monument

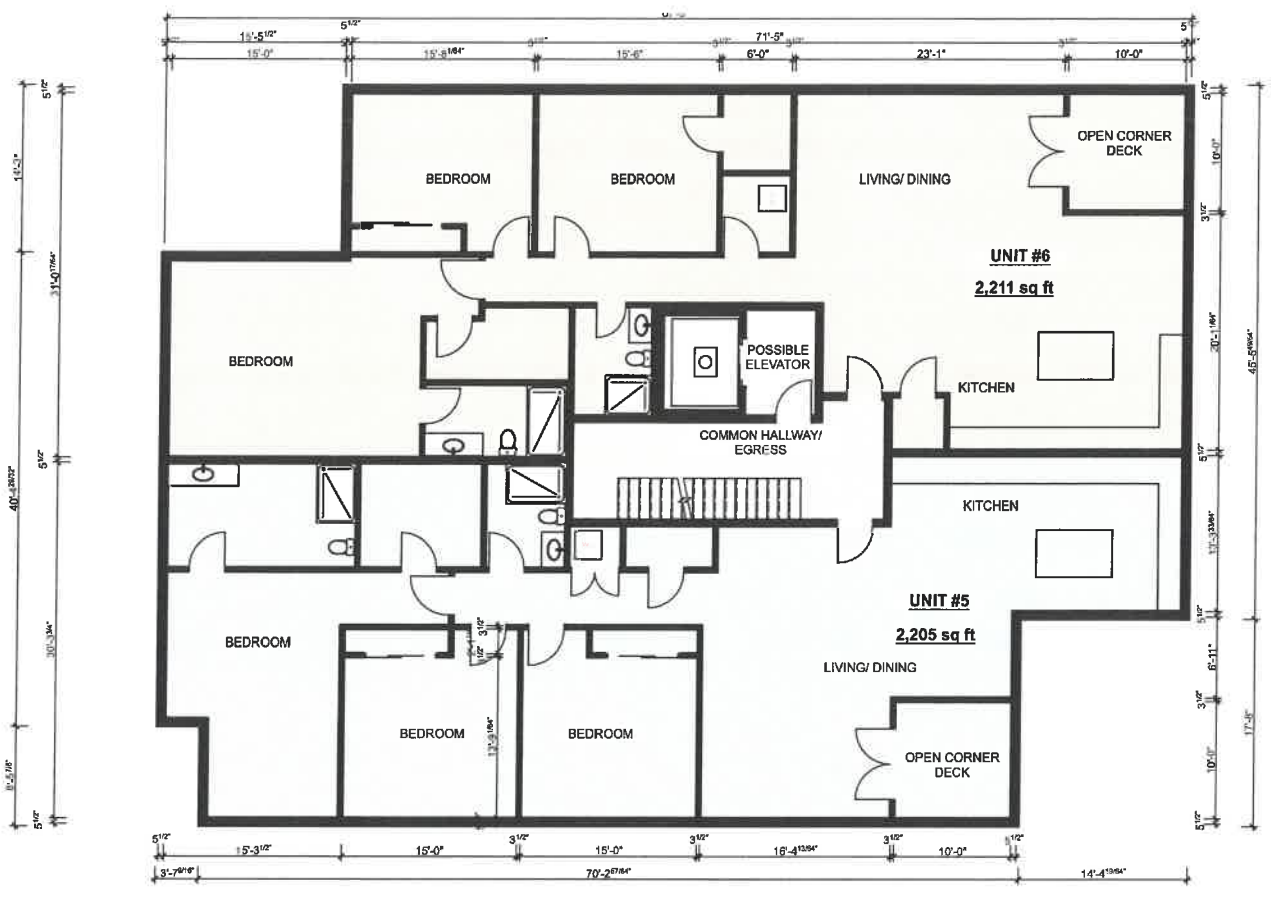
Sketch Showing Existing Improvements
Located At
60 Saco Avenue Old Orchard Beach, Maine
Prepared for
Land Matters, LLC

MIDDLE BRANCH, LLC
Professional Land Surveyors
1A Depot Street, P.O. Box 618
Alfred, Maine 04002-0618
Tel(207) 324-8712 Fax(207)324-6100

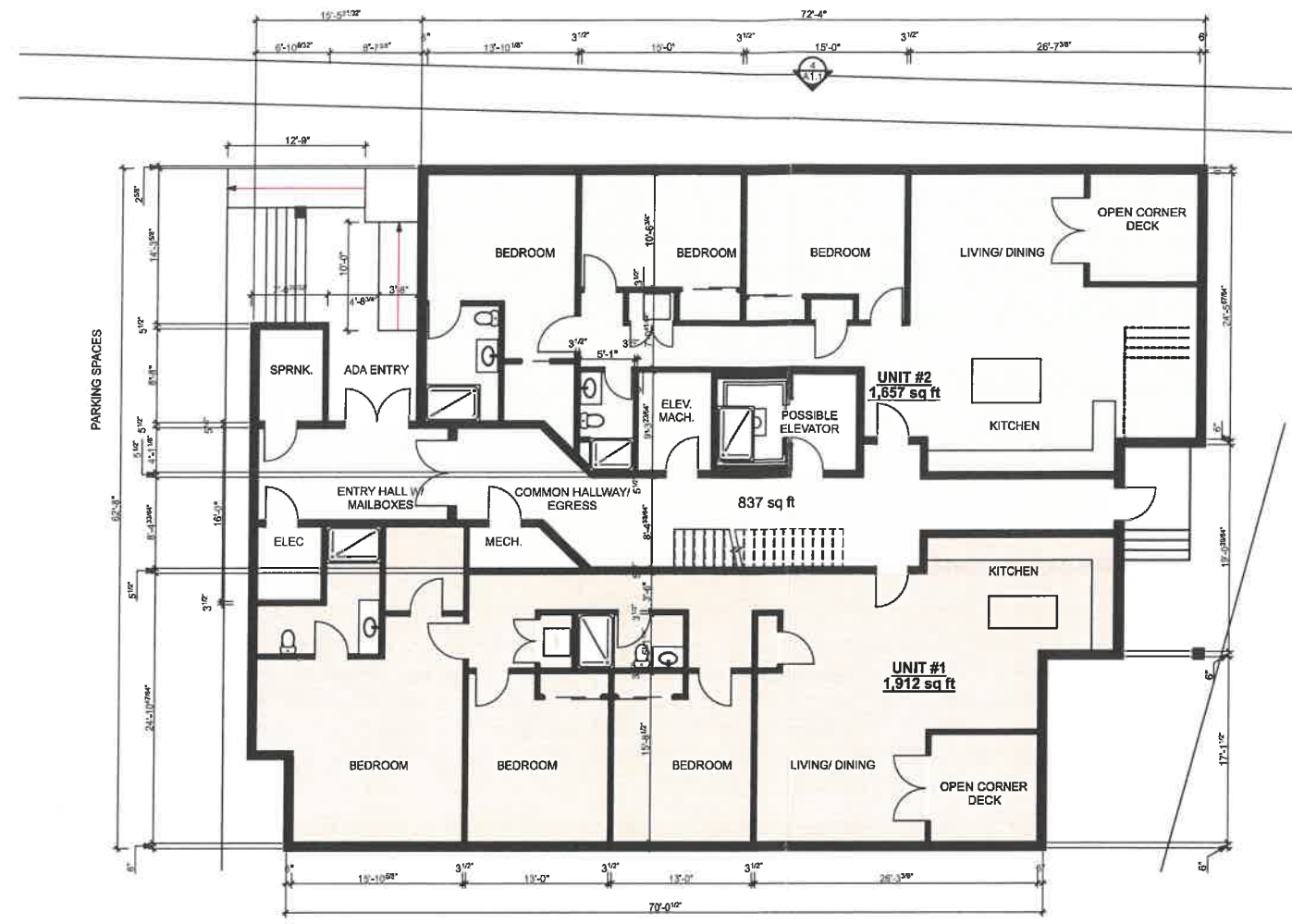
Graphic Scale:



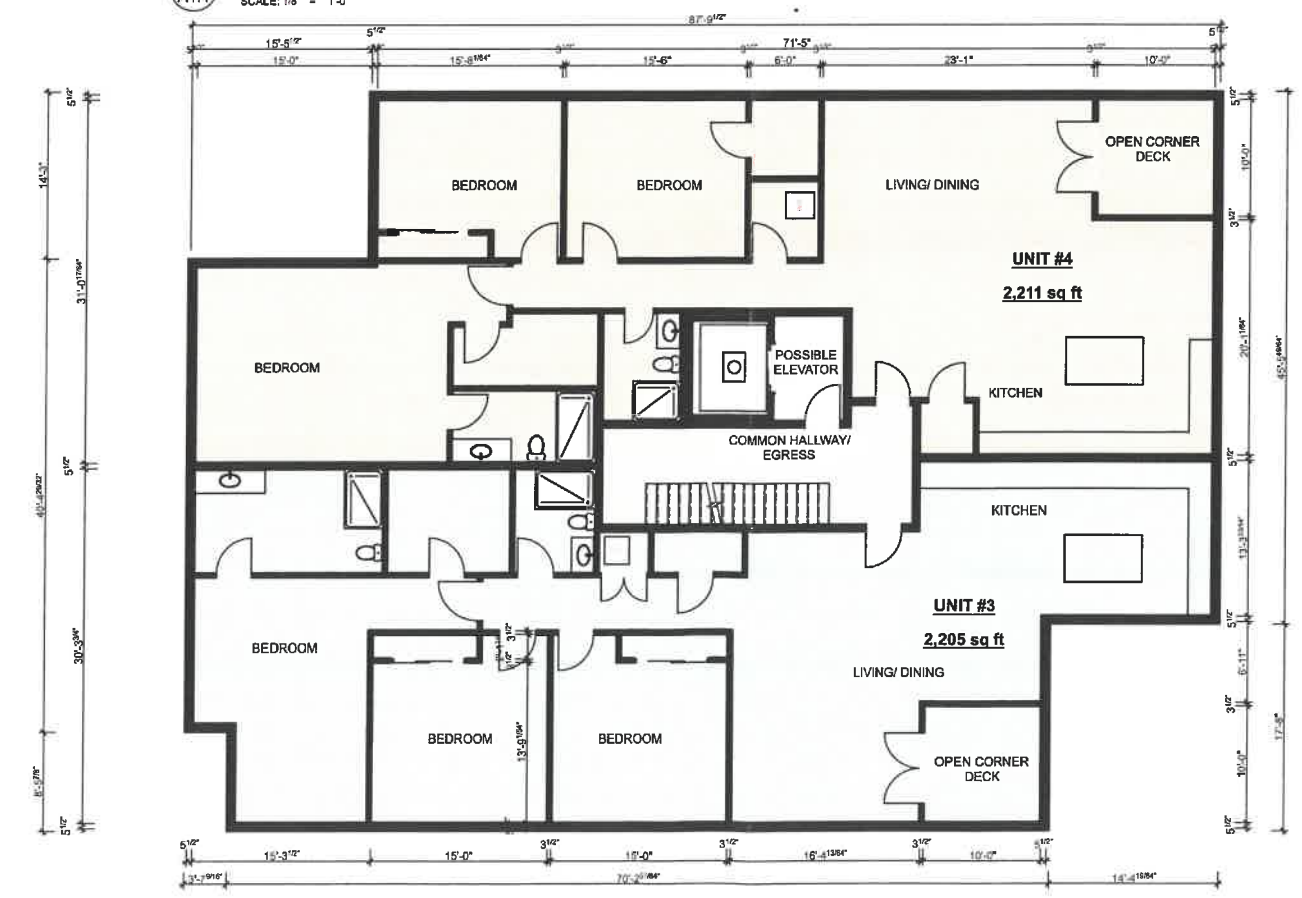
Client: Land Matters, LLC P.O. Box 468 Old Orchard Beach, Me 04064	Drawn By: MRL	Survey Date: April 5, 2022
	Chkd. By: BRL/MRL	Plan Date: April, 7, 2022
Book No. 468-22	Job No. 2222089	Scale: 1" = 30'
		Sheet No. 1 of 1



