



Town Council Meeting Commentary

April 4th, 2023 @ 6:30pm
Council Chambers - 1 Portland Avenue

www.oobmaine.com/town-council

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

Police Department Acknowledgment: Internal Promotions, New Patrol Officers, and Social Service Navigator.

GOOD & WELFARE:

ACCEPTANCE OF MINUTES:

Acceptance of minutes from 3/21/2023 meeting.

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #7859

Discussion with Action: Renew the emergency ordinance establishing a moratorium on Hotel/Motel Condominium Conversions pursuant to Charter Section 410.1 due to expire April 5, 2023, to be extended for 60 days.

Chair: Shawn O'Neill

AGENDA ITEM #7860

Discussion with Action: Set the Public Hearing Date for April 18, 2023, for the Town Council to consider amendments to the Ch. 2, Art. IV, Div. 9- Compensation of Planning Board Member, Sections 2-405 – 409. This ordinance proposes to authorize compensation for Planning Board members.

Chair: Shawn O'Neill

AGENDA ITEM #7861

Discussion with Action: Approve the quote from Franklin Miller for a new replacement grinder in the West Grand pump station for \$63,751.00 from account 53002-50846 WWTP Equipment Expense with a balance of \$65,000.

Chair: Shawn O'Neill

Council Information

Department: Wastewater

Meeting date: April 4, 2023

Subject: Replacement grinder for West Grand pump station

Commentary: In the FY23 budget the town council approved the purchase of a replacement grinder for the West Grand pump station. This grinder is replaced every five years and will be put in stock for replacement in the next cycle. The current grinder in use was installed in 2019.

Information included: Quote from Franklin Miller for \$63,751.00.

Recommendation: Approve the quote Franklin Miller.

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent



Franklin Miller Inc.
 60 Okner Parkway
 Livingston, NJ 07039 USA
 Tel 973-535-9200
 Fax 973-535-6269
 info@franklinmiller.com

Quote No: 58982

February 16, 2023

Page 1 of 3
 OLD001

Chris White

Town Of Old Orchard Beach

c/o Waste Water Dept
 1 Portland Avenue
 Old Orchard Beach, ME 04064 USA
 Phone: 207/934-4416
 cwhite@oobmaine.com

Your Local Representative:

F.R. Mahony & Associates, Inc.
 Attn: Daryl Coppola
 Tel: 781-982-9300
 email: darylcoppola@frmahony.com

Salesperson:

Joseph Macula, Regional Sales Manager
 jmacula@franklinmiller.com

Dear Chris ,

We are pleased to quote on the following:

Project: Replacing machine on SN 6701

Quantity	Description	Price	Totals
<i>Ref: Matl: WASTEWATER</i>			
1	TASKMASTER® GRINDER, Model TM14024D as follows: - Nom. 30" x 24" Cutting Chamber - Ductile Iron Housing - Cutter Cartridges: 7Tooth Cam Cutters, 4140 H.T. - TITAN Cutters - 4140 H.T. High Flow - Mech. Seals: TC vs. TC - 2" Hexagonal Shafting, 4140 H.T. - Painted 2 Coats Heavy Epoxy Coating - Osha Blue		
1	EA DRIVE INCLUDING: - Gear Reducer - Cycloidal, Vertical Down - Coupling: High Torque Jaw Style - Reducer and Adapter constructed of Iron and Steel		

Note: Customer to use existing 5 HP TEFC motor and panel.

Total Lump Sum: \$63,751.00

Prices are Valid Until Friday, March 3, 2023
 Terms: Net 30 days from shipment (subject of approval by Franklin Miller, Inc. Accounting Dept.).
 Freight Allowed to Jobsite.

Delivery is 10 to 12 weeks after receipt of approval.

Freight & Sales Tax (CA, NY, NJ) if applicable, will be added to Invoice.

Thank you for this opportunity to be of service.

This quote is subject to Franklin Miller Standard Warranty, Terms and Conditions attached. Prices do not include applicable taxes.

FRANKLIN MILLER INC.

TERMS AND CONDITIONS DATED 5/30/2019

1. ENTIRE AGREEMENT

Any order resulting from a Franklin Miller ("SELLER") proposal shall be bound by the following Terms and Conditions. Any exception to these Terms and Conditions by the BUYER shall not be binding on SELLER unless agreed to in writing upon the parties hereto, their successors and assigns.

2. LIMITED WARRANTY

SELLER warrants the goods sold hereunder to be free from defects in material and workmanship under normal use and service not arising from misuse, negligence or accident, or unauthorized modification of the equipment, in connection with the use, installation, and transportation of the goods by BUYER, its agents, servants, employees or by carriers. SELLER's obligations under this warranty are limited to remedying any deficiencies in the goods at such place or places in the United States of America as may be designated by SELLER. This warranty shall pertain to any part or parts of any goods to which BUYER has, within (12) months after date of shipment given written notice of a claimed defect to the SELLER. The BUYER shall be required to furnish SELLER with details of such defects and this warranty shall be effective as to such goods which upon SELLER's examination shall disclose to its satisfaction to have been defective and which at SELLER's option shall be repaired in place if required for a warranty repair. The BUYER at his expense shall make available in a suitable location for repair by SELLER or promptly thereafter be returned to SELLER, at BUYER's, or its nominee's expense. If upon examination it is determined by the SELLER that the repair or replacement does not fall within the warranty as set forth in this clause, an estimate for cost of repair will be provided to the BUYER. This warranty is expressly in lieu of all other warranties expressed or implied. In no event shall the SELLER be liable to the BUYER or to any other person for any loss or damage, direct or indirect, arising out of or caused by the use or operation of the goods, or for the loss of profits, business, or good will. Under no circumstance will SELLER be liable for any of the following: (1) third party claims against BUYER for losses or damages including liquidated damages; (2) loss of or damage to BUYER's records or data; or (3) economic consequential damages (including loss of profits or savings) or incidental damages even if SELLER is informed of their possibility. Excluded from the warranty herein are (a) defects in parts or components not manufactured directly by SELLER (SELLER will, however, pass on the remaining balance of the purchased equipment manufacturer's warranty) or not part of SELLER's standard design or are supplied pursuant to special BUYER's requirements; (b) certain parts which are subject to wear and tear from abrasive action or use thereof; and (c) any part that has been subjected to misuse. SELLER's liability is limited to furnishing or repairing at SELLER's option parts determined by SELLER to be defective. **NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE) OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD BY US.** In the case of delayed start-up, SELLER shall provide recommended maintenance and long-term storage instructions, including documentation forms which BUYER must complete in order to maintain this warranty. BUYER's failure to adhere to said maintenance instructions for any piece of the equipment shall void this warranty. Further, no waiver, alteration, or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of SELLER. If the BUYER is in default of Clause 6 (Payment of Purchase Price) this warranty is null and void unless reinstated by SELLER.

3. FORCE MAJEURE

The obligation of SELLER hereunder shall be modified or excused for reasons of act of God, war, changes in law or regulations, strikes or lock-outs, fire, breakdown of machinery, or if for any other cause beyond SELLER's control, including supplier delay, the goods cannot be delivered, or their delivery becomes delayed in whole or in part. In the above instances, time for delivery shall be extended for the period of the delay caused, with the proviso, however, that either party may cancel in writing the undelivered portion of the order or contract if the delay exceeds six (6) months from the delivery date originally confirmed by SELLER. In no event shall SELLER become liable in the aforesaid instances to BUYER or any third party for consequential damages, liquidated damages, particularly described in ARTICLE 2 herein.

4. DELIVERY

(a) All quoted delivery dates and/or periods are approximate. Unless otherwise agreed, delivery of the goods is F.O.B. Factory or (EX WORKS - INCOTERMS 2000). Delivery to any common carrier shall constitute delivery to BUYER, and thereafter the risk of loss or damage to the goods shall be upon BUYER. Delays by BUYER, Owner, or the engineer of the BUYER or Owner in furnishing necessary technical information or documents, or delays caused by order modifications requiring additional production time, shall result in a corresponding postponement of the delivery date.

5. SHORTAGE OR DAMAGE OF DESTINATION SHIPMENTS

Any claims of shortage or damage on destination shipments must be made in writing within ten (10) days after delivery of the goods (as to which such claim is made) to SELLER or its nominees, but in no event shall the claim be later than within the time limit provided by the carrier or insurance company, otherwise such claim shall be deemed waived.

6. PAYMENT OF PURCHASE PRICE

(a) Time of payment is of the essence under this contract. Upon default by BUYER in any of the terms of this contract, or failure to comply with any of the conditions hereof, or upon seizure of the property under execution or other legal process, or if BUYER becomes bankrupt or insolvent, or any petition for reorganization or for a state court receivership is filed against BUYER, or if the BUYER makes any assignment for the benefit of his creditors or otherwise sells, encumbers or disposes of the merchandise, or if for any other reason the SELLER should deem itself insecure, the full amount of the purchase price then remaining unpaid shall at once become due and payable at the option of the SELLER. Then, at its option, SELLER may take possession of any goods theretofore sold to BUYER, in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth herein.

(b) TERMS OF PAYMENT - All orders are subject to credit approval by the SELLER. Payment terms are as stated in SELLER's quotation. Retainage if required by OWNER shall be no more than 5% of the purchase price. Retainage shall be released and paid in full no later than 120 days after satisfactory start up of the SELLER's equipment. All shipments, including partial shipments, will be billed a pro rata amount as of date shipped. If the account remains unpaid after sixty (60) days, interest at the rate of 1-1/2% per month (18% per annum) will be added to the outstanding balance computed from date of shipment. All costs of collection will be added to the outstanding balance including legal fees and court costs. Acceptance of partial payments on account does not constitute any change in the payment terms and conditions herein and is not to be considered to extend the due date for payment.

7. SECURITY INTEREST AND TITLE

In states and localities which are governed by the Uniform Commercial Code, this contract shall serve as the security agreement, reserving in SELLER a security interest until full payment of purchase price. The provisions of the Uniform Commercial Code regarding security interest shall have preference and apply if inconsistent with other terms of the conditions of sale herein. In states and localities where the Uniform Commercial Code does not apply, title to the merchandise shall remain in the SELLER or its assigns until full payment of the purchase price. BUYER agrees to execute forthwith any and all documents in such form as SELLER may require for filing or recording the security interest under the Uniform Commercial Code with the proper registers or offices, or for filing or recording the conditional sales contract.

8. VARIATIONS IN DUTIES AND TAXES & RATE OF EXCHANGE

The prices on the products specified are exclusive of all city, state or federal taxes. BUYER shall bear any increases, after the date of this contract, in or any new imposition of duties, levies or taxes relating to the product sold hereunder. Unless a Sales Tax Exemption Certificate is provided, SELLER will invoice for the New Jersey Sales Tax on all items sold in New Jersey. SELLER is not authorized to collect sales tax for any other jurisdiction.

9. MODIFICATIONS AND CANCELLATION

The parties may agree to modify project plans or specifications provided BUYER pays SELLER for engineering time, materials costs, and other expenses relating to the requested modification. An order, once placed with and accepted by SELLER can be canceled only with SELLER's consent and upon terms that will indemnify SELLER against loss.

FRANKLIN MILLER INC.