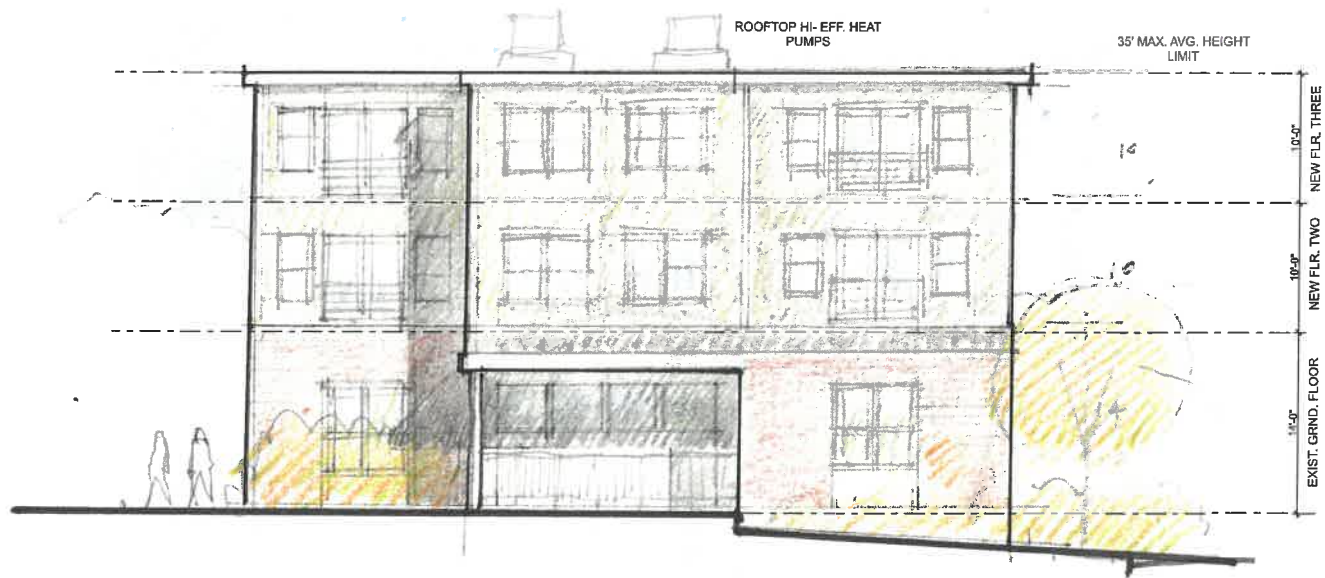
3
A1.1 **THIRD FLOOR PLAN**
SCALE: 1/8" = 1'-0"



1
A1.1 **FIRST FLOOR PLAN**
SCALE: 1/8" = 1'-0"



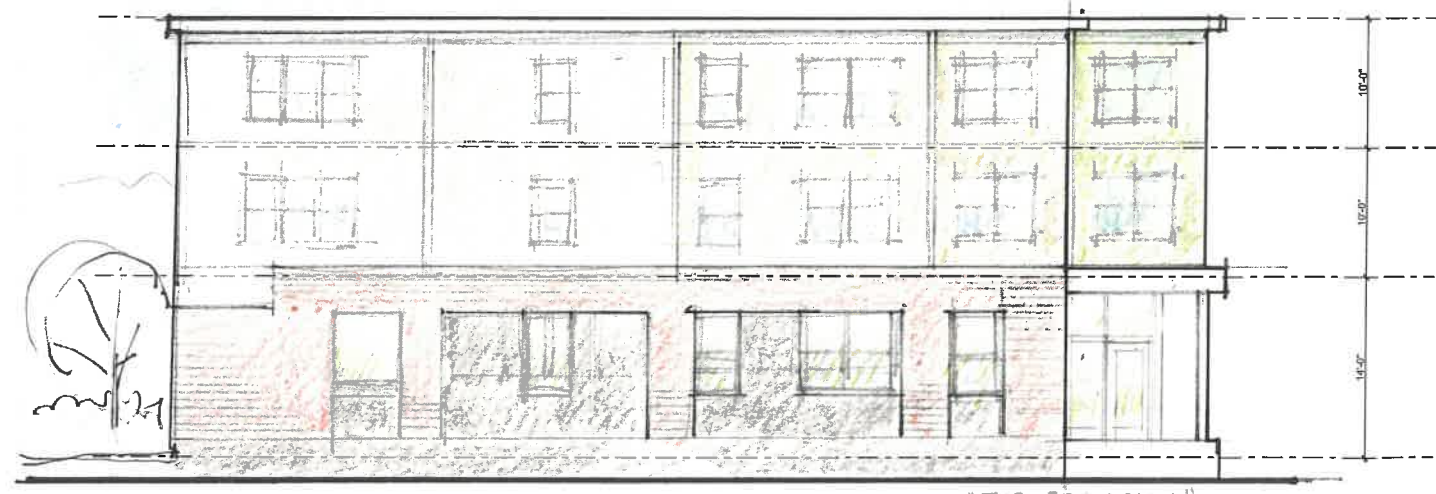
2
A1.1 **SECOND FLOOR PLAN**
SCALE: 1/8" = 1'-0"



2
A2.1 PREVIOUS SACO AVE ELEVATION
SCALE: 1/8" = 1'-0"



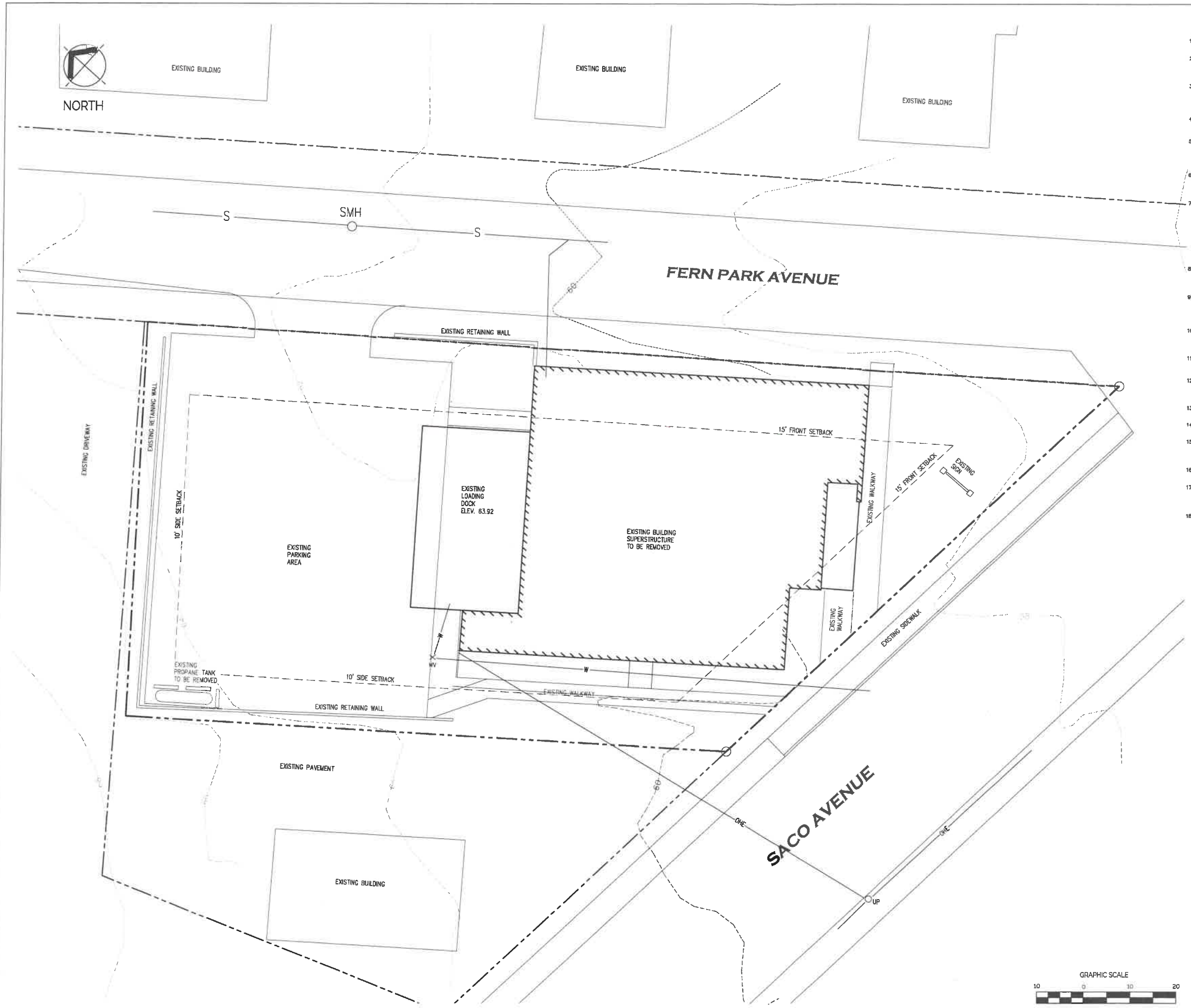
9
A2.1 SACO AVE. ELEVATION
SCALE: 1/8" = 1'-0"



4
A2.1 PREVIOUS FERN PARK AVE. ELEVATION
SCALE: 1/8" = 1'-0"



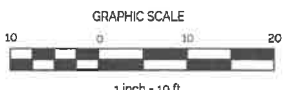
10
A2.1 FERN PARK AVE. ELEVATION
SCALE: 1/8" = 1'-0"