TERMS AND CONDITIONS
DATED 5/30/2019

10. STOP WORK ORDER OR DELAY:

If an engineering approval, release to manufacturer, shipment or work on any part of this contract is held or delayed by BUYER for greater than 120 days from the date of contract, SELLER is entitled to an increase in contract price to cover cost escalations caused by such delay.

11. MISCELLANEOUS PROVISIONS

(a) If for any reason a provision of the contract is legally invalid, then in such event the rest of the contract shall remain in full force and effect; (b) Any amendment to any contract or contracts shall require the consent in writing of both parties; and (c) The within terms shall govern in any instance where they conflict with the provisions of any forms used by BUYER.

12. BUYER'S RESPONSIBILITY AS TO MAINTENANCE

BUYER shall use and shall require its employees and agents to use all safety devices and guard safe operating procedures and shall maintain the same in proper working order. Further, BUYER shall obey and have its employees, subcontractors and agents obey safety instructions given by SELLER. BUYER agrees to indemnify and save SELLER harmless from any liability or obligation with respect to any personal injuries or property damage directly or indirectly connected with the operation of the equipment. BUYER agrees to notify SELLER promptly and in any event not less than ten (10) days after notice or knowledge of any accident or malfunction involving SELLER's equipment which has caused personal injury or property damages and to cooperate fully with SELLER in investigating and determining the causes of such accident.

13. REPAIR OBLIGATION FOR CONTAMINATED EQUIPMENT

Nothing herein shall be deemed to require SELLER to accept equipment for repair, modification or alteration unless the units have first been cleaned and decontaminated.

14. NOISE LEVEL REQUIREMENTS

Although SELLER's machines have been designed to satisfy the general requirements of BUYER's specifications, SELLER cannot represent or certify that they satisfy the noise level requirements for a specific application, location or operation since these circumstances are unknown to SELLER and are beyond SELLER's control and because of the general nature of size reduction equipment. If required to test for this noise level requirement, testing will be with no product fed to the machine and FMI will provide a quotation for each test to be performed. If corrections are required after completion of the tests, the costs for these modifications will be negotiated.

15. OSHA CONDITIONS

Although SELLER's machines and guards have been designed to satisfy the general intentions of OSHA requirements, SELLER cannot present or certify that they satisfy the requirements of OSHA for a specific application, location, or operation since these circumstances are unknown to SELLER and are beyond SELLER's control. The SELLER shall not be liable for any costs of compliance or other costs or fines resulting from non-compliance with any OSHA requirement.

16. DOCUMENTS REQUIRED

Prices quoted include the required number of manuals set forth in the specifications. If not stated, SELLER shall provide its standard Operations and Maintenance Manuals. Any additional manuals are not included in the quoted price and shall be charged to BUYER.

17. PATENT AND LICENSE & LIABILITY INDEMNIFICATION

BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or alleged infringement on any patent, copyright or trademark arising out of the use or sale by BUYER, its agents, servants, employees or customers of the product provided by SELLER, as used by BUYER, in conjunction with any other equipment, product or system. BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or "Bodily injury" or "property damage" arising from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants from any source whatsoever. "Pollutants" means any solid, liquid, gaseous or thermal irritant or

contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. TRADEMARKS AND COPYRIGHTS

BUYER acknowledges that it has no right, title or interest in the trademarks or copyrights in the products, and BUYER covenants that it will take no action to register or otherwise interfere with such rights.

19. INDEPENDENT CONTRACTORS

SELLER and BUYER are independent contractors. BUYER is not authorized to and shall not make any representations on behalf of which are binding upon SELLER.

20. NON-ASSIGNMENT BY BUYER

Contract or contracts may not be assigned by the BUYER without prior written consent of the SELLER.

21. APPLICABLE LAW

Any contracts herein are governed by the applicable laws of the State of New Jersey.

22. BUYER APPROVALS

If BUYER approval is required of the SELLER's submittals, specifications and/or operating instructions submissions, upon receipt of such approval, the approved documents shall supersede the BUYER's description of requirements on this purchase order and the description on the SELLER's original proposal. SELLER will provide equipment, spares and data in accordance with the approved submittals.

23. STANDARD PRODUCTS

All of SELLER's machines are built to best commercial practices and as part of its standard product line, which may be modified to meet BUYER's specifications. However, no manufacturing drawings or procedures, formal inspection plans, schedules, progress reports, welding procedures, quality control plans, or sub-supplier information, will be supplied. Erection, safety, operation and maintenance instructions are contained in SELLER's manual to be supplied with the machines.

24. SIZES AND DIMENSIONS

The samples, measurements, dimensions and weights contained in the SELLER's catalogs, sales manuals, photographs and drawings constitute only an approximate guide. The SELLER reserves the right to make any changes which the SELLER, in its absolute discretion, considers necessary.

25. ARBITRATION

Actions by the SELLER for nonpayment by the BUYER of the undisputed purchase price of goods sold by the SELLER, or for redress for other undisputed breaches by the purchaser of the contract of sale, may be brought by the SELLER before any judicial court of competent jurisdiction without need for prior arbitration. All other disputes, controversies, or claims arising out of or relating to this agreement or the performance or breach thereof shall be settled by arbitration by an arbitrator mutually agreeable to be held in the County of Essex, State of New Jersey in accordance with the rules and procedure then obtaining of the American Arbitration Association.

26. FORUM.

ALL JUDICIAL PROCEEDING AND/OR ARBITRATION BROUGHT AGAINST BORROWER ARISING OUT OF OR RELATING TO THIS NOTE MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW JERSEY, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT BUYER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND FORUM FOR ARBITRATION AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. BUYER hereby agrees that service of process sufficient for personal jurisdiction in any action against BUYER in the State of New Jersey may be made by registered or certified mail, return receipt requested, to BUYER at its address as provided by BUYER. BUYER hereby acknowledges that such service shall be effective and binding in every respect.

AGENDA ITEM #7862

Discussion with Action: Approve the quote from Action Industries to build a mezzanine for the Wastewater Department for \$38,022.45 from account 53002-50920 WWTF Mezzanine with a balance of \$40,000.

Chair: Shawn O'Neill

Council Information

Department: Wastewater

Meeting date: April 4, 2023

Subject: Purchase mezzanine for wastewater equipment storage building

Commentary: In the FY22 budget the town council approved the purchase of a mezzanine for the wastewater department. This will give staff greater storage capacity at the facility.

Information included: Quote from Action Industries for \$38,022.45, quote from Grainger for \$44,183.45, quote from FSI Industries for \$56,084.75.

Recommendation: Approve the quote Action Industries.

Account #53002-50920

Balance of \$40,000

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent

ACTION INDUSTRIES
 22 CONCORD ST
 NASHUA, NH 03064-2360 US
 1-888-644-3020
 george@actionindustriesne.com
 www.actionindustriesne.com

Estimate

ADDRESS
CHRISTOPHER WHITE OLD ORCHARD BEACH WASTEWATER 1 PORTLAND AVE OLD ORCHARD BEACH, ME 04064

SHIP TO
CHRISTOPHER WHITE OLD ORCHARD BEACH WASTEWATER 1 PORTLAND AVE OLD ORCHARD BEACH, ME 04064

ESTIMATE #	DATE
1907	03/27/2023

SHIP VIA
 TRUCK

SALES REP
 GWH

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
PRODUCT	COGAN MEZZANINE AS FOLLOWS WIDTH: 24FT LENGTH: 20FT CLEAR HEIGHT: 10FT DECK HEIGHT: 11FT 6IN CAPACITY: 150LBS PSF DECK TYPE: 4/4IN GRAY DIAMOND SEAL 3/4INLD50 RESING DECK OVER 22GA CORRUGATED STEEL PAINTED WHITE ON 1 SIDE 88LF-HAND RAIL AND KICK PLATE 1-5FT LIFT OUT GATE 1-MODEL3 STAIRCASE AND LANDING	1	35,647.45	35,647.45
S&H	Shipping & Handling PLEASE ALLOW 4 TO 6 WEEKS TO START PRODUCTION AFTER DATE OF SIGNED APPROVAL DRAWINGS, ALLOW 3 TO 4 WEEKS IN PRODUCTION	1	2,375.00	2,375.00

THANK YOU, GEORGE HICKEY

TOTAL

\$38,022.45

Accepted By

Accepted Date



Quotation

100 Grainger Pkwy
 Lake Forest IL 60045-5201
 www.grainger.com
 (800)472-4643

Customer Information

OLD ORCHARD TREATMENT PLANT
 24 MANOR AVE
 OCEAN PARK ME 04063-3000

Billing Information

OLD ORCHARD TREATMENT PLANT
 1 PORTLAND AVE
 OLD ORCHARD BEACH ME 04064-2245

Shipping Information

OLD ORCHARD TREATMENT PLANT
 24 MANOR AVE
 OCEAN PARK ME 04063-3000

Information

Grainger Quote Number	2053492057
Quote Start Date	02/16/2023
Quote Expiration Date	03/16/2023
Creation Date	02/16/2023
Grainger EIN Number	36-1150280
PO #	
PO Create Date	
PO Release #	
Customer Number	827659632
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	CHRIS WHITE
Telephone Number	2079344416
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Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020:	FOB ORIGIN
Freight Terms:	Prepaid + Fee
Carrier:	* See line item detail
Payment Terms:	Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	3NYH9	Guard Rail,48 in,Polyurne Acrylic Enamel Manufacturer: PORTA-KING Part Number: PK-GR-RAIL-4 Carrier: Origin: US		16.00	EA	363.15	5,810.40
20	10F356	Hgh den Brd Mzznn,9 ftx24 ftx20 ft Manufacturer: PORTA-KING Part Number: PK-2024HD Carrier:		1.00	EA	21,335.03	21,335.03



Quotation

100 Grainger Pkwy
 Lake Forest IL 60045-5201
 www.grainger.com
 (800)472-4643

Information	
Grainger Quote Number	2053492057
Creation Date	02/16/2023
Customer Number	827659632
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Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
		Origin: US					
30	3NYH5	Corner Guard Rail,24 in,Poly Acrylic Enml Manufacturer: PORTA-KING Part Number: PK-GR-COR Carrier: Origin: US		3.00	EA	577.18	1,731.54
40	3NYH4	Landing,152 inx 48 inx48 in Manufacturer: PORTA-KING Part Number: PK-LND44 Carrier: Origin: US		1.00	EA	3,597.21	3,597.21
50	3NYH6	Swing Gate,42 inx76 in,Gray Manufacturer: PORTA-KING Part Number: PK-SWGATE-6 Carrier: Origin: US		1.00	EA	1,706.66	1,706.66
60	3NYH8	Mezz Stair Unit,144 x 117 11/16 x45 in Manufacturer: PORTA-KING Part Number: PK-STR-9 Carrier: Origin: US		1.00	EA	6,968.61	6,968.61
70	35W467	Wire Security Cage,2x2 in,#sds 4 Manufacturer: WIRECRAFTERS Part Number: 10104RW Carrier: Origin: US		1.00	EA	2,895.00	2,895.00
Sub Total							44,044.45
Estimated Shipping							0.00
Estimated Other Shipping							139.00
Total USD							\$ 44,183.45



Quotation

100 Grainger Pkwy
Lake Forest IL 60045-5201
www.grainger.com
(800)472-4643

Information

Grainger Quote Number	2053492057
Creation Date	02/16/2023
Customer Number	827659632
Page	3 / 3

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
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Thank you for the opportunity to provide this quotation.