GENERAL NOTES

- BOUNDARY AND TOPOGRAPHY INFO. TAKEN FROM PLAN ENTITLED "SKETCH SHOWING EXISTING IMPROVEMENTS" PREPARED BY MIDDLE BRANCH, LLC AND DATED APRIL 7, 2022.
- THE CONTRACT WORK TO BE PERFORMED ON THIS PROJECT CONSISTS OF FURNISHING ALL REQUIRED LABOR, MATERIALS, EQUIPMENT, IMPLEMENTS, PARTS AND SUPPLIES NECESSARY FOR OR APPURTINANT TO, THE INSTALLATION OF CONSTRUCTION IMPROVEMENTS IN ACCORDANCE WITH THESE DRAWINGS AND AS FURTHER ELABORATED IN ANY ACCOMPANYING SPECIFICATIONS.
- THE WORK SHALL BE PERFORMED IN A THOROUGH WORKMANLIKE MANNER. ALL CONTRACTORS TO CONFORM TO ALL APPLICABLE OSHA STANDARDS. ANY REFERENCE TO A SPECIFICATION OR DESIGNATION OF THE AMERICAN SOCIETY FOR TESTING MATERIALS, FEDERAL SPECIFICATIONS, OR OTHER STANDARDS, CODES OR ORDERS, REFERS TO THE MOST RECENT OR LATEST SPECIFICATION OR DESIGNATION.
- ALL CONSTRUCTION WITHIN THE TOWN RIGHT OF WAY SHALL COMPLY WITH TOWN PUBLIC WORKS STANDARDS. ALL CONSTRUCTION WITHIN A STATE RIGHT OF WAY SHALL COMPLY WITH MAINE D.O.T. STANDARDS. ALL UTILITY CONSTRUCTION SHALL CONFORM TO RESPECTIVE UTILITY STANDARDS.
- THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS REQUIRED BY THE TOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE TOWN REQUIRED TO PERFORM ALL THE WORK (STREET OPENINGS, BUILDING PERMIT, ETC.). THE CONTRACTOR SHALL POST ALL BONDS AS REQUIRED, PAY ALL FEES, PROVIDE PROOF OF INSURANCE AND PROVIDE TRAFFIC CONTROL NECESSARY FOR THIS WORK.
- PRIOR TO CONSTRUCTION, THE SITE CONTRACTOR IS TO INFORM ALL AREA UTILITY COMPANIES AND GOVERNMENTAL AGENCIES OF PLANNED CONSTRUCTION. THE SITE CONTRACTOR IS REQUIRED TO CONTACT 800-SAFE (1-800-225-4977) AT LEAST 3 BUSINESS DAYS PRIOR TO ANY EXCAVATION TO VERIFY ALL UNDERGROUND AND OVERHEAD UTILITY LOCATIONS.
- THE PROJECT DRAWINGS ARE GENERALLY SCHEMATIC AND INDICATE THE POSSIBLE LOCATION OF EXISTING UNDERGROUND UTILITIES. INFORMATION ON EXISTING UTILITIES HAS BEEN COMPILED FROM AVAILABLE INFORMATION INCLUDING UTILITY COMPANY MAPS, MUNICIPAL RECORD MAPS, AND FIELD SURVEY. IT IS NOT TO BE CORRECT OR COMPLETE. UTILITIES ARE SHOWN TO ALERT THE CONTRACTOR TO THEIR PRESENCE. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING ACTUAL LOCATIONS AND ELEVATIONS OF ALL UTILITIES, INCLUDING SERVICES WHEN THOSE SERVICES ARE TO BE LEFT IN PLACE. THE CONTRACTOR IS TO PROVIDE ADEQUATE MEANS OF SUPPORT AND PROTECTION DURING THE EXCAVATING AND BACKFILLING OPERATIONS. SHOULD ANY UNCHARTERED OR INCORRECTLY CHARTED UTILITIES BE FOUND, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER IMMEDIATELY FOR DIRECTIONS BEFORE PROCEEDING FURTHER WITH THE WORK IN THIS AREA.
- OSHA REGULATIONS MAKE IT UNLAWFUL TO OPERATE CRANES, BOOMS, HOISTS, ETC. WITHIN TEN FEET (10') OF ANY ELECTRIC LINE. IF THE CONTRACTOR MUST OPERATE CLOSER THAN 10', THE CONTRACTOR MUST CONTACT THE POWER COMPANY TO MAKE ARRANGEMENTS FOR PROPER SAFEGUARDS BEFORE ENCRoACHING ON THIS REQUIREMENT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLANS, APPROVALS, AND DETAILS FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL VERIFY ALL THE SITE CONDITIONS IN THE FIELD AND CONTACT THE DESIGN ENGINEER IF THERE ARE ANY DISCREPANCIES REGARDING THE CONSTRUCTION DOCUMENTS AND/OR FIELD CONDITIONS SO THAT AN APPROPRIATE REVISION CAN BE MADE PRIOR TO BIDDING.
- THE CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT DIMENSIONS AND CONSTRUCTION DETAIL OF THE BUILDING AREA. BUILDING AND DRIVEWAYS SHOWN ARE CONCEPTUAL. ALL SITE DIMENSIONS ARE REFERENCED TO PROPERTY LINES, THE FACE OF CURBS, OUTSIDE FACE OF WALLS, OR EDGE OF PAVING UNLESS OTHERWISE NOTED.
- ALTERNATIVE METHODS AND PRODUCTS OTHER THAN THOSE SPECIFIED MAY BE USED IF REVIEWED AND APPROVED IN WRITING BY THE OWNER, DESIGN ENGINEER, AND APPROPRIATE GOVERNMENTAL AGENCY PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL RESTORE ALL UTILITY STRUCTURES, PIPE, UTILITIES, PAVEMENT, CURBS, SIDEWALKS, AND LANDSCAPED AREAS DISTURBED BY CONSTRUCTION TO AS GOOD AS BEFORE BEING DISTURBED AS DETERMINED BY CITY/CODE ENFORCEMENT OFFICIALS. ANY DAMAGES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL EXCAVATION SHALL BE BACKFILLED TO EXISTING GRADE BEFORE THE END OF THE DAY OR ADEQUATELY PROTECTED FROM DAMAGE TO HUMANS AND ANIMALS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL FIELD LAYOUT. THE OWNER WILL PROVIDE A BENCH MARK AT THE CONSTRUCTION SITE FROM WHICH TO BEGIN LAYOUT.
- THE CONTRACTOR SHALL GUARANTEE THE FAITHFUL REMEDY OF ANY DEFECTS DUE TO FAULTY MATERIALS OR WORKMANSHIP AND GUARANTEE PAYMENT FOR ANY RESULTING DAMAGE WHICH SHALL APPEAR WITHIN A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT.
- THE CONTRACTOR SHALL PROVIDE AS-BUILT RECORDS OF ALL CONSTRUCTION (INCLUDING UNDERGROUND UTILITIES) TO THE OWNER AT THE END OF CONSTRUCTION.
- A PRE-CONSTRUCTION CONFERENCE WITH THE OWNER, DESIGNERS, TOWN OFFICIALS AND CONTRACTOR SHALL BE REQUIRED BEFORE ANY CONSTRUCTION OCCURS ON THE PROJECT. DURING CONSTRUCTION THERE SHALL BE WEEKLY PROGRESS MEETINGS WITH THE OWNER (ON SITE OR TELECONFERENCE) UNTIL PROJECT COMPLETION.
- PROPER IMPLEMENTATION AND MAINTENANCE OF EROSION CONTROL MEASURES ARE OF PARAMOUNT IMPORTANCE FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTIONS OF THE OWNER, THEIR REPRESENTATIVES, OR STATE/LOCAL/FEDERAL INSPECTORS AT NO ADDITIONAL COST TO THE OWNER.

LEGEND	
EXISTING	PROPOSED
■	GRANITE MONUMENT - 3" OFFSET
□	IRON PIN FOUND/SET
○	IRON ROD FOUND
○	CAPED IRON ROD FOUND
○	DRILL HOLE FOUND
□	GRANITE MONUMENT FOUND
---	STREET LINE
---	LOT SETBACKS
---	PROPERTY LINE
---	ADJUTOR LINE
---	"NO CUT" BUFFER
---	WETLANDS
---	EDGE OF ROAD/TRAVELLED WAY
○	SOIL TEST PIT
---	CONTOUR
---	SPOT GRADE
○	GAS SHUT-OFF
○	UTILITY POLE
---	OVERHEAD ELECTRICAL
---	UNDERGROUND ELECTRICAL
□	ELECTRICAL TRANSFORMER
□	FIRE HYDRANT
---	WATER LINE
---	SEWER LINE
---	SEWER MANHOLE
---	DRAINAGE MANHOLE
---	CATCH BASIN
---	UNDERDRAIN/STORMDRAIN
---	UNDERDRAIN
---	SILT FENCE
---	TEAR STONE CHECK DAM
---	GRADING AND FLOW DIRECTION
---	HAY BALES
---	EROSION CONTROL BLANKET
---	STORMWATER BOUNDARY
---	STORMWATER FLOW (T)
---	FACE OF LEDGE OUTCROP
---	BIRCH
---	MAPLE
---	TREE LINE
---	SITE LIGHTING (BAYSIDE FUTURE)
---	STONE WALL



NO.	DESCRIPTION	DATE
1	A	05-23-24

AGENDA ITEM #8176

Discussion with Action: Shall the Town Council of the Town of Old Orchard Beach amend section 54-187, Restrictions and Prohibitions, East Grand Avenue, by adopting the underscored language:

Sec. 54-187. - Restrictions and prohibitions.

East Grand Avenue. No parking will be permitted on either side of East Grand Avenue from Old Orchard Street to the Scarborough line. Except that parking shall be allowed on the ocean side of East Grand Avenue from Kinney Avenue to Walnut Street. Loading and unloading only will be permitted at the locations defined by the chief of police and designated by proper signage. 15-minute parking spaces will be permitted on the west side (non-ocean side) of East Grand Avenue from the intersection of Walnut Street in a southerly direction for 85 feet. Three free 30-minute parking spaces will be allowed on the East Side (Ocean Side) of East Grand Avenue in front of the following addresses; Two spaces in front of 13 East Grand Avenue MBLU 306-3-2, and one space in front of 19 East Grand Avenue MBLU 306-4-3.

Chair: Shawn O'Neill

AGENDA ITEM #8177

Discussion with Action: Accept the bid from Shaw Brother's Construction for the paving of Temple Avenue (between West Grand and Seaside Avenue), Reggio Avenue (between West Grand and Seaside Avenue), Williams Street, and Wilbur Avenue (between Melvin Avenue and Old Orchard Road), in the amount of \$350,697.00 from the \$1 million dollar appropriation from the undesignated fund balance with a remaining balance of \$786,600.

Chair: Shawn O'Neill

SECTION 00410BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

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

Project: 2024 CIP Paving Projects

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data;

ARTICLE 3—BASIS OF BID—LUMP SUM BID

3.01 *Base Bid Items*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum items.
- B. Bidder acknowledges that:
 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents (estimated "**").

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
1	Strip and Repave of Temple Avenue	Lump Sum	1	\$ 88,414.00	\$ 88,414.00
2	Full Depth Reconstruction of Reggio Avenue	Lump Sum	1	\$ 89,352.00	\$ 89,352.00
3	Full Depth Reconstruction of Williams Street	Lump Sum	1	\$ 88,012.00	\$ 88,012.00
4	Full Depth Reconstruction of Wilbur Ave	Lump Sum	1	\$ 84,919.00	\$ 84,919.00
Total Base Bid					\$ 350,697.00

3.02 DELETED.

3.03 DELETED.

ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Deleted.
- 6.03 Deleted.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 7.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 7.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 7.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**8.01 Bidder's Representations****A. In submitting this Bid, Bidder represents the following:**

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including all American Iron and Steel requirements.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Shaw Brothers Construction
(typed or printed name of organization)

By:

Jonathan E. Shaw
(individual's signature)

Name:

JONATHAN E. SHAW
(typed or printed)

Title:

President
(typed or printed)

Date:

5/23/24
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Robert Brady
(individual's signature)

Name:

ROBERT BRADY
(typed or printed)

Title:

ESTIMATOR
(typed or printed)

Date:

5/23/24
(typed or printed)

Address for giving notices:

341 Mosher Rd
Gorham ME 04038

Bidder's Contact:

Name:

MARK BARNES
(typed or printed)

Title:

Project Manager
(typed or printed)

Phone:

207 839-2512

Email:

MBARNES@shawbrothers.com

Address:

341 Mosher Rd
Gorham ME 04038

Bidder's Contractor License No.: (if applicable) N/A

END OF SECTION

SHAW BROTHERS CONSTRUCTION, INC.

I, Peter S. Plumb, Clerk of SHAW BROTHERS CONSTRUCTION, INC. certify that the following named individuals hold the offices set forth opposite their respective names as of the date below:

President:	Jonathan E. Shaw
Treasurer:	Daniel H. Shaw
Vice-President:	Thomas B. Biegel
Clerk:	Peter S. Plumb

I further certify that the following are true and exact copies of resolutions of the Corporation's Board of Directors and that said resolutions have not been altered or amended to the date of this certificate:

VOTED: To authorize the President, Vice-President and Treasurer of SHAW BROTHERS CONSTRUCTION, INC., or any one of them, to make verbal and written bids on behalf of the Corporation for construction work of any type and nature, including but not limited to earth work, road work, sidewalk work, foundation work and all other manner of work which can be reasonably described as construction work to any organization, whether public or private, anywhere within the State of Maine, at any time, and to fill out, execute and sign on behalf of the Corporation any and all documents which may be required from time to time by the person or organization or governmental entity seeking the bid.

Dated: March 23, 2023


Peter S. Plumb, Clerk

State of Maine
Cumberland, ss.

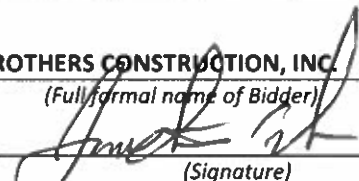

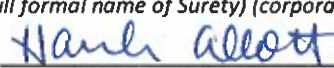

March 23, 2023

Personally appeared before me the above-named Peter S. Plumb in his capacity as Clerk and made oath that the foregoing statements are made on personal knowledge and are true.