Please reference our Grainger quote number when you are ready to place your order.

Any changes to the products and/or quantities identified in the quotation may result in different pricing.

Quoted shipping charges and delivery date are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable.

This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.



**** STOR-DECK MEZZANINES ****

**20 Technology Way
West Greenwich, RI 02817**

PHONE: (800)421-0314 FAX: (401)421-5679

www.FSIndustries.com

CUSTOMER: Old Orchard Beach

PROJECT:

Maine
ATTN: Chris White

SPECIFIED USE OF MEZZANINE: Storage
SPECIFIED METHOD OF MATERIAL HANDLING: Hand Carry
SPECIFIED WHEEL LOAD: 0

*****SEISMIC DESIGN*****

STOR-DECK MEZZANINE PHYSICAL DESCRIPTION:

DECK SURFACE: 20 GA.- CORRUGATED B DECK PAINTED WITH WHITE UNDERSIDE
3/4 IN RESINDEK LT DUTY UNFIN FOR LIVE/DEAD PALLET JACK 2000 LB LOAD

SECTION I

SIZE IN ft: 24.00 X 20.00

COL CTR ft: 23.00 X 9.50

DECK HT in: 144.00

CLR HT in: 121.75

LEVELS : 1

LOAD CAP : 125 PSF

MAXCOLLOAD: 121 PSI

COL SIZE : 5 in sq X 0.25

BASEPLATES: 12 in sq X 0.75

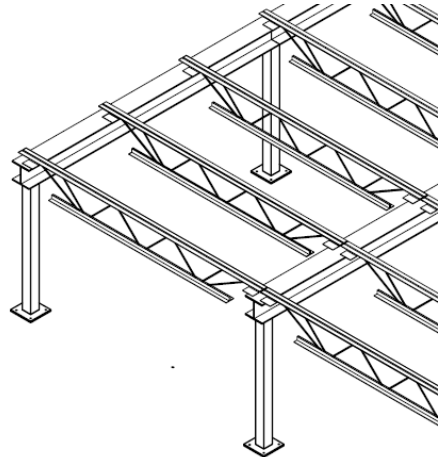
DK SUP CTR: 38.0 in

DECK BEAMS: 20K4 - 24.00'D

MAIN BEAMS: W10X22 - 20.00'D

FRAME COLOR: Powder Coat Gray

JOIST COLOR: Gray



****DISCLAIMER****

THE MEZZANINE LISTED ABOVE IS QUOTED AS A CAPITAL EQUIPMENT COMPONENT. FS INDUSTRIES ASSUMES NO RESPONSIBILITY OR LIABILITY FOR COMPLYING WITH ANY FEDERAL, STATE, OR LOCAL BUILDING CODE REQUIREMENTS. FS INDUSTRIES DOES NOT IMPLY OR ACCEPT RESPONSIBILITY FOR CONFORMANCE TO ANY CONSTRUCTION SPECIFICATIONS OR REQUIREMENTS OTHER THAN THOSE SPECIFICALLY STATED ABOVE. FS INDUSTRIES DOES NOT IMPLY OR ACCEPT RESPONSIBILITY FOR THE DESIGN OR CONSTRUCTION ADEQUACY OF THE USERS BUILDING, FOOTINGS, FOUNDATIONS, SLABS, OR FLOORS TO DISTRIBUTE AND SUPPORT COLUMN LOADS SPECIFIED ON FSI DRAWINGS OR THOSE LOADS ACTUALLY CREATED BY USER LOADING.



**** STOR-DECK MEZZANINES ****

**20 Technology Way
West Greenwich, RI 02817
PHONE: (800)421-0314 FAX: (401)421-5679**

www.FSIndustries.com

Handrail & Kickplate: 88 Linear Feet Provided 2 Rail OSHA Type - Color Gray
QTY STAIR LANDINGS 1 AS DEFINED BELOW WITH NECESSARY OSHA 2 Rail HANDRAIL
TOTAL # OF STAIRS PROVIDED: 1 AS DEFINED BELOW

QTY	NAME	DESCRIPTION
1	irb 36	TYPE: BOCA-17 DRAWING: CM782-A-017 HEIGHT: 144 WIDTH: 36 WEIGHT: 1844 HORIZONTAL RUN: 220 1/8 DEGREES: 31.94 TREAD: (#5) Diamond Plate 11 in Open Riser FINISH: Powder Coat Gray
1	landing	TYPE: Exit Left DRAWING: LD1000-NS HEIGHT: 144 WEIGHT: 963 DECK DIMS (IN.): 53 15/16 W X 48 L OVERALL DIMS (IN.): 57 W X 54 1/16 L FINISH: Powder Coat Gray

PRICING TOTALS – does not include engineering (PE stamp), unloading or installation

MATERIAL COST (LESS OPTIONS) F.O.B. WEST GREENWICH RI	\$	49,804.00
QTY 2 SWING GATES - 3 FT	\$	1,364.00
ESTIMATED FREIGHT COST - (M0) flat fee - RI to ME	\$	2,125.00
TOTAL SHIPPING WEIGHT - 8361		
INSTALLATION NOT QUOTED - ESTIMATED MAN HOURS TO INSTALL - 48		
TOTAL QUOTED TAX FOR MAINE, ME @ 5.5%	\$	2,791.75
TOTAL DELIVERED	\$	56,084.75

**SUBJECT TO THE CONDITIONS LISTED ON PAGE 3

Sales tax is applicable for shipments to the following states:
AL, CA, CT, FL, GA, IA, ID, IL, IN, KS, KY, MA, MD, ME, MI, MN, MO, MS, NC,
NJ, NM, NY, OH, PA, RI, SC, TN, TX, UT, VA, WA and WI

QUOTE SUBMITTED BY: Mike Marcello EMail: mmarcello@fsindustries.com

GATE DISCLAIMER
SAFETY WARNING: GATE OPERATOR MUST USE APPROPRIATE FALL PROTECTION DEVICES
PROVIDED BY THE USER OR OTHERS. FALL PROTECTION DEVICES NOT PROVIDED BY FS INDUSTRIES.

PAYMENT TERMS & DELIVERY
TERMS: 1/3 due w/order, 1/3 due prior to fab, balance prior to shipping
PRESENT LEAD TIME ON APPROVAL DRAWINGS IS 2 WEEKS ARO.
PRESENT LEAD TIME (SHIP DATE) ON THIS MEZZANINE IS APPROXIMATELY 12 WEEKS AFTER RETURN OF
SIGNED APPROVAL DRAWINGS.

PRICING VALID FOR 30 DAYS



**** STOR-DECK MEZZANINES ****

**20 Technology Way
West Greenwich, RI 02817**

PHONE: (800)421-0314 FAX: (401)421-5679

www.FSIndustries.com

INSTALLATION PRICING CONDITIONS:

- 1) UNLOADING MATERIAL AND TRANSPORTING TO ERECTION SITE BY Customer/Others
- 2) FORKLIFT (IF NECESSARY) TO BE SUPPLIED BY Customer/Others
- 3) ERECTION SITE AREA - Clear and Level

GENERAL DESIGN SPECIFICATIONS:

- 1) MEZZANINE SHALL BE A STOR-DECK MEZZANINE DESIGNED AND MANUFACTURED BY FS INDUSTRIES 20 TECHNOLOGY WAY WEST GREENWICH RI 02817.
- 2) MEZZANINE SHALL BE DESIGNED AND MANUFACTURED TO CONFORM TO OR EXCEED THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (**OSHA**).
- 3) MEZZANINE SHALL BE FREE STANDING WITH WALL TIES AND/OR SWAY BRACES PROVIDED TO PRECLUDE LATERAL SWAY.
- 4) APPROVAL DRAWINGS OF FRAMING PLAN AND DECK PLAN SHALL BE SUBMITTED TO THE OWNER OR TO OWNER'S REPRESENTATIVE PRIOR TO FABRICATION.
- 5) INSTALLATION DRAWINGS AND COMPONENT DESCRIPTIONS SHALL BE PROVIDED AND INCLUDED WITH SHIPMENT.
- 6) COLUMNS: SHALL BE PREDRILLED SQUARE STRUCTURAL TUBING WHICH IS MANUFACTURED TO $F_y = 46$ ksi UNDER ASTM A500--GRADE B DESIGN TO BE IN ACCORDANCE WITH AISC MANUAL OF STEEL CONSTRUCTION. FOOTPLATES SHALL BE WELDED TO COLUMNS AND PROVIDED WITH (4) FOUR BOLT HOLES FOR RIGID FASTENING TO FLOOR. FOR COLUMN AND BASEPLATE DESIGN PURPOSES, UNLESS OTHERWISE STATED, THE USER'S FLOOR CONSTRUCTION IS ASSUMED TO BE EQUAL TO THE LOAD CAPACITY OF A 6 INCH UNREINFORCED 3500 PSI CONCRETE SLAB.
- 7) FRAMING MEMBERS: SHALL BE AMERICAN STD. STRUCTURAL SHAPES AS MANUFACTURED IN ASTM SPECIFICATION A6-79b. DESIGN TO BE IN ACCORDANCE WITH AISC MANUAL OF STEEL CONSTRUCTION. ALL INTERMEDIATE DECK SUPPORT JOISTS SHALL BE DESIGNED AND MANUFACTURED TO CONFORM TO THE STEEL JOIST INSTITUTE (SJI) STANDARD SPECIFICATIONS FOR OPEN WEB STEEL JOISTS. THE DEFLECTION UNDER RATED LOAD SHALL BE LIMITED TO $SPAN/360$ OR $(L/360)$. ALL STRUCTURAL MEMBERS SHALL BE PROVIDED WITH PREDRILLED WELDED END PLATES TO ALLOW EASY BOLTED ASSEMBLY. ALL ENDS OF FRAMING MEMBERS SHALL BE FASTENED WITH (4) FOUR 1/2 INCH DIAMETER GRADE 5 BOLTS.
- 8) DECK SHALL BE:
3/4 IN RESINDEK LT DUTY UNFIN FOR LIVE/DEAD PALLET JACK 2000 LB LOAD OVER 20 GA.- CORRUGATED B DECK PAINTED WITH WHITE UNDERSIDE
- 9) STAIRS SHALL BE MANUFACTURED TO CONFORM TO THE SPECIFICATIONS LISTED ON PAGE 2. WELDED HANDRAILS SHALL BE 1 1/2 IN. X 11 GA. SQUARE TUBING.
- 10) FINISH: ALL STEEL STRUCTURAL MEMBERS SHALL BE Powder Coat Gray.

1.