Notary Public

SHARON C. GIGGEY
NOTARY PUBLIC
STATE OF MAINE
MY COMMISSION EXPIRES JULY 24, 2025

BID BOND (PENAL SUM FORM)

Bidder Name: SHAW BROTHERS CONSTRUCTION, INC. Address <i>(principal place of business)</i> : 341 Mosher Road Gorham, ME 04038	Surety Name: WESTFIELD INSURANCE COMPANY Address <i>(principal place of business)</i> : Agency: P.O. Box 511 Concord, NH 03302-0511
Owner Name: TOWN OF OLD ORCHARD BEACH Address <i>(principal place of business)</i> : 1 Portland Avenue Old Orchard Beach, ME 04064	Bid Project <i>(name and location)</i> : 2024 CIP Paving Projects, Old Orchard Beach ME Bid Due Date: May 23rd, 2024
Bond Penal Sum: FIVE PERCENT OF AMOUNT BID Date of Bond: May 23rd, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder SHAW BROTHERS CONSTRUCTION, INC. <i>(Full formal name of Bidder)</i> By:  <i>(Signature)</i> Name: <u>Jonathan E. Shaw</u> <i>(Printed or typed)</i> Title: <u>President</u> Attest:  <i>(Signature)</i> Name: <u>Robert Brady</u> <i>(Printed or typed)</i> Title: <u>ESTIMATOR</u>	Surety WESTFIELD INSURANCE COMPANY <i>(Full formal name of Surety) (corporate seal)</i> By:  <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Hannah Abbott</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u> Attest:  <i>(Signature)</i> Name: <u>Mark J. Stevens</u> <i>(Printed or typed)</i> Title: <u>Account Manager</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/08/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2835562 06

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DANIEL E. CHURCH, MICHAEL P. O'BRIEN, MATTHEW R. BLAISDELL, RYAN M. STEVENS, PAULA J. CANTARA, GARY P. LAPIERRE, MARK J. STEVENS, HANNAH ABBOTT, JOINTLY OR SEVERALLY

of CONCORD and State of NH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executives shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 08th day of FEBRUARY A.D., 2024.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

[Signature of Gary W. Stumper]

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 08th day of FEBRUARY A.D., 2024, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



[Signature of David A. Kotnik]

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 23rd day of May A.D., 2024.



[Signature of Frank A. Carrino]

Frank A. Carrino, Secretary

SECTION 00450

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Shaw Brothers Construction Inc.	
Corporate Office			
Name:	JONATHAN E. SHAW	Phone number:	207 834 2552
Title:	PRESIDENT	Email address:	JSHAW@SHAWBROTHERS.CO.
Business address of corporate office:		341 Mosher Road	
		Gorham ME 04038	
Local Office SAME AS ABOVE			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	8/1977	State in which Business was formed:	MAINE
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	
Identify all		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.03 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	JONATHAN SHAW	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ —
Name:	DANIEL SHAW	Title:	Treasurer
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ —
Name:	THOMAS BIGEL	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ —
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business: *N/A*

Name of License:	
Licensing Agency:	
License No:	Expiration Date:
Name of License:	
Licensing Agency:	
License No:	Expiration Date:

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer: <i>Chris Dyer</i>		
Safety Certifications		
Certification Name	Issuing Agency	Expiration
<i>OSHA 30</i>	<i>OSHA</i>	<i>—</i>

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	<i>2023</i>			<i>2022</i>			<i>2021</i>		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
<i>Shaw Brothers</i>	<i>0.50</i>	<i>7.99</i>	<i>50000</i>	<i>0.48</i>	<i>7.81</i>	<i>510148</i>	<i>0.61</i>	<i>11.06</i>	<i>542375</i>

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. If required in the “Submit” check box below, provide a copy of the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	<i>GORHAM SAVINGS BANK</i>		
Business address:	<i>10 WENTWORTH DRIVE GORHAM, ME 04038</i>		
Date of Business’s most recent financial statement:	<i>12/31/23</i>	<input type="checkbox"/> Submit	
Date of Business’s most recent audited financial statement:	<i>12/31/23</i>	<input type="checkbox"/> Submit	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			<i>—</i>
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			<i>—</i>

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	West Field		
Surety is a corporation organized and existing under the laws of the state of:	OHIO		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	ONE PARK Circle		
	PO Box 5001		
	Westfield Center, OH 44251		
Physical Address (principal place of business):	ONE PARK Circle		
	Westfield Center, OH 44251		
Phone (main):	800 243 0210	Phone (claims):	same

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	Cross Insurance		
Insurance Provider	Type of Policy (Coverage Provided)		
Commercial Western Ins	Commercial GL		
Union Insurance	Auto		
Acadia Insurance	Umbrella		
Illinois Union Ins	Workers Comp		
Are providers licensed or authorized to issue policies in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Does provider have an A.M. Best Rating of A-VII or better?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	Cross Insurance		
	2331 Congress St		
	Portland ME 04102		
Physical Address (principal place of business):	same		
Phone (main):	207 780 1677	Phone (claims):	same

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	220
Estimate of revenue for the current year:	\$ 115,000,000
Estimate of revenue for the previous year:	\$ 115,000,000

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:	47		
As a general contractor:	<input checked="" type="checkbox"/>	As a joint venturer:	<input type="checkbox"/>
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 DELETED

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C DELETED
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Shaw Brothers Construction
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Name: JONATHAN E. SHAW
(typed or printed)

Title: President
(typed or printed)

Date: 5/23/24
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]
(individual's signature)

Name: ROBERT BRADY
(typed or printed)

Title: ESTIMATOR
(typed or printed)

Address for giving notices:
341 Mosher Rd
Gorham ME 04038

Designated Representative:
Name: MARK BARNES
(typed or printed)

Title: Project Manager
(typed or printed)

Address:
341 Mosher Rd
Gorham ME 04038

Phone: 207 839-2552

Email: mbarnes@shawbrothers.com

Schedule A—Current Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost	Date Project	Project Superintendent	Quality Control Manager
Key Project Personnel	Project Manager	Safety Manager	
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Organization	Telephone
Designer	Title/Position		Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel	Project Manager	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Organization	Telephone
Designer	Title/Position		Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel	Project Manager	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Organization	Telephone
Designer	Title/Position		Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel	Project Manager	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Organization	Telephone
Designer	Title/Position		Email
Construction Manager			

Schedule B—Previous Experience with Similar Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			

Schedule B — Previous Experience with Similar Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			

Bid Estimate Worksheet



Shaw Brothers Construction, Inc.
 341 Mosher Road, PO Box 69
 Gorham, Maine 04038
 Phone 207-839-2552
 Fax 207-839-6239

Work on Hand
 5/23/2024

Project Name	General Contractor	Owner	Architect	Amount	% Complete	Scheduled Compl	Amount Remaining	Bonded
Maime Medical	Turner Construction	Maime Health	Perkins & Will	\$ 9,269,000.00	99.00%	July 1, 2024	\$ 92,690.00	No
Maine Correctional Site Development	Cianbro	State of Maine	SMART	\$ 12,621,000.00	96.00%	August 1, 2024	\$ 504,840.00	No
Merrill Road Converter Station	Cianbro	CMP	N/A	\$ 6,920,714.00	80.00%	September 1, 2024	\$ 1,384,142.80	No
Merrill Road Converter Station Buildings	Sheridan	CMP	Avinard Engineering	\$ 422,665.00	60.00%	September 1, 2024	\$ 169,065.00	No
Riverwalk Wall Repair	Shaw Brothers	City of Biddeford	Weston & Sampson	\$ 1,000,000.00	90.00%	TBD	\$ 100,000.00	No
MDOT Yarmouth I-295 Bridges	CPM Constructors	MDOT	N/A	\$ 10,349,000.00	65.00%	November 1, 2025	\$ 3,622,150.00	No
Vertical Harvest	Wright Ryan	Vertical Harvest	Harciman	\$ 5,686,000.00	98.00%	July 1, 2025	\$ 113,720.00	No
Freepport Bridges	McNamee	MDOT	MDOT	\$ 604,730.00	75.00%	November 15, 2024	\$ 151,182.50	No
Pepperell Mill Paving	Shaw Brothers	Pepperell Mill	N/A	\$ 487,940.00	80.00%	June 15, 2024	\$ 97,588.00	No
Rock Row MOB	Shaw Brothers	Waterstone	Jones & Beach	\$ 4,119,526.00	65.00%	September 1, 2024	\$ 1,441,834.10	No
Rock Row Pump Station & Sewer	Shaw Brothers	Waterstone	Weston & Sampson	\$ 2,037,000.00	30.00%	September 1, 2024	\$ 1,425,900.00	No
Rock Row Phase 4 Roadway	Shaw Brothers	Waterstone	Jones & Beach	\$ 856,648.00	10.00%	September 1, 2024	\$ 771,001.20	No
Stroudwater Preserve	Envy Construction	Stroudwater Development Partners	Acorn Engineering	\$ 3,810,000.00	99.00%	June 1, 2024	\$ 38,100.00	No
Town of Freeport Paving	Shaw Brothers	Town of Freeport	N/A	\$ 284,378.00	85.00%	June 1, 2024	\$ 42,656.70	No
MDOT Falmouth Bridges	Worman & Simpson	MDOT	HNTB	\$ 1,123,852.00	90.00%	November 15, 2024	\$ 673,711.20	Yes
Tracey Brook Bridge	Shaw Brothers	MDOT	HNTB	\$ 4,833,231.00	40.00%	November 15, 2024	\$ 483,523.10	Yes
MDOT Ticonic Bridge	Shaw Brothers	MDOT	MDOT	\$ 913,285.00	25.00%	June 1, 2025	\$ 684,963.75	No
Bowdoin College Fields	Wright Ryan	Bowdoin College	Sebaso Technics	\$ 5,237,737.00	97.00%	June 15, 2024	\$ 157,131.99	No
Route 1 and Downs Road Intersection	Shaw Brothers	M&R Holdings	Gorrell Palmer	\$ 1,487,237.00	75.00%	June 30, 2024	\$ 371,809.25	No
Town Center	Shaw Brothers	M&R Holdings	Gorrell Palmer	\$ 5,861,512.00	75.00%	October 15, 2024	\$ 1,463,378.00	No
Haisis Parkway Widening	Shaw Brothers	Town of Windham	Gorrell Palmer	\$ 478,535.00	95.00%	August 1, 2024	\$ 23,926.75	No
Manchester School Improvements	Shaw Brothers	Town of Windham	Stantec	\$ 2,825,000.00	35.00%	September 1, 2025	\$ 1,836,250.00	Yes
Windham Sewer Improvements	MVH Constructors	Town of Windham/PWD	Brown & Caldwell	\$ 3,000,000.00	65.00%	September 1, 2024	\$ 1,830,500.00	Yes
Auren Distribution Facility	Zachau Construction	Agren Appliance	Harciman	\$ 3,000,000.00	75.00%	September 1, 2024	\$ 750,000.00	No
USM Performing Arts Building	Consial	USM	Pfeiffer	\$ 2,445,000.00	78.00%	June 1, 2025	\$ 537,900.00	No
Sewer Treatment Facility Improvements	MWH Constructors	City of Saco	Tighe & Bond	\$ 6,037,914.00	1.00%	October 1, 2025	\$ 5,977,534.86	Yes
Gorham Industrial Park West	Shaw Brothers	Town of Gorham	SLR	\$ 1,060,000.00	80.00%	September 1, 2024	\$ 212,000.00	Yes
MDOT Park and Ride	Shaw Brothers	Maine DOT	Maine DOT	\$ 923,377.00	75.00%	October 15, 2024	\$ 230,844.25	Yes
Cross Town Battery	Cianbro	Cross Town LLC	Walsh Engineers	\$ 4,698,796.00	55.00%	October 15, 2024	\$ 2,114,458.20	No
York/Leonia Sidewalk	Shaw Brothers	City of Biddeford	Gorrell Palmer	\$ 1,157,153.00	30.00%	November 15, 2024	\$ 810,007.10	Yes
Thompson Point Concessions	Shaw Brothers	Thompson Point LLC	Bo Kennedy	\$ 414,832.00	99.00%	July 1, 2024	\$ 4,148.32	No
Fort Williams Pickleball Courts	Shaw Brothers	Town of Cape Elizabeth	Town of Cape	\$ 233,000.00	90.00%	June 1, 2024	\$ 23,500.00	No
The Hill Performing Arts	Shaw Brothers	The Hill Arts	Archtype Architects	\$ 424,300.00	0.00%	December 31, 2024	\$ 424,300.00	No
MDOT OOB/Scarborough	Shaw Brothers	MDOT	MDOT	\$ 1,637,170.00	80.00%	August 1, 2024	\$ 327,434.00	Yes
Intersection Paving Sanford	RJ Grondin	The Dome	N/A	\$ 1,592,755.00	7.00%	October 15, 2024	\$ 1,481,262.15	No
Rieby Yard Improvements	Polivka International	CSX Rail	N/A	\$ 364,251.00	70.00%	June 1, 2024	\$ 109,275.50	No
The Dome	Shaw Brothers	PWD	N/A	\$ 148,625.00	0.00%	July 31, 2024	\$ 148,625.00	No
Access Road Improvements	Shaw Brothers	Condo Assoc	N/A	\$ 68,096.00	0.00%	June 1, 2024	\$ 68,096.00	No
Mineral Springs Estates Paving	Shaw Brothers	Madison Services LLC	Acorn Engineering	\$ 503,675.00	75.00%	September 1, 2024	\$ 126,418.25	No
Roosevelt Trail Solar	Shaw Brothers	Hannaford	Gorrell Palmer	\$ 169,268.00	90.00%	July 1, 2024	\$ 16,926.80	No
Sewer Repairs at Hannaford Bridgton	CBES Management	246 Auburn Associates LLC	Acorn Engineering	\$ 2,500,000.00	5.00%	October 1, 2025	\$ 2,375,000.00	No
North Decring Gardens	NEI General Contracting	Town of Windham	Gorrell Palmer	\$ 4,231,635.00	20.00%	July 1, 2025	\$ 3,785,308.00	Yes
Rt 202 Sidewalk and Intersection Improvements	Shaw Brothers	MDOT	MDOT	\$ 1,567,437.00	75.00%	August 1, 2024	\$ 391,859.25	Yes
MDOT Newry Emergency Work	Shaw Brothers	Morin Brick	N/A	\$ 158,790.00	20.00%	May 15, 2024	\$ 127,032.00	No
Morin Brick Entrance Road	Shaw Brothers	Unitil	Acorn Engineering	\$ 553,328.00	1.00%	July 1, 2024	\$ 549,771.75	No
Unitil Parking Lot	Ouellette Construction	Town of Standish	Gorrell Palmer	\$ 1,618,013.00	60.00%	July 1, 2025	\$ 647,205.20	Yes
Rt 114 & Rt 35 Intersection Improvement	Shaw Brothers	City of Lewiston	N/A	\$ 560,673.00	0.00%	October 15, 2024	\$ 560,673.00	Yes
Deer Road & Dyer Road Paving	Shaw Brothers	City of Biddeford	N/A	\$ 2,000,000.00	0.00%	October 30, 2024	\$ 2,000,000.00	No
Town Paving - Biddeford	Shaw Brothers	State Manufactured Homes	N/A	\$ 525,000.00	0.00%	July 1, 2024	\$ 525,000.00	No
State Manufactured Homes Paving	Shaw Brothers	M&R Holdings	N/A	\$ 110,000.00	90.00%	June 1, 2024	\$ 11,000.00	No
Market Street Paving	Risbara	M&R Holdings	N/A	\$ 137,480.00	0.00%	October 30, 2024	\$ 137,480.00	No
Lot 7 at The Downs Paving	Electric Light	Town of Scarborough	Barton & Louidice	\$ 668,950.00	0.00%	October 15, 2024	\$ 668,950.00	No
North Scarborough 3 Intersections	Electric Light	Town of Scarborough	Barton & Louidice	\$ 668,950.00	0.00%	October 15, 2024	\$ 668,950.00	No