WPL-0299

CUSTOMER: Old Orchard Beach	JOB #: M13950MMIR	FS INDUSTRIES ENGINEERED STEEL PRODUCTS 20 TECHNOLOGY WAY WEST GREENWICH, RI 02817
PROJECT:	COLOR: Powder Coat Gray	DESCRIPTION: Widespan Mezzanine Section 1

Quote #: M13950MMIR Rev. #: 0

2/16/2023 - 4:18:25 PM

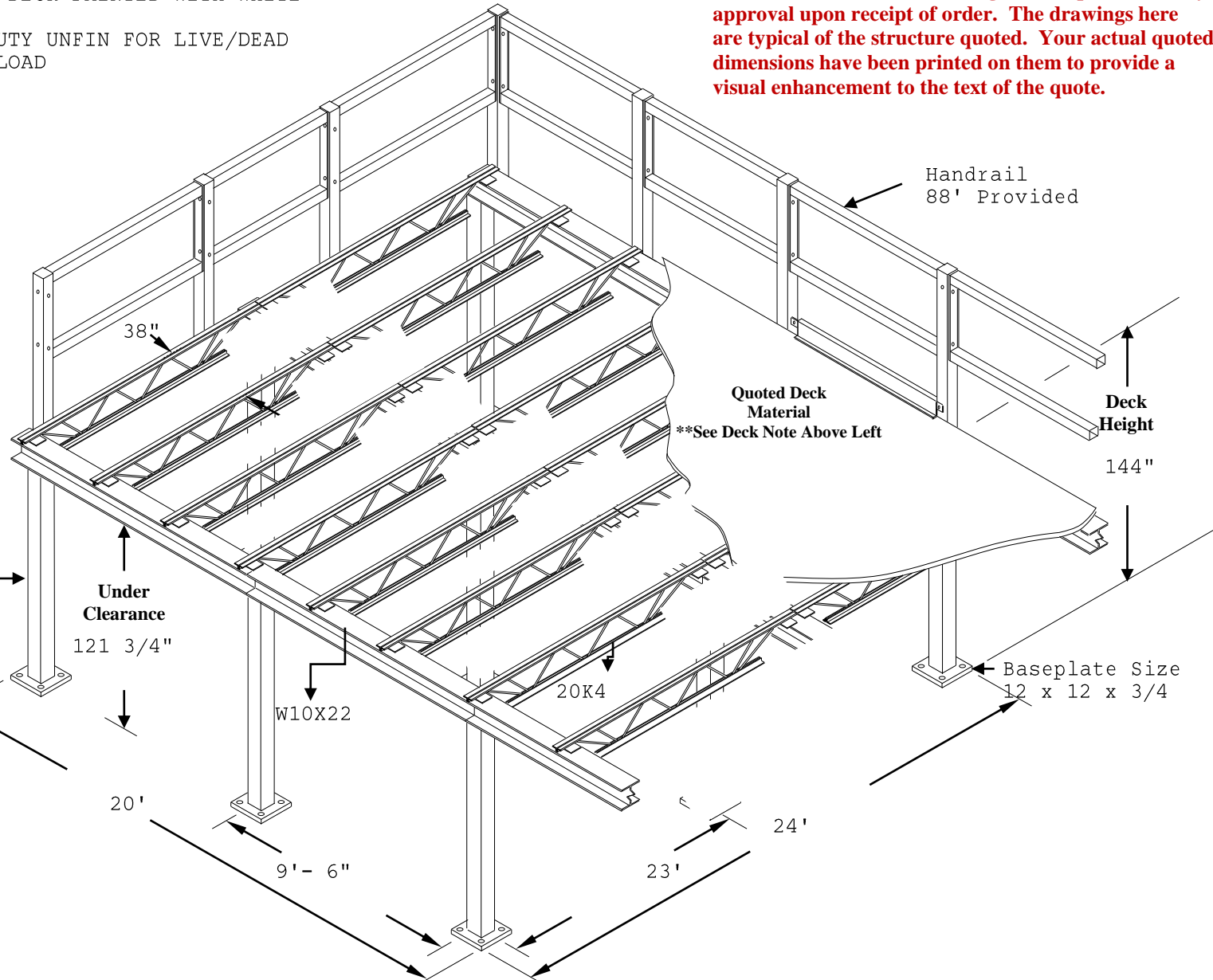
**20 GA.- CORRUGATED B DECK PAINTED WITH WHITE
UNDERSIDE
3/4 IN RESINDEK LT DUTY UNFIN FOR LIVE/DEAD
PALLET JACK 2000 LB LOAD

NOTE: Detailed CAD drawings will be provided for your approval upon receipt of order. The drawings here are typical of the structure quoted. Your actual quoted dimensions have been printed on them to provide a visual enhancement to the text of the quote.

Load Capacity
125 PSF

Column Size
5 x 5 x 1/4

Column Load
120 PSI



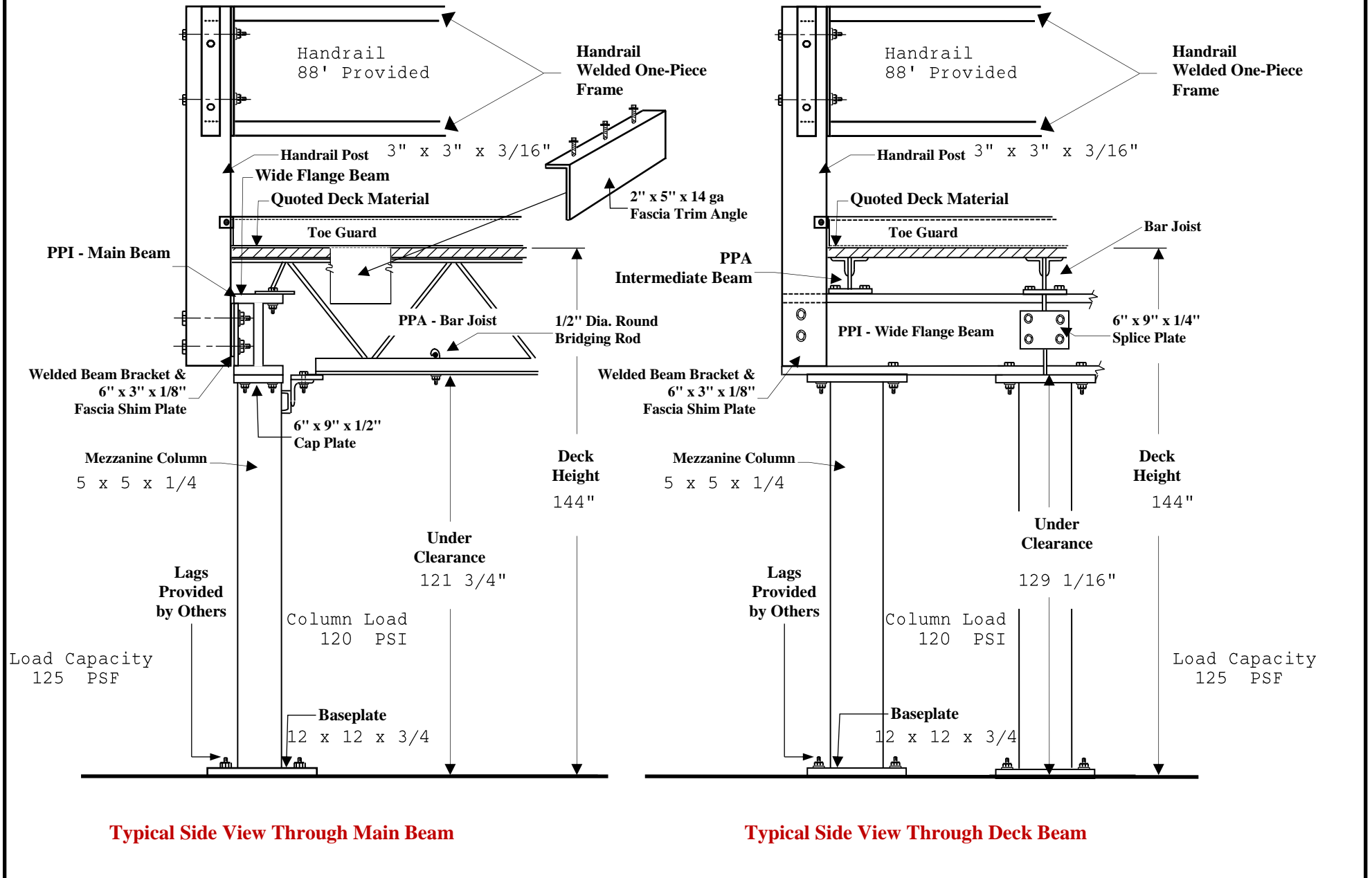
Rev: 7/31/20

WPL-0299

Widespan Mezzanine Typical Plot Plan - 2 Bays Wide X More Than 2 Bays Long - with Your Dimensions

CUSTOMER: Old Orchard Beach	JOB #: M13950MMIR	FS INDUSTRIES ENGINEERED STEEL PRODUCTS 20 TECHNOLOGY WAY WEST GREENWICH, RI 02817
PROJECT:	COLOR: Powder Coat Gray	DESCRIPTION: Widespan Mezzanine Section 1

Quote #: M13950MMIR Rev. #: 0 2/16/2023 - 4:18:25 PM



Typical Side View Through Main Beam

Typical Side View Through Deck Beam

Typical Widespan Side View Through Main Beam and Deck Beam with Your Dimensions

Rev: 7/23/20

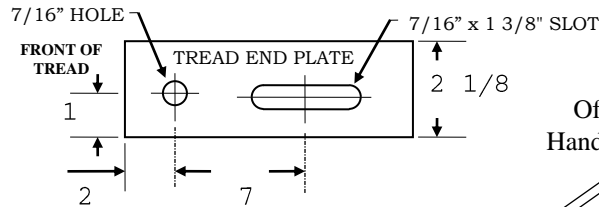
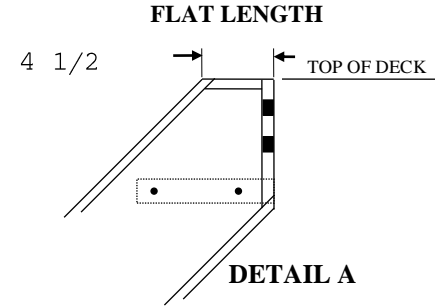
WS-Side

CUSTOMER: Old Orchard Beach	JOB #: M13950MMIR	FS INDUSTRIES ENGINEERED STEEL PRODUCTS 20 TECHNOLOGY WAY WEST GREENWICH, RI 02817
PROJECT:	COLOR: Powder Coat Gray	DESCRIPTION: irb 36

Quote #: M13950MMIR Rev. #: 0 2/16/2023 - 4:18:25 PM

- A STAIR HEIGHT = @ 31.94 DEGREES
- B SHOP USE ONLY
- C SHOP USE ONLY
- D RISER HEIGHT =
- E BOTTOM OF TREAD ENDPLT TO FLOOR TREAD RUN = 11
- F TREAD TYPE = (#5) Diamond Plate 11 in Open Riser
- G TREADS NEEDED =
- H TREAD WIDTH =
- I TREAD DEPTH =

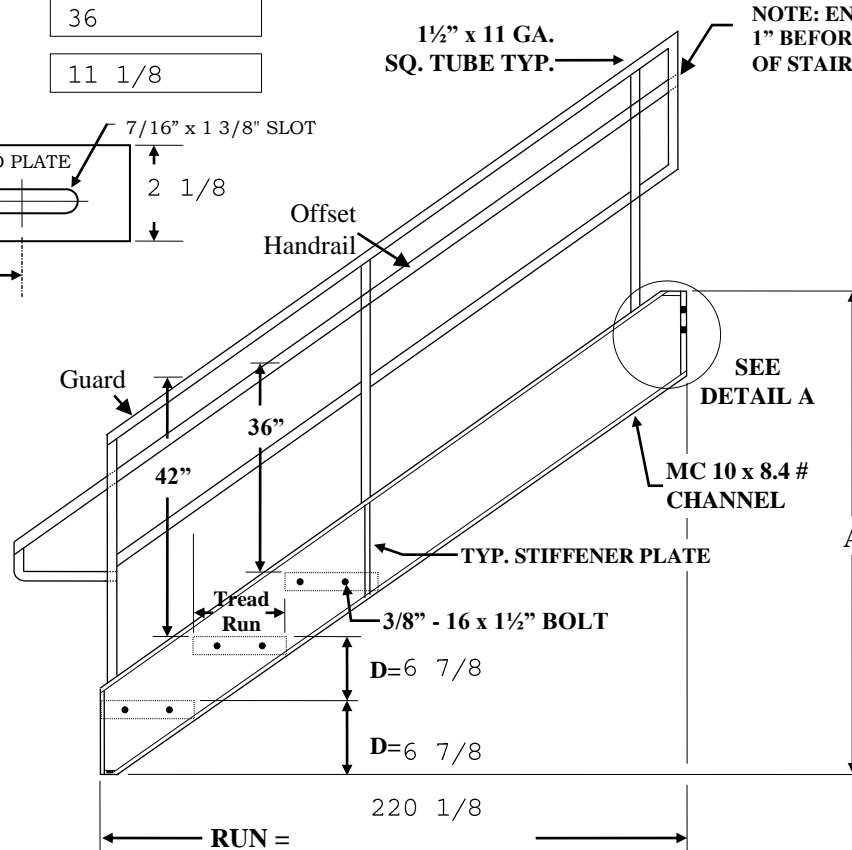
MAKE: 1 SET(S)



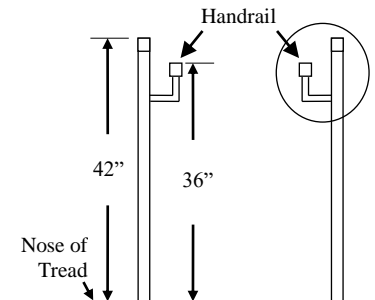
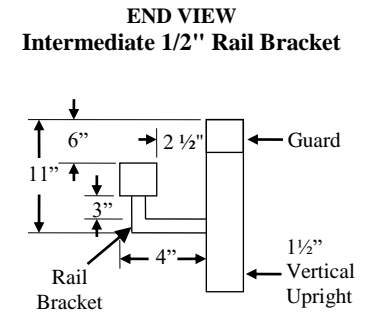
DISCLAIMER:
FS INDUSTRIES ASSUMES NO LIABILITY OR RESPONSIBILITY FOR DETERMINING IF THIS STAIRWAY IS IN CONFORMANCE TO ANY FEDERAL, STATE, AND/OR LOCAL BUILDING CODES. IT IS THE RESPONSIBILITY OF THE PURCHASER AND END USER TO VERIFY (WITH LOCAL AUTHORITIES) THIS STAIRWAY'S SUITABILITY AND CODE PERFORMANCE FOR IT INTENDED USAGE.

THIS DRAWING CONTAINS CONFIDENTIAL DESIGNS AND INFORMATION WHICH ARE THE PROPERTY OF FS INDUSTRIES. THIS DRAWING AND THE INFORMATION CONTAINED HEREIN MAY NOT BE DISCLOSED OR DUPLICATED IN WHOLE OR IN PART, UTILIZED IN ANY WORK OR USED FOR MANUFACTURE OF DESIGNS WITHOUT THE PRIOR WRITTEN PERMISSION OF FS INDUSTRIES.

TYP. DRAWING - NOT TO SCALE



NOTE: END HANDRAIL 1" BEFORE THE END OF STAIR STRINGER



FLOOR LAGS BY OTHERS!

CUSTOMER: Old Orchard Beach	JOB #: M13950MMIR	FS INDUSTRIES ENGINEERED STEEL PRODUCTS 20 TECHNOLOGY WAY WEST GREENWICH, RI 02817
PROJECT:	COLOR: Powder Coat Gray	DESCRIPTION: landing

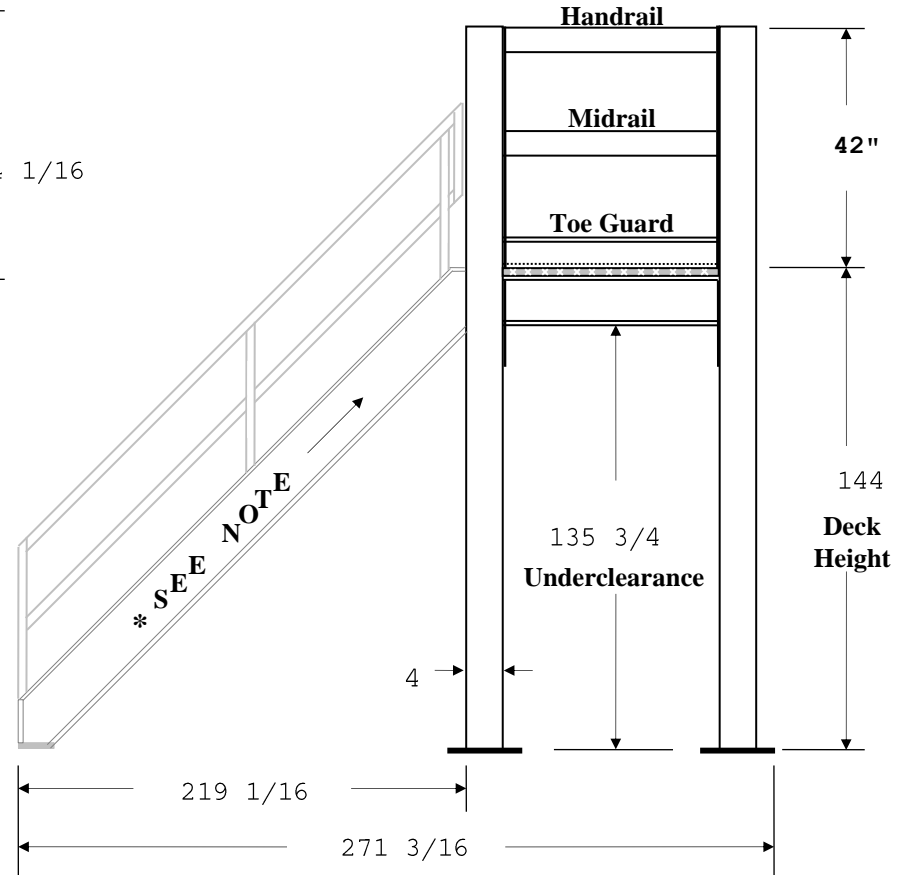
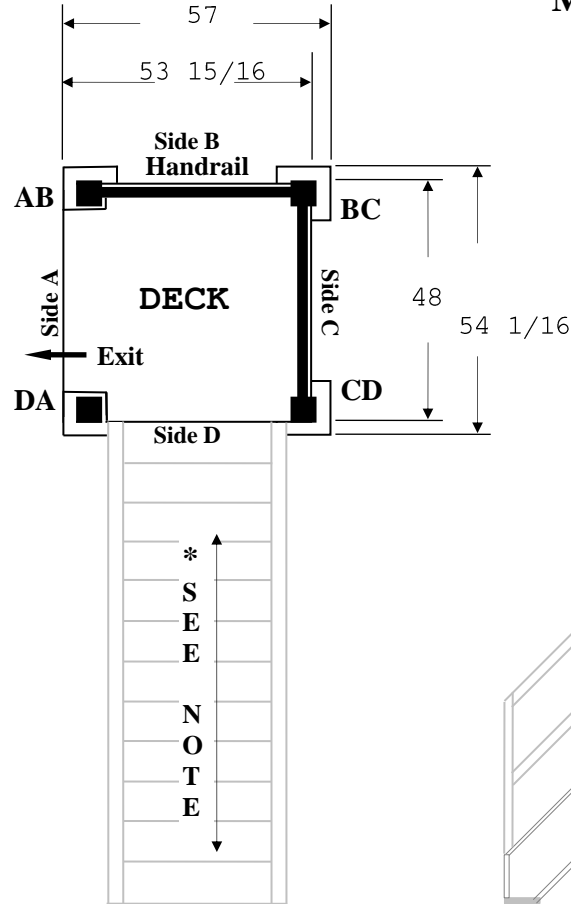
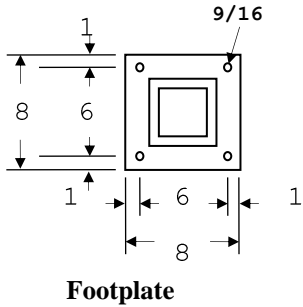
Quote #: M13950MMIR Rev. #: 0 2/16/2023 - 4:18:26 PM

DECK = (#21) 3/4 IN RESINDEK LT DUTY UNFIN FOR LIVE/DEAD PALLET JACK 2000 LB LOAD OVER
(#11) 20 GA.- CORRUGATED B DECK PAINTED WITH WHITE UNDERSIDE

PLAN VIEW

MAKE: 1

SIDE ELEVATION

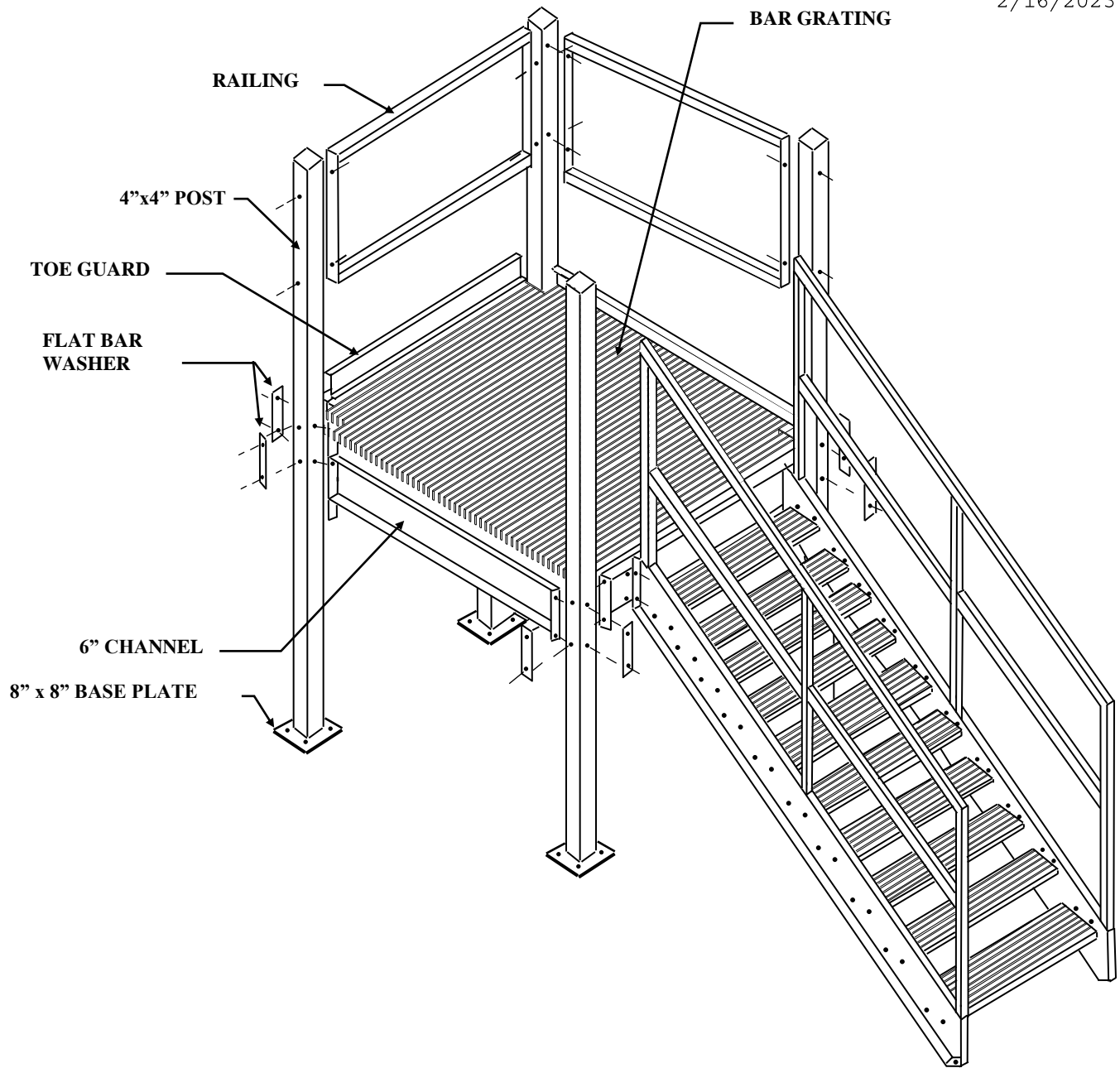


***Note:** Stairs are not included with the landing shown on this drawing.
They are drawn as typical for configuration clarification and overall dimensions only.
Actual stairs are quoted and detailed separately.