Bid Estimate Worksheet

	Acera Offsite Improvements MDOT Gorham/Scarboro Rt 22/114 MDOT Stevens Ave Wastewater Treatment Plant & Pump Stations Hyde School Track & Field MDOT 1-295	Grondin Corporation Shaw Brothers Shaw Brothers Alex Construction Fieldturf Shaw Brothers	Town of Scarborough MDOT MDOT Town of OOB City of Bath MDOT	Sebago Technics N/A N/A Woodard & Curran Fieldturf N/A	\$ 260,983.00 \$ 1,593,273.00 \$ 1,082,246.00 \$ 2,320,225.00 \$ 737,832.00 \$ 15,904,733.00	0.00% 0.00% 0.00% 0.00% 5.00% 1.00%	July 1, 2024 October 15, 2024 October 15, 2024 November 15, 2025 August 15, 2024 June 15, 2024	\$ 260,983.00 \$ 1,593,273.00 \$ 1,082,246.00 \$ 2,320,225.00 \$ 700,940.40 \$ 15,745,683.67	No Yes Yes No No Yes
								\$	
								\$	
								\$	
								\$	
					\$ 148,668,761.00			\$	64,400,912.34

Bid Estimate Worksheet



Shaw Brothers Construction, Inc.
 341 Mosher Road, PO Box 69
 Gorham, Maine 04038
 Phone: 207-839-2532
 Fax: 207-839-6239


Completed Projects

Project Name	General Contractor	Owner	Architect	Amount	Completion Date
Maine Med MOB	Consigli	Maine Medical Center	SMRT	\$ 5,675,520.00	August 1, 2021
Larabee Road Sewer Crossing	Shaw Brothers	Waterstone Property Group	Jones and Beach	\$ 375,000.00	August 15, 2021
Nason's Brook Stream Crossing	Shaw Brothers	Waterstone Property Group	Jones and Beach	\$ 322,000.00	August 15, 2021
Loop Road Extension	Shaw Brothers	Forefront Partners	Forefront Partners	\$ 816,033.00	August 15, 2021
National Weather Service Parking Reconstr	Shaw Brothers	Data Power Design	N/A	\$ 92,000.00	August 15, 2021
Narragansett School Bus Loop	Shaw Brothers	Town of Gorham	Sebago Technics	\$ 564,990.00	August 25, 2021
Maine Health Parking Lot Reconstr	Shaw Brothers	Mainehealth	N/A	\$ 1,009,000.00	August 25, 2021
Frveburg Rt.302 Paving	Reed & Reed	MDOT	MDOT	\$ 2,934,000.00	August 25, 2021
Rock Row Site Development Phase 1A	Shaw Brothers	Waterstone Property Group	Jones and Beach	\$ 1,700,000.00	August 30, 2021
Portland Transportation Center PH 2	Shaw Brothers	Langston Street Real Estate	Sebago Technics	\$ 2,520,595.00	August 30, 2021
Warren Avenue Bridge	Reed & Reed	Maine Turnpike Authority	HNTB	\$ 4,174,385.00	September 1, 2021
Acton Solar	Revision Energy	Revision Energy	Revision Energy	\$ 333,036.00	September 15, 2021
Air Cargo Taxiway - PWM	Shaw Brothers	City of Portland	Stantec	\$ 6,875,723.00	October 1, 2021
Abbott Labs Westbrook	Landry French	Abbott Labs	SMRT	\$ 2,300,000.00	October 1, 2021
Kennebunk Travel Plaza Expansion	Shaw Brothers	Maine Turnpike Authority	HNTB	\$ 9,276,081.00	October 1, 2021
Chik Fil A	Dixon Contracting	Chik Fil A	Jones and Beach	\$ 215,147.00	October 15, 2021
Gloucester Hill Road Bridge (Box Culvert)	Shaw Brothers	Town of New Gloucester	Wright Pierce	\$ 715,555.00	October 29, 2021
Cumberland Mills Paving	Dearborn Construction	MDOT	N/A	\$ 146,250.00	November 1, 2021
Westbrook Street Pathway	CPM Constructors	City of South Portland	Sebago Technics	\$ 140,000.00	November 1, 2021
1006 Congress Street	Keeley Construction	Unknown	Sebago Technics	\$ 547,871.00	November 2, 2021
Cumberland & Bridge St Intersection Improvem	Shaw Brothers	Waterstone Property Group	Sebago Technics	\$ 1,413,799.00	November 3, 2021
Larabee Road Mill and Pave	Shaw Brothers	MDOT	N/A	\$ 535,342.00	November 4, 2021
Deering Corner Roundabout	Shaw Brothers	City of Portland	Ransom Consulting	\$ 4,520,652.00	November 4, 2021
VA Clinic	Landry French	JB Brown & Sons	Gorrill Palmer	\$ 2,400,000.00	November 4, 2021
Rock Row MOB Preload	Shaw Brothers	Waterstone Property Group	Jones and Beach	\$ 240,000.00	January 2, 2022
Diamond Park Expansion	Shaw Brothers	City of Saco	N/A	\$ 137,910.00	May 15, 2022
Bates College Track Paving	Miller Sports	Bates College	N/A	\$ 2,827,781.00	June 1, 2022
The Downs Town Center	Dirigo Architectural	Crossroads Holding LLC	Gorrill Palmer	\$ 1,178,351.00	June 15, 2022
Main Street Mill and Fill	Shaw Brothers	MDOT	N/A	\$ 589,278.00	July 1, 2022
South Village	KDA Development	KDA Development	Stantec	\$ 1,732,736.00	July 1, 2022
Route 202 Mill and Pave	Shaw Brothers	MDOT	N/A	\$ 28,189,638.00	August 1, 2022
MTA Widening MM43 to MM 46	Shaw Brothers	Maine Turnpike Authority	HNTB	\$ 866,137.00	August 1, 2022
Wannefleet Athletic Field	Shaw Brothers	Wannefleet School	Sebago Technics	\$ 227,613.00	August 15, 2022
West Grand Ave Reconstruction	Shaw Brothers	Town of Old Orchard Beach	Woodard & Curran	\$ 2,860,000.00	August 15, 2022
Rock Row Preload	Shaw Brothers	Waterstone	Jones & Beach	\$ 247,000.00	September 15, 2022
11 Forest Ave Parking Lot	Shaw Brothers	Pachios Brothers	Woodard & Curran	\$ 3,937,000.00	October 1, 2022
MTA York Toll Plaza Paving	Sargeant Corporation	Maine Turnpike Authority	HNTB	\$ 979,765.00	October 1, 2022
Bayside Improvements	Shaw Brothers	City of Portland	Gorrill Palmer	\$ 962,308.00	October 1, 2022
Town Center Residential 4th Amended	Shaw Brothers	Crossroads Holding LLC	Gorrill Palmer	\$ 255,943.00	October 1, 2022
Parking Lot Construction	Shaw Brothers	Revision Energy	Acorn Engineering	\$ 255,943.00	10/3/2022