NOTE: STAIRS/POSTS MUST BE LAGGED (LAGS NOT PROVIDED)

CUSTOMER: Old Orchard Beach	JOB #: M13950MMIR	FS INDUSTRIES ENGINEERED STEEL PRODUCTS 20 TECHNOLOGY WAY WEST GREENWICH, RI 02817
PROJECT:	COLOR: SEE IND SHEETS	DESCRIPTION: TYPICAL STAIR & LANDING

2/16/2023 - 4:18:26 PM



Typical Exit Left Landing

Rev: 8/8/18

SL120-EL

AGENDA ITEM #7863

Discussion with Action: Approve the quote from Vortex Services for \$17,300.00 for cleaning of the wet wells and tanks at the Waste Water Treatment Facility and pump stations. From account #20161-50342 Waste Pumping Expense with a balance of \$21,931.42..

Chair: Shawn O'Neill

Council Information

Department: Wastewater

Meeting date: April 4, 2023

Subject: Pump station and wet well cleaning

Commentary: The wastewater department budgets for the cleaning of wet wells and tanks at the facility and pump stations twice a year. The quote is normally for four (4) days of service. Not included in this quote are the disposal costs for the material removed. Additional disposal costs are expected to be \$5,000 in addition to Vortex's services.

Information included: Quote from Vortex Services for \$17,300.

Recommendation: Approve the quote from Vortex Services for \$17,300..

Discussion with action:

Account #20161-50342

Balance \$21,931.42

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent



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

March 29, 2023

Greetings Chris,

Subject: **Spring 2023 Pump Station Cleaning**

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

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

- A. Confined Space Entry, including continuous air monitoring and retrieval system
- B. Lock Out Tag Out Pump Stations
- C. Plug inlet line to stop incoming flow as needed
- D. Perform pump station cleaning at the following locations, as requested by the customer:
 - ½ way Grit Chamber
 - Grit Chamber
- E. Remove and dispose debris at EcoMaine, paid by customer
- F. Bypass channel west grand
- G. Septic receiving
- H. Catch basins

Project Responsibilities

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

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

Vortex Services, LLC.

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

Vortex Services, LLC. Employees

- Project Manager (Off Site)

VORTEX services

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

Vortex Services LLC. Equipment

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

Differing conditions

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

Delays

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

Billable Units for Each Biannual Cleaning

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

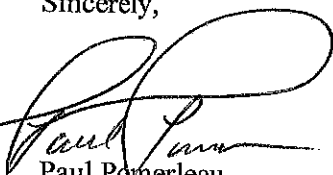
Old Orchard Beach Waste Water Department will pay EcoMaine for debris disposal fees.

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

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

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

Sincerely,



Paul Pomerleau
Project Manager

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

AGENDA ITEM #7864

Discussion with Action: Approve the Special Event Permit application for the Veterans Memorial Park Sub-Committee to hold “Luminary Night” in Memorial Park on Sunday, May 28th, 2023, from 5 p.m. to 9 p.m.

Chair: Shawn O’Neill

APPLICATION INFORMATION

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

1. Name of applicant Michael Dickenson
Address of applicant 1 Sunset Dr. OOB ME 04064
City State Zip

Phone number of applicant () _____ Fax () _____

Cell phone ²⁰⁷ () 468-0161 E-mail mikedoob@yahoo.com

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

Website address (if an Organization, Firm or Corporation) _____

Type of Event:

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

Illumination Night for Memorial Day

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

Line sidewalks with lighted bags to honor all who have died in performance of military service. Bag piper will play.

Will you be using tents? _____ YES X NO

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

Will you be using staging? _____ YES X NO

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

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

Other: _____

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

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

Name _____ Work Phone (____) _____

Address _____
City State Zip

Cell phone (____) _____ Fax (____) _____

E-mail _____

4. SET-UP Date for Event May 28, 2023 Day of Week SUN from 5 PM to 8:30 PM

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

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

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

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

TAKE-DOWN date same Day of Week _____ from 8:30 to 9:00

RAIN DATE(s) NONE Times _____
(if rain date listed, insurance must list rain date)

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

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

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

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

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

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

Description of merchandise Luminary Bags

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

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

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

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

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

Memorial Park

12. List any Event Sponsors:

Will admission be charged for the event? _____ YES X NO
Will participants be charged for parking? _____ YES X NO

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

YES (if yes, please list dates): annually night before Memorial Day
 NO

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

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) :

N/A

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

Times: _____ How many? _____

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

Name: _____ Phone Number: _____

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

NONE

Will audible devices be used at this event? ____ YES NO

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

Where will the event attendees/participants park? on street or on adjacent parking lots

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

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

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

If yes, give details: _____

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

no additional receptacles. Volunteers will clean up.

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

If yes, number needed and location _____

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

____ YES NO If yes, please describe:

Is any other public works assistance needed? NO

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? N/A

16. Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc?) For Bonfires, the pit/bonfire must be pre-approved for use by the Fire Department; the wood to be burned has no paint or nails; the portable pit or bonfire can be removed or filled in after the event leaving no residue or noticeable impact; a small water extinguisher and shovel are present; at least one adult be assigned to "keep fire watch" at all times. Note a burn permit must also be obtained from the Fire Department for the date specified on the date of the event. The Fire Department will issue a permit based on class day as listed by the Maine Forest Service. Permission may be refused or revoked if the Maine State Forestry Commission (governing body) declares a "Red Flag" day on which NO open fires may be allowed in our zone. A \$100 **cash** deposit is required for all fires to be returned to the applicant if the area is cleaned to the satisfaction of the public works department and/or fire department.

YES NO

If yes, explain: lighted candles in luminary bags
permit not required

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

luminary bags placed along walkways

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

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

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

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

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

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

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

What time/date will the fireworks display occur? _____

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

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

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

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

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

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

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

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

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

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

SPECIAL EVENT PERMIT AGREEMENT

I, Michael Dickensau on behalf of Veterans Memorial Park Committee
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature:  Date: 3-15-23
(authorized representative)

Print name: Michael Dickenson

Print Organization Name (if applicable): Veterans Memorial Park Committee

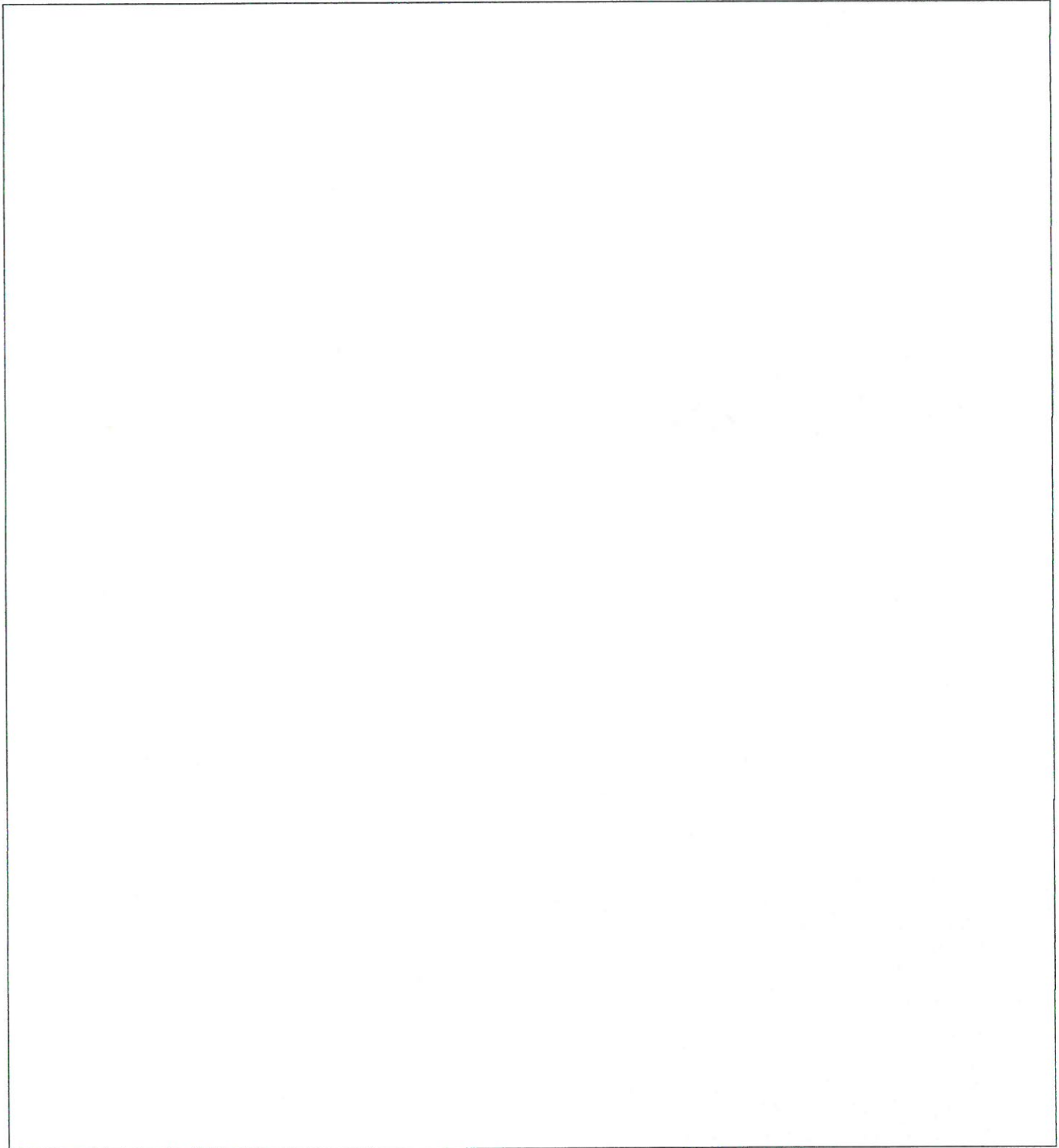
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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

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

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



AGENDA ITEM #7865

Discussion with Action: Approve the Special Event Permit application from Ashley Deneault to hold a wedding on the beach at the end of Seacliff Avenue on Saturday, April 22nd, 2023 from 1:30 p.m. to 4:30 p.m. including set-up and takedown. Event to include speakers, seating and arches.