Bid Estimate Worksheet

Auburn Airport Paving	Gendron & Gendron	Lew/Aub Airport	Hovle Tanner	\$ 528,100.00	October 15, 2022
York/Kittery Weigh Station Paving	Shaw Brothers	MDOT	MDOT	\$ 509,173.00	October 15, 2022
MDOT Scarborough Paving	Shaw Brothers	MDOT	MDOT	\$ 1,160,000.00	October 15, 2022
Milling and Cyclical Paving	Shaw Brothers	MDOT	MDOT	\$ 1,995,000.00	October 15, 2022
Vernanda Street Bridge	Cianbro	MDOT	N/A	\$ 7,559,463.00	November 1, 2022
Fore Street Sewer Paving	Gorham Sand & Gravel	City of Portland	City of Portland	\$ 324,000.00	November 1, 2022
Sievens Avenue Improvements	Shaw Brothers	City of Portland	Walsh Engineering	\$ 1,455,500.00	November 15, 2022
Cascade Falls Bridge	Shaw Brothers	City of Saco	City of Saco	\$ 68,716.00	January 25, 2023
Sewer Force Main	Shaw Brothers	Waterstone	Jones & Beach	\$ 474,447.00	March 1, 2023
Rock Row Preload Removal	Shaw Brothers	Crossroads Holding LLC	Gorrill Palmer	\$ 500,000.00	May 1, 2023
Town Center Residential Sewer & Pump Sta	Shaw Brothers	Maine Water Co	Hazen & Sawyer	\$ 8,435,778.00	May 1, 2023
Saco River Water Treatment Facility	MWH Constructors	M&R Holdings	Gorrill Palmer	\$ 2,523,000.00	May 15, 2023
The Downs Offsite Improvements (Payne Road)	Shaw Brothers	Pineland Farms	Sevce & Mahlar	\$ 220,000.00	May 15, 2023
Pineland Farms Meat Market	Shaw Brothers	KGI Properties	Sevce & Mahlar	\$ 5,584,781.00	June 1, 2023
Beacon Residences	Shaw Brothers	NNEPRA	Sevce & Mahlar	\$ 2,314,000.00	June 1, 2023
NNEPRA - Wells Railroad	Shaw Brothers	Town of Cape Elizabeth	NNEPRA	\$ 524,793.00	June 1, 2023
Willow Brook Culvert Replacement	Shaw Brothers	Waterstone	Sevce & Mahlar	\$ 665,118.00	June 1, 2023
Rock Row Quarry Edge	Shaw Brothers	MDOT	Jones & Beach	\$ 605,605.00	June 1, 2023
Westbrook Intersection Paving	Gordon Contracting	City of Saco	MDOT	\$ 1,141,760.00	June 1, 2023
Industrial Park Road Deicion Pond	Shaw Brothers	Pineland Farms	City of Saco	\$ 1,141,760.00	June 1, 2023
Pineland Farms Road Reconstruction	Shaw Brothers	Risbara	Sevce & Mahlar	\$ 1,141,760.00	June 1, 2023
It'll Be Pizza	Shaw Brothers	City of Portland	N/A	\$ 131,207.00	June 15, 2023
Congress Square Paving	Gordon Contracting	City of Portland	Sevce & Mahlar	\$ 233,148.00	July 1, 2023
Portland Homeless Shelter	Cianbro	City of Portland	Sevce & Mahlar	\$ 3,734,057.00	July 1, 2023
Intersection Reconstruction Biddeford	Shaw Brothers	MDOT	MDOT	\$ 2,272,837.00	August 1, 2023
Scarborough 48	Shaw Brothers	KGI Properties	Sevce & Mahlar	\$ 1,755,000.00	August 1, 2023
Kittery Bridge Paving - MTA	NE Infrastructure	Maine Turnpike Authority	HNTB	\$ 173,185.00	August 1, 2023
Drainage Improvements	Shaw Brothers	Town of OOB	Wright Pierce	\$ 514,790.00	August 1, 2023
Westbrook Arterial Ultra Thin	Shaw Brothers	MDOT	MDOT	\$ 2,657,000.00	8/31/2023
USM Campus Housing	PC Construction	USM	SMRT	\$ 3,210,000.00	September 1, 2023
Pearl Street Reconstruction	Shaw Brothers	City of Biddeford	Sewall	\$ 3,195,930.00	September 1, 2023
PWM Terminal Apron Expansion	Shaw Brothers	City of Portland	Stantec	\$ 1,419,455.00	9/1/2023
Irving Auburn Pavement Rehab	Shaw Brothers	Irving Oil	N/A	\$ 52,898.00	9/30/2023
Goosefare Brook Substation	Cianbro	CMP	CMP	\$ 1,048,563.00	9/30/2023
Sophies Way Solar - Berwick	Shaw Brothers	Mill Creek Renewables	Sevce & Mahlar	\$ 453,000.00	October 1, 2023
Washington Ave Intersection Improvements	Chase Ex	City of Portland	City of Portland	\$ 389,794.00	October 1, 2023
Thompson Point Building Demo	Shaw Brothers	Thompson Point	N/A	\$ 53,949.00	10/1/2023
Wescott Road Culvert	Shaw Brothers	Town of Gorham	Sevce & Mahlar	\$ 550,385.00	10/1/2023
Exit 45 Interchange	CPM Constructors	Maine Turnpike Authority	HNTB	\$ 10,773,548.00	October 15, 2023
Cottage Road Improvements	Shaw Brothers	Town of South Portland	Sevce & Mahlar	\$ 1,924,878.00	October 15, 2023
Route 302 Mill and Overlay Windham	Shaw Brothers	MDOT	MDOT	\$ 2,190,000.00	October 15, 2023
80 Pine Tree Industrial Park	Shaw Brothers	Pine Tree Ind LLC	N/A	\$ 314,643.00	10/15/2023
South Portland Middle School	Harvey Construction	City of South Portland	WBRC	\$ 9,943,251.00	November 1, 2023
MTA Widening MM46 to MM49	Shaw Brothers	MTA	HNTB	\$ 24,378,000.00	November 1, 2023
Aeration and Clarifier Upgrades	Penta Corp	City of Westbrook	N/A	\$ 362,832.00	November 1, 2023
PWM GA Ramp Expansion (Maine Aviation)	Shaw Brothers	City of Portland	Stantec	\$ 700,000.00	11/1/2023
Willard Beach Force Main	Shaw Brothers	City of South Portland	Sevce & Mahlar	\$ 561,290.00	11/1/2023
Costco Warehouse	Shaw Brothers	M&R Holdings	Gorrill Palmer	\$ 12,475,532.00	November 15, 2023
USM Parking Garage	PC Construction	USM	SMRT	\$ 3,975,925.00	November 15, 2023
Merriland River Bridge Replacement	Shaw Brothers	Town of Wells	CMA Engineers	\$ 777,773.00	11/15/2023
Greenwood Slope Repair Rip Rap	Shaw Brothers	MDOT	MDOT	\$ 66,500.00	11/15/2023
Biddeford Airport West Apron	Shaw Brothers	City of Biddeford	Gale Associates	\$ 567,615.00	11/30/2023
Saco Street Intersection	Shaw Brothers	City of Westbrook	T. Y. Lin	\$ 1,215,354.00	12/15/2023
North Village	Shaw Brothers	NDA Development	Gorrill Palmer	\$ 1,710,076.00	12/20/2023
Sundav River Emergency Culvert Replacement	Cianbro	Bovnton Resorts	N/A	\$ 163,000.00	12/31/2023
Maine Med South Entrance	Lansford & Low	Maine Health	Perkins & Will	\$ 37,081.00	2/1/2024

Bid Estimate Worksheet

	Shaw Brothers Construction, Inc. 341 Mosher Road, PO Box 69 Gorham, Maine 04038 Phone: 207-839-2552 Fax: 207-839-6239		
Subcontractors and Suppliers			
Project:	2024 CIP Paving Projects		
	OOB		
Owner:	Town of OOB		
Bid Date:	Thursday, May 23, 2024		
Start:	After Labor Day		
Compl.:	October 15, 2024		
	<u>Subcontractors</u>		
	Flagger	Project Flagging	
	Seeding	Lyford	
	Pavement Markings	Zebra	
	Paving	Shaw Brothers	
	<u>Suppliers</u>		
	Gravel	Shaw Brothers	

CONTRACTOR PREQUALIFICATION STATUS

		NOTE: "Specialty" contractors are not included in this list.									
		ADDRESS									
		<u>STREET</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>CATEGORY</u>	<u>YRS</u>	<u>EXPIRATION</u>			
<u>VENDOR NAME</u>	<u>STREET</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>CATEGORY</u>	<u>YRS</u>	<u>EXPIRATION</u>				
H = HIGHWAY	M = MARINE										
B = BRIDGE	P = PAVING										
Bldg = BUILDING	T/L = TRAFFIC SIGNALS/LIGHTING										
A H GROVER, INC.	P.O. BOX 307	CUMBERLAND CENTER	ME	04021-0307	H	3	3/1/2025				
ALL STATES CONSTRUCTION, INC	PO BOX 91, 325 AMHERST ROAD	SUNDERLAND	MA	01375	P	3	3/1/2027				
BENCHMARK CONSTRUCTION	34 THOMAS DRIVE	WESTBROOK	ME	04092	Bldg	3	3/1/2027				
BOWMAN CONSTRUCTORS	552 MOOSEHEAD TRAIL / PO BOX 156	NEWPORT	ME	04953	Bldg	3	3/1/2027				
CHESTERFIELD ASSOCIATES INC	PO Box 1229	WESTHAMPTON BEACH	NY	11978	H, B, M	1	3/1/2025				
CIAMBRO CORPORATION	PO BOX 1000 101 CIAMBRO SQUARE	PITTSFIELD	ME	04967	B, M, Bldg, T/L	3	3/1/2025				
COASTAL ROAD REPAIR	590 BRIDGTON ROAD	WESTBROOK	ME	04092	P	1	3/1/2025				
CONSIGLI CONSTRUCTION CO, INC	15 FRANKLIN STREET	PORTLAND	ME	04101	BLDG	3	3/1/2025				
C P M CONSTRUCTORS	PO BOX B / 30 BONNEY STREET	FREEPORT	ME	04032	H, B, M	3	3/1/2027				
CROOKER CONSTRUCTION LLC	P.O. BOX 5001	TOPSHAM	ME	04086-5001	H, P	3	3/1/2027				
DAGLE ELECTRICAL CONSTRUCTION CORP	68 IINDUSTRIAL WAY	WILMINGTON	MA	01887	H, T/L	1	3/1/2025				
DAYTON SAND & GRAVEL	928 GOODWIN MILLS ROAD	DAYTON	ME	04005	P	1	3/1/2025				
DEARBORN BROTHERS CONSTRUCTION, INC.	999 NARRAGANSETT TRAIL	BUXTON	ME	04093	H	3	3/1/2027				
DOTEN'S CONSTRUCTION INC	396 US ROUTE 1, SUITE 1	FREEPORT	ME	04032	BLDG	3	3/1/2027				
D P PORTER CONTRACTORS INC	144 POND HILL ROAD	BROOKS	ME	04921	BLDG	3	3/1/2027				

VENDOR NAME	ADDRESS						EXPIRATION DATE
	STREET	CITY	STATE	ZIP	CATEGORY	YRS	
PROCK MARINE CO.	67 FRONT STREET	ROCKLAND	ME	04841	B, M	3	3/1/2027
R F JORDAN AND SONS	85 WATER STREET	ELLSWORTH	ME	04605	H, M	3	3/1/2026
R J GRONDIN & SONS, INC.	11 BARTLETT ROAD	GORHAM	ME	04038	H	3	3/1/2027
R S AUDLEY, INC.	1113 ROUTE 3A	BOW	NH	03304	H, B	3	3/1/2025
RALPH MCNAUGHTON CONSTRUCTION	88 EXETER ROAD	CORINNA	ME	04928	Bldg	3	3/1/2027
REED & REED, INC.	PO BOX 370	WOOLWICH	ME	04579-0370	B, M, Bldg	3	3/1/2025
ROADSAFE TRAFFIC SYSTEMS, INC.	55 BODWELL STREET	AVON	MA	02322	T/L	1	3/1/2025
S & R CORPORATION	706 BROADWAY ST	LOWELL	MA	01854	B, H, M	1	3/1/2025
S.U.R. CONSTRUCTION INC	PO BOX 720	ROCHESTER	NH	03866	H	3	3/1/2027
SARGENT CORPORATION	PO BOX 435	STILLWATER	ME	04489	H, B, Bldg	3	3/1/2025
SCOTT CONSTRUCTION	95 McALISTER FARM ROAD	PORTLAND	ME	04103	B	3	3/1/2025
SHAW BROTHERS CONSTRUCTION, INC.	PO BOX 69 (511 MAIN STREET)	GORHAM	ME	04038-0069	H, P	3	3/1/2027
SHERIDAN CORPORATION	PO BOX 359	FAIRFIELD	ME	04937	Bldg	3	3/1/2027
SODERBERG COMPANY, INC.	460 YORK STREET	CARIBOU	ME	04736	H	3	3/1/2025
SODERBERG COMPANY, INC.	460 YORK STREET	CARIBOU	ME	04736	P	1	3/1/2025
SOUTHERN ROAD & BRIDGE LLC	715 WESLEY AVENUE	TARPON SPRINGS	FL	34689	B, H, M	1	3/1/2025
SPS NEW ENGLAND, INC.	98 ELM STREET	SALISBURY	MA	01952	B, H, M	1	3/1/2025
STEELSTONE INDUSTRIES	P O BOX 746	HOULTON	ME	04730	P	3	3/1/2027
ST LAURENT AND SON INC	20 HIGHLAND SPRING RD	LEWISTON	ME	04240	H	3	3/1/2027

AGENDA ITEM #8178

Discussion with Action: Authorize the Town Manager to enter into a contract with the Greater Portland Council of Governments (GPCOG) for Cloud Software and Professional Services provided by STR Enforcement LLC for short term rental property monitoring for a fee of \$20,000 annually, effective July 1, 2024 through June 30, 2025, funded through the FY 25 proposed Municipal Operating Budget, account number 20102-50310 Town Manager Service Contracts, with a proposed balance of \$33,275.

Chair: Shawn O'Neill

Customer Agreement

This Customer Agreement (“**Agreement**”), effective on the last date executed below (“**Effective Date**”), is made and entered into by and between the Customer identified below (“**Customer**”) and **Greater Portland Council of Governments**, a Maine nonprofit corporation organized under Title 13-B of the Maine Revised Statutes (“**GPCOG**,” and together with Customer, the “**Parties**”). All capitalized terms used in this Agreement have the meanings provided in Section 14 of this Agreement or elsewhere within it.