Chair: Shawn O'Neill

APPLICATION INFORMATION

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

1. Name of applicant Ashley Deneault

Address of applicant 4 Thomas Ave Auburn MA 01501
City State Zip

Phone number of applicant () Fax (508) 832-4178

Cell phone (774) 623-0627 E-mail ashley.anne.deneault@gmail.com

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

N/A

Website address (if an Organization, Firm or Corporation) N/A

Type of Event:

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

wedding (of 40 people in attendance)

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

The wedding ceremony will be ministered by Jo Fontaine and
music will be provided by Ashley Deneault's wireless speaker

Will you be using tents? YES X NO

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

N/A

Will you be using staging? _____ YES ~~_____~~ NO _____

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

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

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

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

Name Steven Fontaine Work Phone () _____

Address 2 Thomas Ave Auburn MA 01501
City State Zip

Cell phone (508) 353-5252 Fax (508) 332-4178

E-mail spfsr1234@aol.com

4. SET-UP Date for Event 4-22-23 Day of Week Saturday from 1:30 to 2:30 p.m.

Date of Event 4/22/23 Day of Week Saturday from 3:30 p.m. to 4:30 p.m.

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

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

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

TAKE-DOWN date _____ Day of Week _____ from _____ to _____

RAIN DATE(s) N/A Times N/A
(if rain date listed, insurance must list rain date)

5. Location of the Event The beach on Seacliff Avenue
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

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

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

No

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

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

N/A

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

Description of merchandise N/A

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

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

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

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

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

N/A

12. List any Event Sponsors:

N/A

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

Will participants be charged for parking? _____ YES X NO

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

___ YES (if yes, please list dates): _____

X NO

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

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) :

The wedding ceremony will be held close enough to the boardwalk for medical services to reach attendees in case of emergency. An aisle allows the entrance/exit of all persons to the event. Vehicles are offsite.

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

Times: N/A How many? N/A

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

Name: N/A Phone Number: N/A

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

None.

Will audible devices be used at this event? YES NO

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

1 wireless speaker to play the wedding march at 3:30

PM for bridal entrance

Where will the event attendees/participants park? At the family home of 8 Seaside

Avenue, Old Orchard Beach with overflow at their hotels

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

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

N/A

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

If yes, give details: N/A

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

Seating/arches will be removed immediately following ceremony

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

If yes, number needed and location N/A

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

YES NO If yes, please describe:

N/A

Is any other public works assistance needed? No

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? N/A

16. Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc?) For Bonfires, the pit/bonfire must be pre-approved for use by the Fire Department; the wood to be burned has no paint or nails; the portable pit or bonfire can be removed or filled in after the event leaving no residue or noticeable impact; a small water extinguisher and shovel are present; at least one adult be assigned to "keep fire watch" at all times. Note a burn permit must also be obtained from the Fire Department for the date specified on the date of the event. The Fire Department will issue a permit based on class day as listed by the Maine Forest Service. Permission may be refused or revoked if the Maine State Forestry Commission (governing body) declares a "Red Flag" day on which NO open fires may be allowed in our zone. A \$100 **cash** deposit is required for all fires to be returned to the applicant if the area is cleaned to the satisfaction of the public works department and/or fire department.

YES NO

If yes, explain: N/A

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

A sign "Welcome to the wedding of Ashley & Gabriel" - 2 ^{floral} arches.

Seating for guests during ceremony (benches)

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

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

N/A

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

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

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

N/A

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

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

What time/date will the fireworks display occur? N/A

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

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

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

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

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

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

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

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

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

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

N/A

SPECIAL EVENT PERMIT AGREEMENT

I, Ashley Deneault on behalf of Ashley Deneault + Gabriel Rhault
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature: Ashley Deneault
(authorized representative)

Date: 3/21/23

Print name: Ashley Deneault

Print Organization Name (if applicable): N/A

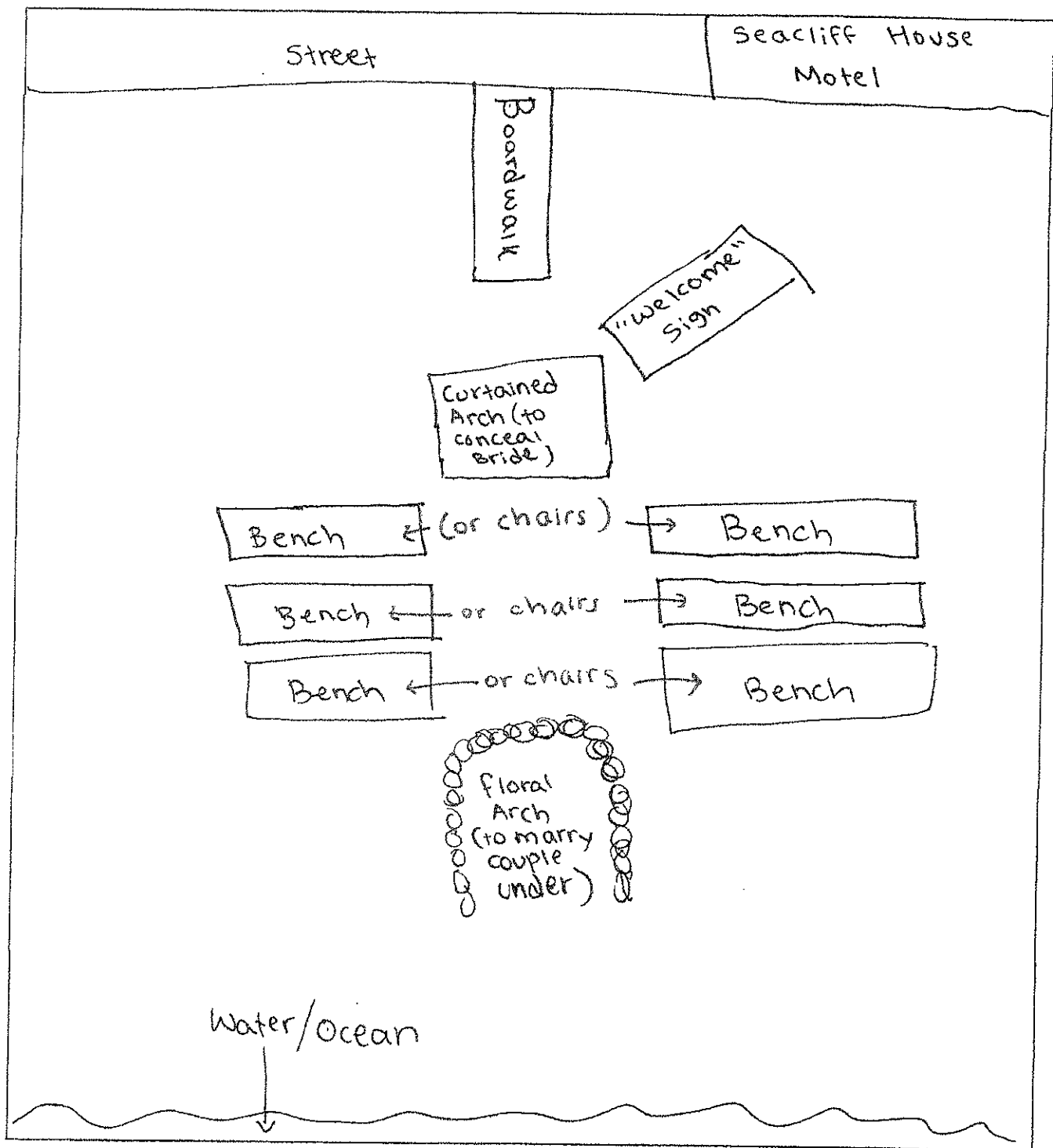
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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

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

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



APPLICATION INFORMATION

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

1. Name of applicant Ashley Deneault

Address of applicant 4 Thomas Ave Aburn MA 01501
City State Zip

Phone number of applicant () Fax (508) 832-4178

Cell phone (774) 623-0627 E-mail ashley.anne.deneault@gmail.com

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

N/A

Website address (if an Organization, Firm or Corporation) N/A

Type of Event:

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

wedding (of 40 people in attendance)

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

The wedding ceremony will be ministered by Jo Fontaine and
music will be provided by Ashley Deneault's wireless speaker

Will you be using tents? _____ YES NO

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

N/A

Will you be using staging? _____ YES NO

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

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

~~Other:~~ N/A

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

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

Name Steven Fontaine Work Phone () _____

Address 2 Thomas Ave Auburn MA 01501
City State Zip

Cell phone (508) 353-5252 Fax (508) 832-4178

E-mail spfsr1234@aol.com

4. SET-UP Date for Event 4-22-23 Day of Week Saturday from 1:30 to 2:30 p.m.

Date of Event 4/22/23 Day of Week Saturday from 3:30 p.m. to 4:30 p.m.

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

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

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

TAKE-DOWN date _____ Day of Week _____ from _____ to _____

RAIN DATE(s) N/A Times N/A
(if rain date listed, insurance must list rain date)

5. Location of the Event The beach on Seacliff Avenue
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

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

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

No

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

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

N/A

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

Description of merchandise N/A

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

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

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

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

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

N/A

12. List any Event Sponsors:

N/A

Will admission be charged for the event? _____ YES NO

Will participants be charged for parking? _____ YES NO

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

____ YES (if yes, please list dates): _____

NO

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

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services):

The wedding ceremony will be held close enough to the boardwalk for medical services to reach attendees in case of emergency. An aisle allows the entrance/exit of all persons to the event. Vehicles are offsite.

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

Times: N/A How many? N/A

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

Name: N/A Phone Number: N/A

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

None.

Will audible devices be used at this event? YES NO

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

1 wireless speaker to play the wedding march at 3:30

PM for bridal entrance

Where will the event attendees/participants park? At the family home of 8 Seaside Avenue, old Orchard Beach with overflow at their hotels

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

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

N/A

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

If yes, give details: N/A

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

Seating/arches will be removed immediately following ceremony

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

If yes, number needed and location N/A

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

YES NO If yes, please describe:

N/A

Is any other public works assistance needed? No

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? N/A

16. Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc?) For Bonfires, the pit/bonfire must be pre-approved for use by the Fire Department; the wood to be burned has no paint or nails; the portable pit or bonfire can be removed or filled in after the event leaving no residue or noticeable impact; a small water extinguisher and shovel are present; at least one adult be assigned to "keep fire watch" at all times. Note a burn permit must also be obtained from the Fire Department for the date specified on the date of the event. The Fire Department will issue a permit based on class day as listed by the Maine Forest Service. Permission may be refused or revoked if the Maine State Forestry Commission (governing body) declares a "Red Flag" day on which NO open fires may be allowed in our zone. A \$100 **cash** deposit is required for all fires to be returned to the applicant if the area is cleaned to the satisfaction of the public works department and/or fire department.

YES NO

If yes, explain: N/A

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

A sign "Welcome to the wedding of Ashley & Gabriel" - 2 floral arches.