Greater Portland Council of Governments	Customer:
	Town of Old Orchard Beach
Address: 970 Baxter Blvd, Portland, Maine 04103	Address: 1 Portland Ave, Old Orchard Beach ME 04064
Attention: Paul Johnson	Attention: Diana Asanza
Phone Number: 207-749-4888	Phone number: 207-937-5728
	Annual Fee: \$20,000

Agreed and accepted:

Greater Portland Council of Governments	Customer
Signature:	Signature:
Name: Kristina Egan	Name: Diana Asanza
Title: Executive Director	Title: Town Manager
Date: 6/30/2024	Date: 6/30/2024

1. OVERVIEW

This Agreement, including the Order Form attached as Exhibit 1 (the “**Order Form**”), governs Customer’s usage of the Cloud Software and the Professional Services (together, the “**Services**”). The Cloud Software is owned by STR Enforcement LLC, a non-party to this Agreement, and made available to Customer pursuant to GPCOG’s authorization and license from STR Enforcement LLC and subject to this Agreement. The Professional Services are provided by GPCOG and/or by STR Enforcement LLC.

2. THE SERVICES

2.1. Use. Subject to this Agreement, GPCOG hereby grants Customer a limited, non-exclusive, worldwide, royalty-free right and license, irrevocable during the Subscription Term, to use the Services in accordance with this Agreement and the Documentation and to make copies of the Documentation. Customer will comply with the Documentation and this Agreement in using the Services.

2.2. Users. Customer may permit Users to use the Services on Customer's behalf. Customer is responsible for provisioning and managing its User accounts, for its Users' actions through the Cloud Software and for their compliance with this Agreement. Customer will ensure that Users keep their login credentials confidential and will promptly notify GPCOG upon learning of any compromise of User accounts or credentials. Customer acknowledges that Users may be required, in order to use the Services, to agree to End User License Agreements or acknowledge privacy notices or policies separate from this Agreement.

2.3. Service Level Agreement. GPCOG will use or will ensure that STR Enforcement LLC uses commercially reasonable efforts to make the Cloud Software available for Customer's use at least 99.9% of the time in each month.

2.4. Open-Source Software. The Cloud Software may include third-party open source software ("**Open-Source Software**") as listed in the Documentation, and that Open-Source Software may change from time to time during the Subscription Term as GPCOG and STR Enforcement LLC deem appropriate.

2.5. Trials and Betas. GPCOG may offer Customer optional Trials and/or Betas. Use of Trials and/or Betas is permitted only for Customer's internal evaluation during the period designated by GPCOG on the Order Form (or if not designated, 30 days). Either party may terminate Customer's use of Trials and/or Betas at any time for any reason. Trials and/or Betas may be inoperable, incomplete or include features never released. **Notwithstanding anything else in this Agreement, GPCOG offers no warranty or indemnity for Trials or for Betas and its liability for Trials and/or Betas will not exceed US \$500.** In this Agreement, "**Trials**" and "**Betas**" both mean access to the Cloud Software (or to any Cloud Software features) on a free, trial, beta or early access basis.

2.6. Professional Services. GPCOG will perform or ensure that STR Enforcement LLC performs the Professional Services in accordance with the Order Form and this Agreement. Subject to any express limits in the Order Form, Customer will reimburse GPCOG for reasonable expenses incurred by GPCOG or by STR Enforcement LLC in providing Professional Services.

3. USAGE RULES

3.1. Compliance. Customer represents and warrants that it has all rights necessary to use Customer Data with the Services and grant GPCOG the rights to Customer Data specified in this Agreement, without violating third-party intellectual property, privacy or other rights. Between the parties, Customer is responsible for the content and accuracy of Customer Data.

3.2. Restrictions. Customer will not and will not permit anyone else to: (a) sell, sublicense, distribute or rent the Cloud Software (in whole or part), grant non-Users access to the Cloud

Software or use the Cloud Software to provide a hosted or managed service to others, (b) reverse engineer, decompile or seek to access the source code of the Cloud Software, (c) copy, modify, create derivative works of or remove proprietary notices from the Cloud Software, or (d) conduct security or vulnerability tests of the Cloud Software, interfere with its operation or circumvent its access restrictions.

3.3. Third-Party Platforms. If Customer chooses to enable integrations or exchange Customer Data with a Third-Party Platform, then Customer's use of that Third-Party Platform is governed by Customer's agreement with the relevant provider, not by this Agreement. GPCOG is not responsible for Third-Party Platforms or how their providers use Customer Data.

4. DATA

4.1. Provision. Customer will give GPCOG timely access to Customer Data requested by GPCOG to perform its obligations under this Agreement.

4.2. Use of Customer Data. Subject to this Agreement, GPCOG will access and use Customer Data solely to provide and maintain the Services under this Agreement ("**Use of Customer Data**"). Use of Customer Data includes sharing Customer Data (a) with STR Enforcement LLC as necessary for STR Enforcement to provide and maintain the Services and (b) in ways that Customer directs through the Cloud Software.

4.3. Usage Data. GPCOG may collect Usage Data and use it to operate, improve and support the Services and for other lawful business purposes, including benchmarking and reports.

4.4. Data Disclosure. Except for GPCOG's disclosure of Customer Data and Usage Data to STR Enforcement LLC as provided in this Agreement, GPCOG will not disclose Customer Data or Usage Data externally unless it is (a) de-identified so that it does not identify Customer, its Users or any other person and (b) aggregated with data across other customers or other third parties.

5. WARRANTIES

5.1. Mutual Warranties. Each party represents and warrants that (a) it has the legal power and authority to enter into this Agreement and (b) it will comply with all Laws that apply to its performance under this Agreement.

5.2. Additional GPCOG Warranty. GPCOG further warrants that the Cloud Software will perform materially as described in the Documentation and GPCOG and STR Enforcement LLC will not materially decrease the overall functionality of the Cloud Software during the Subscription Term (the "**Performance Warranty**").

5.3. Warranty Remedy. GPCOG will use reasonable efforts to correct any verified breaches of the Performance Warranty reported to GPCOG in writing by Customer. If GPCOG fails to do so within 30 days after Customer's warranty report (the "**Fix Period**"), then either Party may terminate this Agreement, in which case GPCOG will refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. To receive these remedies, Customer must report a breach of warranty in reasonable written detail within 30 days after discovering the issue in the Cloud Software (the "**Claim Period**"). These procedures are Customer's exclusive remedies and GPCOG's sole liability for breach of the Performance Warranty.

5.4. **Disclaimers.** Except as expressly set out in this Agreement, each party disclaims all warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title and noninfringement. GPCOG's warranties in this Agreement do not apply to issues arising from Third-Party Platforms or misuse or unauthorized modifications of the Cloud Software. These disclaimers apply to the full extent permitted by Laws.

6. **FEES**

6.1. **Payment.** Customer will pay all fees described in the Order Form. Unless the Order Form states otherwise, all fees are due within 30 days after the applicable invoice date (the "**Payment Period**"). Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. **All fees and expenses are non-refundable except as expressly set out in this Agreement or the Order Form.**

6.2. **Properties and Fee Calculations.** The parties anticipate that the number of Properties will vary from time to time during the Term. The Order Form specifies the total fees for Subscription Year 1 based on the information available to the parties at the time of execution. Fees for Subscription Years 2 and later will be calculated, based on the per-Property fee shown in the Order Form, based on the most recent Property information available to the parties at the time of each annual renewal.

6.3. **Taxes.** Customer is responsible for any sales, use, value-added, withholding or similar taxes or levies that apply to its Order Form, whether domestic or foreign ("**Taxes**"), other than GPCOG's and STR Enforcement LLC's income tax. Fees and expenses are exclusive of Taxes.

7. **SUSPENSION**

GPCOG may suspend Customer's access to the Services due to a Suspension Event, but where practicable GPCOG will give Customer prior notice so that Customer may seek to resolve the issue and avoid suspension. GPCOG is not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Laws. Once the Suspension Event is resolved, GPCOG will ensure the prompt restoration of Customer's access to the Services in accordance with this Agreement. "**Suspension Event**" means (a) Customer is 30 days or more overdue in paying any fee specified in the Order Form, (b) Customer is in breach of the **Usage Rules** section of this Agreement or (c) Customer's use of the Services risks harm to the Cloud Software or to others.

8. **AGREEMENT TERM AND SUBSCRIPTION TERM**

8.1. **Definitions.**

In this Agreement,

"**Agreement Term**" means the Subscription Term together with the period (if any) between the Effective Date of this Agreement and the start of the Subscription Term. For clarity, if the Subscription Term begins on the Effective Date of this Agreement, then the Subscription Term and the Agreement Term are identical.

“**Subscription Term**” has the meaning specified in the Order Form.

8.2. **Termination.**

- (a) **Termination Right – Material Change in Laws.** If a material change in Laws relating to Customer occurs during the Term and that change in Laws makes Customer’s continued compliance with or performance of this Agreement impossible or commercially impractical, then Customer may terminate this Agreement by written notice to GPCOG with immediate or later effect.
- (b) **Termination Rights – STR Enforcement LLC Changes.** If STR Enforcement LLC dissolves, is acquired by another organization, or seeks protection under a bankruptcy, receivership, trust deed, creditors’ arrangement, composition or comparable proceeding, or if such a proceeding is instituted against STR Enforcement LLC and not dismissed within 60 days, then Customer may in its sole discretion and by written notice to GPCOG terminate the Agreement (including all obligations of Customer, of GPCOG and of STR Enforcement LLC) with immediate or later effect. If Customer terminates pursuant to this provision, GPCOG will refund to Customer on a pro rata basis any fees previously paid to GPCOG and applicable to the post-termination period of the original Agreement Term.
- (c) **Additional Termination Rights.** Either party may terminate this Agreement (including all obligations of Customer, of GPCOG and of STR Enforcement LLC) if the other party (a) fails to cure a material breach of this Agreement within 30 days after notice of same, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors’ arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

8.3. **Effect of Termination.**

- (a) Customer’s right to use the Services will cease upon any termination or expiration of this Agreement, subject to this Section 8.3.
- (b) The following Sections will survive expiration or termination of this Agreement: 3 (Usage Rules), 4.3 (Usage Data), 5.4 (Disclaimers), 6 (Fees), 8.3 (Effect of Termination), 9 (Intellectual Property), 10 (Limitations of Liability), 11 (Indemnification), 12 (Other Covenants), 13 (General Terms) and 14 (Definitions).
- (c) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

9. **INTELLECTUAL PROPERTY**

9.1. Reserved Rights. Except as this Agreement otherwise expressly provides, (a) neither party grants the other any rights or licenses, (b) Customer retains all intellectual property and other rights in Customer Data provided to GPCOG by or on behalf of Customer, and (c) GPCOG and its licensors retain all intellectual property and other rights in the Service and any related deliverables or technology owned by GPCOG or STR Enforcement LLC.

9.2. **Feedback.** If Customer gives GPCOG feedback regarding the Service, GPCOG may use the feedback without restriction or obligation. All feedback is provided “AS IS.”

10. **LIMITATIONS OF LIABILITY**

10.1. **General Cap.** Each party’s entire liability arising out of or related to this Agreement will not exceed the total amounts paid or payable by Customer to GPCOG under this Agreement in the 12 months immediately preceding the first incident giving rise to liability (such total amounts, the “General Cap”).

10.2. **Consequential Damages Waiver.** Neither party will have any liability to the other party arising out of or related to this Agreement for indirect, special, incidental, reliance or consequential damages or damages for loss of use, lost profits or interruption of business, even if informed of their possibility in advance.

10.3. **Exceptions.** Sections 10.1 (**General Cap**) and 10.2 (**Consequential Damages Waiver**) will not apply to:

- (a) an indemnifying party’s indemnification obligations under this Agreement;
- (b) either party’s infringement or misappropriation of the other party’s intellectual property rights;
- (c) any breach of a party’s confidentiality obligations hereunder; or
- (d) liabilities that cannot be limited by Laws.