Seating for guests during ceremony (benches)

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

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

N/A

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

Will the alcohol be: ~~Sold~~; ~~Given away~~, ~~Both~~

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

N/A

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

20. Will the event involve professional fireworks? YES ~~NO~~
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? N/A

(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? N/A

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

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

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

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

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

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

N/A

SPECIAL EVENT PERMIT AGREEMENT

I, Ashley Deneault on behalf of Ashley Deneault + Gabriel Rhault
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R V Nuccio and Associates 10148 Riverside Drive Toluca Lake, CA 91602	CONTACT NAME: Robert V. Nuccio
	PHONE (A/C, No, Ext): (800) 364-2433 FAX (A/C, No): (818) 980-1595
	E-MAIL ADDRESS: support@rvnuccio.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Fireman's Fund Insurance Company	NAIC # 21873
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Ind GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OLP1098348	04/22/2023	04/24/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES	\$ 1,000,000
							MEDICAL EXPENSE	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTIONS							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Date of Event: From 12:01AM on 04/22/2023 to 12:01AM 04/24/2023
Type of Event: Wedding (Rehearsal, Rehearsal Dinner, Ceremony, Reception)
Additional Insured: The Town of Old Orchard Beach Wording:

THIS CERTIFICATE IS NOT VALID WITHOUT THE RVNA ADDITIONAL INSURED ENDORSEMENT FORM

CERTIFICATE HOLDER The Town of Old Orchard Beach 1 Portland Avenue Old Orchard Beach, ME 04064	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert V. Nuccio

PRIVATE EVENT INSURANCE / Personal Liability Coverage Additional Insured Endorsement

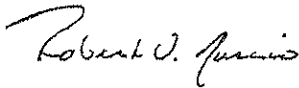
Policy Number: OLP1098348

You, the **Honoree** and we agree that **SECTION II PRIVATE EVENT CANCELLATION INSURANCE LIABILITY COVERAGE** is amended to include as an insured, the person or organization shown below as an additional insured, but only to the extent that liability results from the sole negligence of the **Named Insured**.

Additional Insured(s)

01. Additional Insured	The Town of Old Orchard Beach
Name	Orchard Beach
Street Address	1 Portland Avenue
City	Old Orchard Beach
State	ME
Zip Code	04064
Effective Date	12:01AM on 04/22/2023

All other terms and conditions of the policy remain unchanged. This endorsement does not provide the Additional Insured(s) with any coverage under SECTION I - PRIVATE EVENT INSURANCE PROPERTY COVERAGE.



Robert V. Nuccio
Authorized Signature

MISCELLANEOUS PAYMENT RECPT#: 589625
TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVE.
OLD ORCHARD BEACH ME 04064

DATE: 03/21/23 TIME: 17:22
CLERK: reg5 DEPT:
CUSTOMER#: 0

COMMENT: SPECIAL EVENT PERMIT

CHG: TCREC TOWN CLERK RECE 50.00

AMOUNT PAID: 50.00

PAID BY: FONTAIN, JO
PAYMENT METH: CREDIT CARD

REFERENCE:

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00

AGENDA ITEM #7866

Discussion with Action: Accept the Proposal for Design and Engineering services for the Sand and Salt Storage Facility, Structural and Architectural Assessment from Wright-Pierce for \$7,600.00 from account #20151-50300 Public Works Department Professional/Engineering Services with a balance of \$84,832.96.

Chair: Shawn O'Neill

March 16, 2023

Ms. Diana Asanza, Town Manager
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach, ME 04064

SUBJECT: Proposal for Design and Engineering Services
Sand & Salt Storage Facility Structural & Architectural Assessment

Dear Diana,

Wright-Pierce conducted a visual inspection of the sand and salt storage facility located on Dirigo Road in February 2021. The assessment concluded with a recommendation to replace the building within 1-3 years and provided short term repair recommendations to extend the life of the structure. Based on our recent discussion on February 24, 2023, we understand the Town has completed these recommended repairs. We also understand the Town is in the process of evaluating future Public Works needs and potential relocation of the existing Public Works building. As such, the Town has asked Wright-Pierce to conduct a re-inspection of the existing sand and salt storage building and attached office space, which is a separate component of the Public Works building, to review building deterioration since the February 2021 assessment and provide additional recommended repairs or replacement of the structure for capital improvements planning.

Based on our discussion and our understanding of your needs, Wright-Pierce has prepared the following scope of services to provide inspection and general recommendations for the structural condition and architectural condition of the building and office space.

SCOPE OF SERVICES

Task 1 – Site Visit and Inspection Report

1. Wright-Pierce will conduct a visual inspection of the sand and salt facility from the ground, which will also include an inspection of the attached office space. The inspection will include documentation of the condition of the facility compared to 2021 observations along with representative photographs of any deficiencies. It is anticipated that this inspection will be with a structural engineer for a total of four (4) hours and inspection with an architect for four (4) hours.
2. Wright-Pierce will bring photographs to the site which were taken during the 2021 inspection to review deterioration since the February 2021 inspection. Wright-Pierce will prepare a memorandum discussing the deficiencies along with general recommendations for repair or replacement. The level of observed deficiencies will be limited to what we can see from the ground level.

3/16/2023

Ms. Diana Asanza, Town Manager

Page 2 of 2

- The building is a Pre-Engineered Metal Building (PEMB) and thus consists of proprietary structural members. Because of that, we will not be able to assess the structural capacity of the building relative to Building Codes. In addition, we will be limited to the methods and scope of repairs given the unknowns of the structural members and implications with the overall structural capacity.

PROPOSED FEE AND SCHEDULE

Based on the scope of services above, we recommend the Town budget \$7,600. This fee includes our time and all reimbursable expenses. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on our standard hourly billing rates, plus non-labor expenses which will be billed at straight cost. Any additional services performed at the Client's request and authorization will be billed on a time and materials basis on our standard labor rates, plus any applicable reimbursable expenses. Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A – copy attached).

We anticipate being able to complete this work within 6-weeks of authorization to proceed. The first step will be to schedule a site visit to review conditions which we anticipate completing within 3-4 weeks of authorization to proceed.

If this proposal is acceptable, please sign below and return a copy for our files. We appreciate this opportunity to be of service to you and look forward to this opportunity to work with you on this project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-798-3744.

Sincerely,
WRIGHT-PIERCE



Jaime C. Wallace, PE
Lead Project Engineer

jaime.wallace@wright-pierce.com

Seen and agreed to by:

Town of Old Orchard Beach

By: _____

Name: _____

Title: _____

Date: _____

Wright-Pierce

By:  _____

Ryan T. Wingard, PE

Vice President

March 16, 2023

EXHIBIT A
SCHEDULE OF TERMS AND CONDITIONS
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EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS

1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or

represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not

guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site, unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to

the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

7.0 Insurance

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on

ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

10.0 Compensation

10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

16.0 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

19.0 Termination

The obligation to provide further services under this Agreement may be terminated:

19.1 For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

19.2 By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3 For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

19.4 ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

20.0 Force Majeure

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

21.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.

AGENDA ITEM #7867

Discussion with Action: Convey foreclosed property identified as 25 ROSS ROAD, Parcel Number 00103-00007-00009 to owners of record ERCOLANI BRIAN, for the total amount of \$0.00. Conveying FY17

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill



DISCHARGE OF MORTGAGE FOR TAX COLLECTOR'S LIEN CERTIFICATE

Title 36, M.R.S.A. Section 943

Know all Persons by these Presents

That I, Diana H. Asanza, in my capacity as Treasurer of the Municipality of Old Orchard Beach, Maine, do hereby acknowledge that on the 16th of APRIL, 2019 I have in my said capacity received full payment and satisfaction of the mortgage created, in accordance with the provisions of Title 36, M.R.S.A., Sections 942 and 943, as amended, by the filing of a lien certificate on JUNE 20, 2017 in the Registry of Deeds for the County of York (certificate recorded in said registry Book 17498 at Page 151 the debt thereby secured, and in consideration thereof I do, in my said capacity, hereby cancel and discharge said mortgage and release unto ERCOLANI BRIAN of Old Orchard Beach HIS heirs and assigns forever the premises therein described.

In Witness Whereof, I, the said Diana H Asanza in my said capacity of Treasurer have hereunto set my hand and seal this 30TH day of APRIL, A.D. 2019.



Diana H. Asanza, Treasurer
Municipality of Old Orchard Beach, Maine

Registry fees:
For first record page..... \$ 19.00
\$2.00 for each additional
record page..... \$ _____
\$0.25 for each name after
the first four names..... \$ _____

Total: \$ 19.00

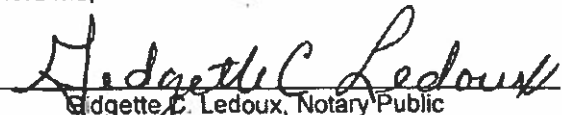
State of Maine

York, ss.

APRIL 30, 2019

Then personally appeared the above named Diana H. Asanza and acknowledged the above instrument to be her free act and deed in her said capacity.

Before me,



Gidgette C. Ledoux, Notary Public
Commission expires 10/17/2020

TOWN OF OLD ORCHARD BEACH
TAX LIEN CERTIFICATE

ASSESSED OWNER: ERCOLANI BRIAN
YOU ARE HEREBY NOTIFIED THAT FOR TAX YEAR 2016-2017, A TAX IN THE
AMOUNT OF 4,767.08 WAS ASSESSED TO THE REAL ESTATE DESCRIBED
BELOW AND COMMITTED TO DEBORAH M. MULHERIN, TAX COLLECTOR,
AUGUST 09, 2016. LIEN FILING DATE JUNE 20, 2017.
Parcel ID: 00103-00007-00009
Parcel Location: 25 ROSS RD

ON REAL ESTATE AS DESCRIBED AND AS SHOWN ON THE ASSESSORS MAP-BLOCK
-LOT OF THE TOWN OF OLD ORCHARD BEACH, MAINE WHICH MAPS ARE ON FILE
IN THE ASSESSOR'S OFFICE AT TOWN HALL, OLD ORCHARD BEACH MAINE.
I FURTHER CERTIFY THAT A LIEN IS CLAIMED ON THE ABOVE DESCRIBED
REAL ESTATE TO SECURE PAYMENT OF SAID TAX; THAT A DEMAND FOR PAYMENT
OF SAID TAX HAS BEEN MADE IN ACCORDANCE WITH TITLE 36, MRSA,
942, AS AMENDED; AND THAT SAID TAX, TOGETHER WITH INTEREST THEREON:

MAPS PREPARED BY AVIS MAPPING COMPANY


TAX ASSESSED DUE:	4,767.08
INTEREST DUE:	32.00
30 DAY COSTS AND LIEN COSTS:	51.00
TOTAL DUE:	4,850.08



DEBORAH M. MULHERIN
TAX COLLECTOR
TOWN OF OLD ORCHARD BEACH, MAINE

THEN PERSONALLY APPEARED THE ABOVE NAMED DEBORAH M MULHERIN,
TAX COLLECTOR AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HER
FREE ACT AND DEED IN HER SAID CAPACITY.

BEFORE ME,



GIDGETTE C. LEDOUX
MAINE NOTARY PUBLIC
MY COMMISSION EXPIRES 10/17/2020



DEBRA L. ANDERSON, REGISTER OF DEEDS
Bk 17498 PG 151
Inst # 2017023676
09/20/2017 09:52:14 AM
Pages 1
YORK CO