10.4. **Nature of Claims.** The waivers and limitations in this **Limitations of Liability** section apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

11. **INDEMNIFICATION**

11.1. **Indemnification by GPCOG.** GPCOG, at its own cost, will defend Customer from and against any GPCOG-Covered Claims and will indemnify and hold harmless Customer from and against any damages or costs awarded against Customer (including reasonable attorneys’ fees) or agreed in settlement by GPCOG resulting from the GPCOG-Covered Claims.

11.2. **Indemnification by Customer.** Customer, at its own cost, will defend GPGOC and STR Enforcement LLC from and against any Customer-Covered Claims and will indemnify and hold harmless GPGOC and STR Enforcement LLC from and against any damages or costs awarded against GPGOC or STR Enforcement LLC (including reasonable attorneys’ fees) or agreed in settlement by Customer resulting from the Customer-Covered Claims.

11.3. **Indemnification Definitions.** In this Agreement:

“**Customer-Covered Claim**” means a third-party claim arising from (a) any breach or alleged breach, by Customer or by any User, of Section 3.1 (Compliance) or (b) any use or alleged use, by Customer or by any User, of the Services in a way not authorized by this Agreement.

“**GPCOG-Covered Claim**” means a third-party claim that the Services, when used by Customer as authorized in this Agreement, infringe or misappropriate a third party’s intellectual property rights.

11.4. Procedures. The indemnifying party’s obligations in this Indemnification section are subject to receiving from the indemnified party: (a) prompt notice of the claim (but delayed notice will only reduce the indemnifying party’s obligations to the extent it is prejudiced by the delay), (b) the exclusive right to control the claim’s investigation, defense and settlement and (c) reasonable cooperation at the indemnifying party’s expense. The indemnifying party may not settle a claim without the indemnified party’s prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of the Services when GPCOG is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

11.5. Mitigation. In response to an infringement or misappropriation claim, if required by settlement or injunction or as GPCOG determines necessary to avoid material liability, GPCOG may: (a) procure rights for Customer’s continued use of the Services, (b) replace or modify the allegedly infringing portion of the Services to avoid infringement, without reducing the Services’ overall functionality or (c) terminate the affected Order Form and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term.

11.6. Exceptions. GPCOG’s obligations in this **Indemnification** section do not apply to claims resulting from (a) modification or unauthorized use of the Services or (b) use of the Services in combination with items not provided by GPCOG, including Third-Party Platforms.

11.7. Exclusive Remedy. This “**Indemnification**” section sets out the indemnified party’s exclusive remedy and the indemnifying party’s sole liability regarding third-party claims of intellectual property infringement or misappropriation covered by this Indemnification section.

12. OTHER COVENANTS

12.1. Publicity. Neither party may publicly announce this Agreement without the other party’s prior approval or except as required by Laws.

12.2. Confidentiality

- (a) **Confidential Information.** “**Confidential Information**” in this Agreement means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which (a) the discloser identifies to recipient in writing as “confidential” or “proprietary,” (b) consists of source code, operating programs, computer programs, product information, or financial data, (c) includes Personal Data, or (d) consists of information in this Agreement. In addition, GPCOG’s Confidential Information includes technical and performance information

about the Cloud Service and Customer's Confidential Information includes Customer Data.

- (b) **Use and Protection.** As recipient, except as this Agreement otherwise provides, each party will use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement and will not disclose Confidential Information to third parties without the discloser's prior approval.
- (c) **Permitted Disclosures.** A recipient may disclose Confidential Information (1) as Laws require and (2) to its employees, agents, contractors and other representatives having a legitimate need to know, provided that recipient ensures their compliance with this Section 12.2 and they are bound to confidentiality obligations no less protective than this Section 12.2. GPCOG also may disclose Confidential Information that constitutes Customer Data to STR Enforcement LLC as this Agreement provides.
- (d) **Exclusions.** These confidentiality obligations do not apply to information that is or becomes public knowledge through no fault of the recipient or the recipient (a) rightfully knew or possessed prior to receipt from the discloser, (b) rightfully received from a third party without confidentiality restrictions or (c) independently developed without using or referencing Confidential Information.
- (e) **Required Disclosures.** The recipient may disclose Confidential Information (including Customer Data) to the extent required by Laws. If permitted by Laws, the recipient will give the discloser reasonable advance notice of the required disclosure and reasonably cooperate, at the discloser's expense, to obtain confidential treatment for the Confidential Information.
- (f) **Remedies.** Breach of this **Confidentiality** section may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this **Confidentiality** section, the discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.
- (g) **Post-Termination.** After termination of the Agreement, if requested by Customer in writing, GPCOG will promptly deliver to Customer all deliverables (in whatever state of completion) and return or destroy all Customer Materials or other Confidential Information. If Customer makes no such written requests within 30 days after termination, GPCOG may in its discretion and without penalty delete and destroy any deliverables and any Customer Materials in GPCOG's discretion.

12.3. Data Backup and Retention. Notwithstanding anything contrary in this Agreement, a recipient of Confidential Information may retain Confidential Information (and GPCOG and STR Enforcement LLC may retain Customer Data) in accordance with that retaining organization's standard backup or record retention policies or as required by Laws.

13. GENERAL TERMS

13.1. Entire Agreement. This Agreement, including the Order Form, is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements

about its subject matter. In this Agreement, headings are for convenience only and “including” and similar terms are to be construed without limitation.

13.2. Amendments. Any amendments to this Agreement must be in writing and signed by each party’s authorized representatives.

13.3. Order of Precedence. This Agreement shall prevail in the case of any irreconcilable conflict between this Agreement and the Order Form, except to the extent that Order Form expressly provides that it waives or modifies any portion of this Agreement.

13.4. Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement, with notice to the other party, in connection with the assigning party’s merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party’s permitted successors and assigns.

13.5. Governing Law and Courts. The federal law of the United States and the state law of Maine govern this Agreement and any claim or other action (“**Action**”) arising out of or relating to this Agreement, without reference to conflict of law rules. The parties will adjudicate any such Action in a state or federal courts in or nearest to Customer and each party consents to the exclusive jurisdiction and venue of those courts for these purposes. In any Action to enforce this Agreement, the prevailing party will be entitled to recover its reasonable legal fees and expenses from the other party.

13.6. Notices. Except as set out in this Agreement, notices, requests and approvals under this Agreement must be in writing to the Notice Address(es) on the first page of this Agreement and will be deemed given: (1) upon receipt if by personal delivery, (2) upon receipt if by certified or registered U.S. mail (return receipt requested), (3) one day after dispatch if by a commercial overnight delivery or (4) upon delivery if by email. Either party may update its address with notice to the other.

13.7. Waivers and Severability. Waivers must be signed by the waiving party’s authorized representative and cannot be implied from conduct. If any provision of this Agreement is held unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

13.8. Force Majeure. In this Agreement, “**Force Majeure**” means an unforeseen event beyond a party’s reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, third-party Internet or utility failure, refusal of government license or natural disaster, where the affected party takes reasonable and customary measures to avoid or mitigate such event’s effects. Neither party is liable for a delay or failure to perform this Agreement due to a Force Majeure.

13.9. Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers, and this Agreement does not make either party, or any of its employees, an employee of the other party.

13.10. Third-Party Beneficiaries. Excepting STR Enforcement LLC, there are no third-party beneficiaries to this Agreement.

13.11. Counterparts. This Agreement may be executed in counterparts (including electronic copies), each of which is deemed an original and which together form one and the same agreement.

13.12. No Exclusivity. Nothing in this Agreement precludes Customer from purchasing services, or licenses to services or software, similar to the Services from any provider other than GPCOG.

14. DEFINITIONS

“**Cloud Software**” means the cloud Software-as-a-Service application made available by STR Enforcement LLC. The Cloud Software includes the Documentation but not any Third-Party Platforms.

“**Customer Data**” means any data, content or materials that Customer (including its Users) (a) submits to Customer’s Service accounts, including from Third-Party Platforms, and/or (b) provides to GPCOG or to STR Enforcement LLC in connection with the Service.

“**Documentation**” means GPCOG’s or STR Enforcement LLC’s standard usage documentation for the Service.

“**Laws**” means all laws, regulations, rules, court orders or other binding requirements of a government authority that apply to a party.

“**Personal Data**” means Customer Data relating to an identified or identifiable natural person.

“**Professional Services**” means any implementation, setup, administration, or termination services set forth in the Order Form.

“**Property**” means a property appearing in Customer’s account in the Cloud Software.

“**STR Enforcement LLC**” means STR Enforcement LLC, a Maine limited liability company.

“**Subscription Start Date**” has the meaning provided in the Order Form.

“**Subscription Year**” means a one-year period beginning on the Subscription Start Date or any anniversary of the Subscription Start Date.

“**Third-Party Platform**” means any product, add-on or platform not provided by GPCOG that Customer uses with the Services.

“**Usage Data**” means GPCOG’s and STR Enforcement LLC’s technical logs, data and learnings about Customer’s use of the Service, but excluding Customer Data.

“**User**” means any Customer employee, advisor or contractor who Customer allows to use its accounts for the Service.

Exhibit 1

Order Form

This Order Form incorporates the attached Customer Agreement (the “**Agreement**”). Capitalized terms not defined in this Order Form have the meanings given in the Agreement.

Order Number:	2024-003
Subscription Term Length:	1 year – renewed annually
Subscription Start Date:	<i>Check one:</i> <input checked="" type="checkbox"/> Effective Date of the Agreement <input type="checkbox"/> Other Date: _____
Fee & Payment Terms:	Subscription Fee: \$20,000.00 Payment Terms: Invoiced in advance, beginning on Subscription Start Date . Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Other: _____
Total Fees:	Subscription Year 1: \$20,000.00 Subscription Years 2 and Later: as calculated at start of each Subscription Year based on Properties in Customer’s Account.

PROFESSIONAL SERVICES	
The box(es) checked below identify the Professional Services that Customer will receive pursuant to the Agreement. If no boxes are checked below, Customer will receive no Professional Services.	
Check all applicable:	Service Name
<input checked="" type="checkbox"/>	<u>Implementation</u> – Complete during trial period
<input checked="" type="checkbox"/>	<u>Setup</u> – Complete during trial period
<input checked="" type="checkbox"/>	<u>Administration</u> – Ongoing at no extra cost
<input checked="" type="checkbox"/>	<u>Termination</u> – No extra cost

INVOICES

<u>Invoice To:</u> Invoice Contact Name: Invoice Address: Invoice Email: <u>Customer Support Contact:</u>	Order Number Required on Invoice: <input type="checkbox"/> Yes or <input type="checkbox"/> No If yes, Order Number #: _____
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AGENDA ITEM #8179

Discussion with Action: Renew the liquor license for Birdies Grill and Tavern, Rebecca Allen, (208-1-6), 168 Saco Ave, m-s-v in a Class A restaurant.

Chair: Shawn O'Neill

AGENDA ITEM #8180

Discussion with Action: Consider the Following:

FY 2025 Municipal Operating Budget Appropriation in the amount of **\$23,779,829**

FY 2025 Capital Improvement Budget Appropriation in the amount of **\$3,215,000**

FY 2025 Non-Property Tax Revenue Appropriation in the amount of **\$6,567,800**

FY 2025 Appropriation of \$500,000 from the Unassigned Fund Balance and \$500,000.00 from the Rescue Fees Billing Fund; for the purpose of reducing the FY2025 Property Tax Commitment.

Authorizing the Finance Director to set the Percentage Rate for the FY 2025 tax bill to be used for operation and maintenance of the Wastewater Treatment Plant and sewer infrastructure, after approval of the FY 2025 Budget.

Authorizing and directing the Assessor to prepare a perfect list of all taxes of the municipality and to commit the same to the Tax Collector.

Authorizing and directing the Tax Collector and Treasurer, pursuant to 36 M.R.S.A., Section 906, to apply any tax payment received from an individual as payment for any property tax against outstanding or delinquent taxes due on said property in chronological order beginning with the oldest unpaid tax bill

-continued on next page-

provided. However, that no such payment may be applied to any tax for which an abatement application or appeal is pending unless approved in writing by the taxpayer.

Setting Property Tax due dates of **September 19th, 2024** and **March 19th, 2025** for the FY 2025 property taxes.

Setting interest rate of **8.5%** for delinquent property taxes.

Authorizing the Tax Collector and Treasurer to accept prepayments of taxes before commitment at an interest rate of 0%, pursuant to 36 M.R.S.A, Section 506.

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill