



Town Council - Meeting Agenda

Tuesday, June 6th 2023 @ 6:30pm
Council Chambers - 1 Portland Avenue

www.oobmaine.com/town-council

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

PRESENTATION:

ACCEPTANCE OF MINUTES:

Acceptance of the minutes from the April 25, 2023, April 27, 2023, May 2, 2023, May 9, 2023, & May 16, 2023 Budget Workshops; the May 16, 2023 Regular Meeting; and the May 2, 2023 & May 9, 2023 Executive Sessions.

Chair: Shawn O'Neill

PUBLIC HEARING – LIQUOR LICENSE & APPROVALS:

Birdies Grill and Tavern, Rebecca Allen, (208-1-6), 168 Saco Ave, m-s-v in a restaurant.

Johnny Shucks Maine Lobster, OOB Maine Lobster LLC, (205-5-5), 16 Old Orchard Street, m-v in a restaurant.

Chair: Shawn O’Neill

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

The Carolina Motel, Potentia LLC, (304-2-1), 1 Rousin St, 34 unit motel

BNB Real Estate, Nazrin Dixon, (305-6-5), 44 East Grand, 4 year round rentals – STR.

BNB Real Estate, Nazrin Dixon, (305-6-6), 46 East Grand, 8 year round rentals – STR.

Andrew Gould, (315-18-5), 65 Union Avenue, one year round rental – STR

Peter Beyeler, (314-15-3), 91 Union Ave, one year round rental – STR

The Beach House, David and Nancy Bonneau, (206-29-10) – 40 Summit St, one year round rental – STR

Jose Silva, (301-3-1-206), 189 East Grand #206, one year round rental – STR

Birdie's Grill and Tavern, Rebecca Allen, (208-1-6), 168 Saco Ave., victualers with prep and alcohol.

Rebecca Allen, (208-1-6), 168 Saco Ave., 3 year round rentals.

Isaac Herman, (206-7-12), 5-7 Shady Lane, one year round rental – STR

Seagrass Management LLC, Jennifer Brown, (318-8-6-32), 146 West Grand #32, one year round rental – STR.

Stuart Leckie, (208-1-1-4), 180 Saco Ave #4, one seasonal rental – STR.

Adamo Properties LLC, Jason Adamo, (105A-1-821), 66 Wild Dunes Way, one year round rental.

Johnny Shucks Maine Lobster, Old Orchard Beach Associates, (205-5-5), 16 Old Orchard St., victualers with prep and alcohol.

Johnna Brown and Jeff Brown, (206-27-5-10), 5 Sunset Drive #10, one seasonal rental – STR.

Chair: Shawn O'Neill

TOWN MANAGER REPORT

Tabled Items:

AGENDA ITEM #7891

Discussion with Action: Approve the proposal from Safe Stadium Facility Evaluation in the amount of \$13,897.00 for the inspection and assessment of seven (7) steel sports lighting poles at the Ballpark from account number 51002-50911 CIP Ballpark Improvements with a balance of \$143,949.38.

Item was tabled without prejudice at the May 16, 2023 meeting for further research.

Chair: Shawn O'Neill

In FY 23 the Council approved capital funds for ballfield lighting improvements which includes energy efficient LED lights. It has come to our attention that there is one pole that may need to be removed because of damage at the base. To ensure all stadium light poles are structurally sound since they were originally installed in 1983 it is recommended that an evaluation or assessment of all poles be done to plan for the future.



May 2, 2023

Alan Grady
Musco Sports Lighting

Re: Old Orchard Beach Ballpark – Sports Lighting Structure Inspections
14 Emerson Cummings Boulevard, Old Orchard Beach, ME

Mr. Grady:

Thank you for allowing SAFE to present this proposal for the inspection and assessment of your sports lighting structures.

At SAFE, we recognize that experience, diligence, and knowledge are the keys to each and every inspection that we perform, and our final reporting and recommendations reflect that. We provide accurate data, backed up with years of inspection and structure manufacturing experience that will provide you with the intelligence you need to ensure that your structures will perform not only today, but for many years to come in the future.

We look forward to the possibility of working with you on this critical inspection project.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Reese".

Brian Reese, PE, CWI
President
SAFE – Stadium and Facility Evaluation

To accept this proposal and/or discuss setting up your inspection schedule, please e-mail us at sales@rts-safe.com or call SAFE directly at (570) 359-3293. Thank you!

Scope of Work:

1. Ground-based condition assessment of seven (7) steel sports lighting poles
 - a. Visual weld inspection (VT) by an American Welding Society Certified Weld Inspector (CWI)
 - b. Non-destructive weld examination of base welds – magnetic particle (MT)
 - c. Non-destructive weld examination of base welds – ultrasonic testing (UT) where applicable for complete penetration joints
 - d. Inspection of structure anchor bolts
 - e. Inspection of pole interior if accessible
 - f. Inspection of pole base/foundation top/base plate/base plate grout if present
2. With FAA and facility permission, fly UAS (drone) for aerial inspection of the structures
 - a. FAA Part 107 commercially licensed pilot
3. Report
 - a. Recommendations and photos
 - b. Sealed by Maine professional engineer (PE)

Price:

\$13,897

Notes:

1. No special site access issues or times; assumes weekday working hours
2. Inspection will be a condition assessment of the structures allowing for planning related to future use, repair recommendations, or replacement
3. Assumes all structures are walk-up accessible at the base and are free of debris
4. Excludes engineering structural analyses of the poles based on their condition, present loading, or future loading (can be provided and quoted as a separate service)
5. Excludes lighting or electrical system evaluations or repairs
6. Excludes any required structural repairs or maintenance
7. Excludes climbing or accessing the structures with lift equipment; this could be recommended based on actual field conditions and drone results
8. Foundation inspection is exposed portion only
9. Bid valid for 60 days

Payments Terms:

Net 30 days

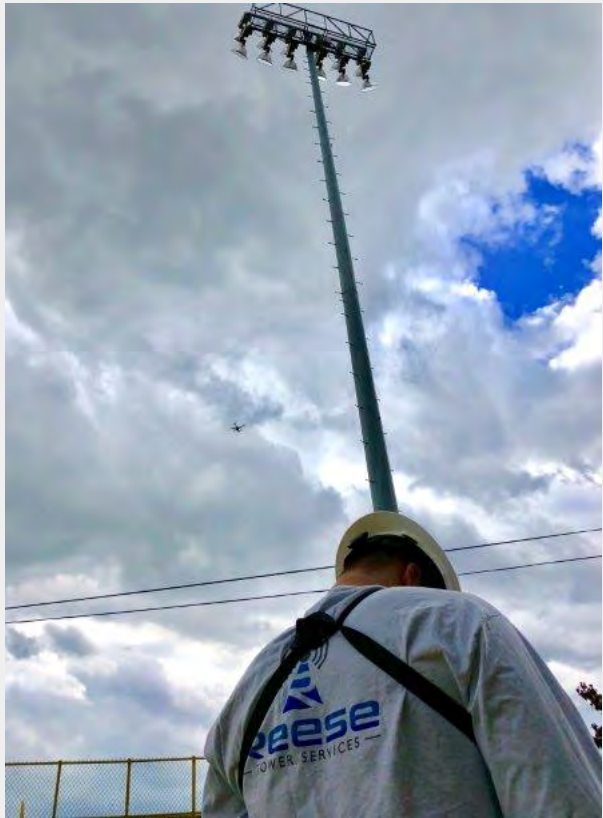
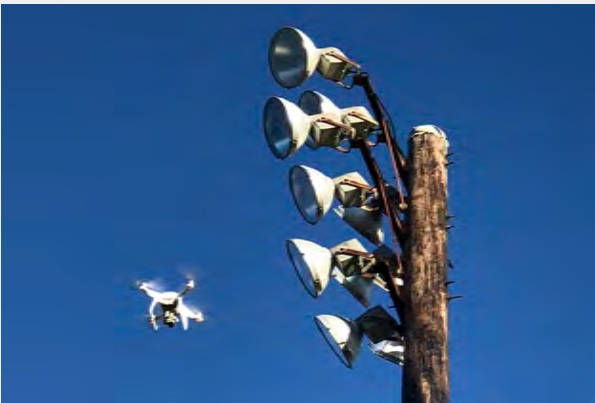
To accept this proposal and/or discuss setting up your inspection schedule, please e-mail us at sales@rts-safe.com or call SAFE directly at (570) 359-3293. Thank you!



www.rts-safe.com

SAFE

STADIUM AND FACILITY EVALUATION



Drone Capabilities, Inspections, Condition Assessments, and Field Services

It's no secret that infrastructure in the United States is aging faster than we can maintain it. The structural integrity of numerous assets is continuously under attack by the elements, corrosion, and fatigue.

Working throughout the nation, the dedicated, experienced teams at **Stadium and Facility Evaluation (SAFE)** are focused on a single goal: Improving your lighting infrastructure and preventing the premature and catastrophic failure of athletic and area lighting poles installed at your facilities.

Whether your structures are steel, concrete or wood, **SAFE** has the expertise, knowledge, and personnel to keep your structures in peak operating condition and increase the life of your lighting structures.

Services SAFE Provides:

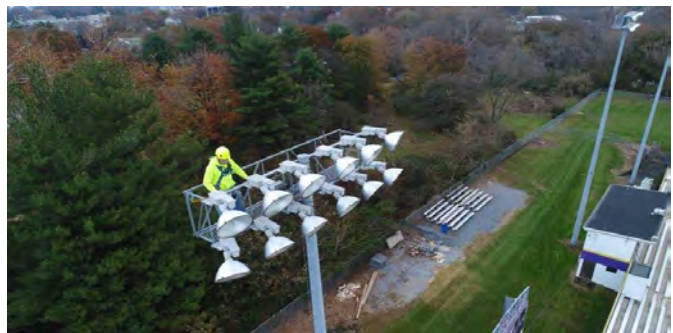
- Drone Capabilities
- Inspection and Condition Assessment
- Field Repairs and Remediation
- Structural Reinforcement

Drone Capabilities

SAFE is able to provide a specific service that is cutting edge in the field of inspections. Our team has the ability to perform an aerial condition assessment to your lighting structures using our fleet of sUAS (small unmanned aerial systems), also known as drones, to visually inspect the structure. The drone industry has expanded rapidly in the past decade and will continue to grow. Drones are being used in industries all around the world and is starting to be extremely useful in the inspection and utility industry. Our drones have high quality 4k cameras that display at 1080p allowing us to inspect every inch of the structure. **SAFE's** team has been utilizing drones for years for our visual inspection and condition assessment services.

Inspection and Condition Assessment

Employing a comprehensive, integrated approach using our fleet of drones and the industry's most detailed visual and non-destructive weld inspection methods, **SAFE's** team has the knowledge base, experience, and inspection expertise to provide you with not just an assessment of your structures today, but guidelines and recommendations to improve their service life.





SAFE's industry leading inspection services can locate and identify numerous defects and potentially damaging situations including:

- Cracks in the critical structure welds
- External and internal corrosion as well as potential drainage issues
- Cracking and spalling in concrete foundations
- Mechanical and vehicular damage
- Loose, missing, and cracked anchor rods and/or nuts
- Incorrect structural modifications
- Condition of luminaires and supporting mount
- Overall plumbness of structure
- Coating, galvanizing, and paint damage
- Assessment of corrosion and metal loss
- Wood pole deterioration, rot, and insect damage



Whether you manage a high school football stadium, a college baseball field or own a lighted commercial property, the inspection and assessment of these structures is a critical first step in your overall maintenance program.

Field Repair/Remediation/Structural Reinforcement

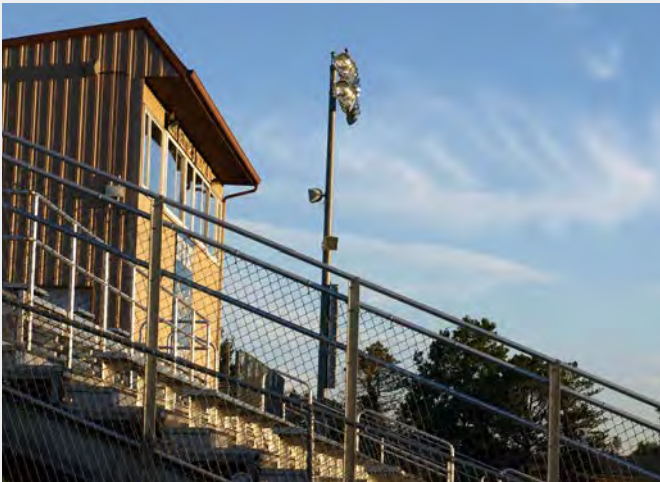
If inspection or damage to your poles necessitates repair or reinforcement, the experienced field service personnel at **SAFE** are ready to assist nationwide.

SAFE's field services teams can perform a broad range of repairs/reinforcements to both sports and area lighting structures nationwide, including:

- Toe crack and weld repairs
- Gusset and reinforcement plate installation
- Galvanizing and paint/coating repairs
- Corrosion remediation and recoating
- Weep hole and drainage installation
- Grout installation and/or repair
- Anchor rod installation
- Foundation modification and repair



SAFE personnel have field modified and reinforced numerous structures across the United States in the past twenty years. From initial inspection through material procurement, field execution, and final inspections, **SAFE** has the expertise to help you navigate the process of improving the structural integrity of your pole structures.



SAFE is committed to service and product excellence which is reflected from your first interaction with our staff to the initial inspection of your structures and the improved, efficient lighting of your field. **SAFE** is dedicated to the integrity and safety of your structures and the people whose activities they illuminate.

Identify and fix problems before they progress and are detrimental to your structures and facilities. How? Call **SAFE** at **570-359-3293** or email us at **sales@rts-safe.com** today.



SAFE

STADIUM AND FACILITY EVALUATION

 www.rts-safe.com | Drums, PA | 570-359-3293 



SAFE

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New Lighting Pole Design Standard Published by ASCE

The American Society of Civil Engineers (ASCE) has released ASCE 72-21, Design of Steel Lighting System Support Pole Structures. Prepared by the Codes and Activities Division of the Structural Engineering Institute of ASCE, the inaugural standard provides design parameters applicable to lighting pole structures.

ASCE STANDARD
ASCE 72-21

Design of Steel Lighting System Support Pole Structures

ASCE



The consensus standard covers proper specification and/or development of the various loads and load combinations to be applied to lighting support poles as well as safe load resistance requirements.

Special design issues include structure deflection, vibration, and fatigue. Issues related to fabrication and installation, as well as critical ongoing inspection and maintenance best practices are also addressed.

ASCE 72-21 unifies the core body of best practice knowledge available in the structural engineering community and provides public and private agencies, practicing engineers, installers, and facility owners a consistent roadmap. It is the committee's intent that the International Building Code (IBC) will ultimately recognize and adopt the standard. The standard is now available to purchase on ASCE's website.

SAFE has the expertise to help you navigate the complicated process of ensuring the structural integrity of your structures and improving your facility's lighting. No corners cut, no guesswork - just experience and quality combined to guarantee project success. Learn more about how we can help you achieve your lighting and structural safety goals.

Call 570-359-3293 or email sales@rts-safe.com.



NEW BUSINESS:

AGENDA ITEM # 7892

Discussion with Action: Set the Public Hearing Date for June 20, 2023, for the Town Council to consider amendments to Ch. 78, Art. VI, Sec. 78-869 (b) (2); 78-870 (b); 78-871 (c) (1), (2) and renumber existing (2) and (3). These amendments propose changes to the NC3 District setback, multifamily, and parking standards.

Chair: Shawn O'Neill

**TO: Old Orchard Beach Town Council
Diana Asanza, Town Manager
Tim Fleury, Executive Assistant**
FROM: Planning Department
SUBJECT: Short Term Rental Ordinance Amendments
REQUEST: Schedule Public Hearing for 20 June
DATE: 6 June 2023

This item proposes zoning ordinance amendments associated with the NC3 District. The amendments propose the following: 1. Allow multifamily building to have units on the sidewalk level; 2. Reduce principal and accessory building setbacks; and 3. Exempt on-site, off-street parking for residential and nonresidential uses. The amendments are proposed by the owners of 20 and 23 Washington Ave.

The NC3 District is one of the smallest zoning districts in OOB, consisting of nine properties in the Washington Ave./Atlantic Ave. intersection area. Uses are a mix of multifamily residential and nonresidential.

The applicant for the amendments is NERG Realty LLC, property owners of 23 Washington Ave (The Local) and 20 Washington Ave (multifamily, laundromat). Planning worked with the applicant to develop the amendment language.

Amendment Summary, Planning Board Action, Next Steps

Amendment Summary

1. Sec. 78-869 are amendments associated with the prohibition of sidewalk level dwelling units for multifamily uses in the NC3. To allow sidewalk level dwelling units, “on any floor except sidewalk level” is proposed to be deleted. This means that prohibition will no longer apply and dwelling units will be allowed on the sidewalk level for multifamily buildings in the NC3.

The applicant is requesting this amendment so they can establish a dwelling unit at sidewalk level on the property at 20 Washington Ave.

2. Sec. 78-870 are amendments associated with building (e.g., The Local) setbacks in the NC3. Side setbacks reduced to 5’ (currently 15’ principal and 10’ accessory structure) and rear setbacks to 10’ (currently 20’ principal and 15’ accessory structures) for principal and accessory structures.

The applicant is requesting this amendment so they can expand the building located at 23 Washington Ave. Note: a similar setback reduction amendment was introduced to the PB during 2021. No action was taken at that time.

3. Sec. 78-871 are amendments associated with the parking standard in the NC3. The amendments exempt expansions of existing residential and nonresidential buildings and uses in the NC3 from on-site, off-street parking requirements if an applicant can demonstrate on-site, off-street parking is not available.

This amendment is proposed because current ordinance language allows the exemption for nonresidential uses only if the lot has frontage adjacent to on-street public parking. Based on my review I believe the 23 Washington Ave. lot does not have on-street public parking available along its frontage so the use would not qualify for the exemption. This means any expansion will need on-site parking which will be difficult to secure. To resolve this, a specific standard for NC3 parking has been created and the frontage requirement removed. So, with this amendment, as long as on-street public parking exists anywhere in the NC3 the expansion will qualify for the on-site parking exemption.

In addition to the nonresidential use exemption, the applicant requests the same be applied to residential. Current ordinance language does not have the exemption for residential uses. To address this request, I adjusted language by adding “if the property owner can document on-site off-street parking is not available” at the end of (2).

Planning Board Action

To date, the Planning Board held a public hearing and voted to recommend Council approve all amendments. The Board had concerns about the changes to the amended parking standard (Sec. 78-871) and requested a change to the proposed language so the parking exemption is only applicable to existing buildings.

Next Steps

The Council’s next step is to decide if they’d like to move forward with the proposed amendment language and if so, schedule a public hearing. Scheduling a workshop is an option, too.

Background Information

Zoning, Land Use, Comp Plan

When reviewing zoning ordinance amendments, we consider how the amendment is consistent with current zoning, existing land use, and the comprehensive plan. Review below.

1. Current Zoning

The amendments are associated with property in the NC3 District which is one of four neighborhood commercial districts. The neighborhood commercial districts purpose is “to provide for the continuation and/or establishment of businesses and services, which support and complement the character of surrounding residential neighborhoods.” Uses allowed in the NC3 include residential and nonresidential. Multifamily uses are allowed in the NC3 but the use cannot have dwelling units on the sidewalk level. Restaurants serving alcoholic beverages are allowed in the NC3.

Current setbacks in the NC3 for accessory and principal structures are: 20’ front (all structures); 10’ side and 15’ rear (accessory); 15’ side and 20’ rear (principal).

Where the town has established on-street parking on public streets within the neighborhood commercial districts (including NC3), new development of nonresidential properties fronting such facilities are exempt from the required amount of off-street parking.

2. Existing Land Use

Existing land uses in the NC3 include multifamily, mixed residential/nonresidential, convenience store, restaurant, laundromat.

3. Comp Plan

According to the adopted comp plan, the neighborhood commercial districts (NC3 included) primary objective is to meet daily needs of nearby residents reducing local reliance on automobile use. “Since minimal automobile use is expected by neighborhood residents, parking requirements should be adequately met by available on-street spaces.” “Uses in these areas might include mom & pop stores, small laundromats, beauty parlors, and barber shops, among other uses.” The neighborhood commercial districts are intended to be overlay districts with the underlying district controlling space and bulk.

The comp plan has 61 overall community goals that outline a basic philosophy of what OOB should be in the future. These goals are under the umbrella of varied subjects such as General Growth, Transportation, and Recreation.

Zoning, Land Use, Comp Plan Analysis

1. Current Zoning

Currently, many residential and nonresidential uses are allowed in the NC3 including the two uses (restaurant and multifamily) located on the applicant's properties. Regarding multifamily, this use is allowed although it's specifically noted as follows: "Multifamily dwellings, on any floor except at sidewalk level." I assume prohibition of residential units on the sidewalk level was to encourage business development, but I found nothing to support this assumption (e.g., comp plan recommendation).

Regarding setbacks, nine properties are in the NC3 District and all do not meet setbacks in some manner. In fact, some buildings are practically on property lines.

On-street parking is allowed if the new development is nonresidential and the lot being developed is fronting on-street public parking. This exemption does not apply to residential.

Regarding the amendment's consistency with existing zoning, they are not entirely consistent because they will allow residential units on sidewalk level and residential on-street parking. The amendments associated with nonresidential, I believe, are consistent because existing zoning seeks to encourage nonresidential uses in the NC3.

2. Existing Land Use

I believe the primary question associated with existing land use- do multifamily dwellings exist and do they have dwellings on the sidewalk level. The answer is they do exist and all properties that have multifamily also have units on the sidewalk level. Six of the nine properties in the NC3 are multifamily and all but the applicants have sidewalk level dwelling units. In my opinion, this amendment is consistent with existing land uses in the NC3.

Regarding setbacks, all existing buildings do not meet front, side, or rear setbacks. Some buildings do not meet all three setbacks. In my opinion, this amendment would not create anything different than what already exists.

Regarding parking, property in NC3 have little parking available on-site. Therefore, the majority of vehicles park on-street. Having been through this neighborhood many times, year-round, I have not observed any consistent problems with parking. It's certainly not perfect, but it's hard to be perfect in older, built-out neighborhoods.

Overall, I feel the proposed amendments are consistent with existing land use.

3. Comp Plan

Interestingly, the neighborhood commercial districts were identified as overlay district in the comp plan's future land use plan. When the comp plan's future land use plan was implemented (i.e., new ordinances and zoning map developed to reflect comp plan goals and policies), this changed and the neighborhood commercial areas became formal zoning districts, not overlays. With the comp plan recommending overlays, I believe the intent was hybrid districts with commercial as the overlay and whatever the underlying district required which in most cases was likely residential. Unfortunately for the neighborhood commercial district, the comp plan focuses on the underlying district and there's little guidance for the neighborhood commercial overlays. What this all means is the comp plan's goals and policies for the neighborhood commercial district is only partially reflected in what was implemented and the key portion that was not included with implementation is the underlying zone. Therefore, it's difficult to rely on the comp plan's future land use plan for 100% accurate guidance.

Regarding consistency with comp plan community goals, we believe the ordinance amendments are supported by several comp plan goals including:

- *Encourage compact neighborhood commercial centers in appropriate locations throughout the Town and in new growth areas.*
- *Promote a wide variety of housing opportunities to meet the needs of various types of households and various income levels.*

Because implementation of the comp plan's future land use plan was not entirely consistent with the comp plan goals and policies (at least regarding the neighborhood commercial districts) it's difficult to say the proposed amendments are not consistent because the comp plan essentially is silent. Where the comp plan isn't silent is the overall neighborhood commercial district vision and the comp plan goals to which I believe the amendments are consistent.

Dear Town Council and Planning Board;

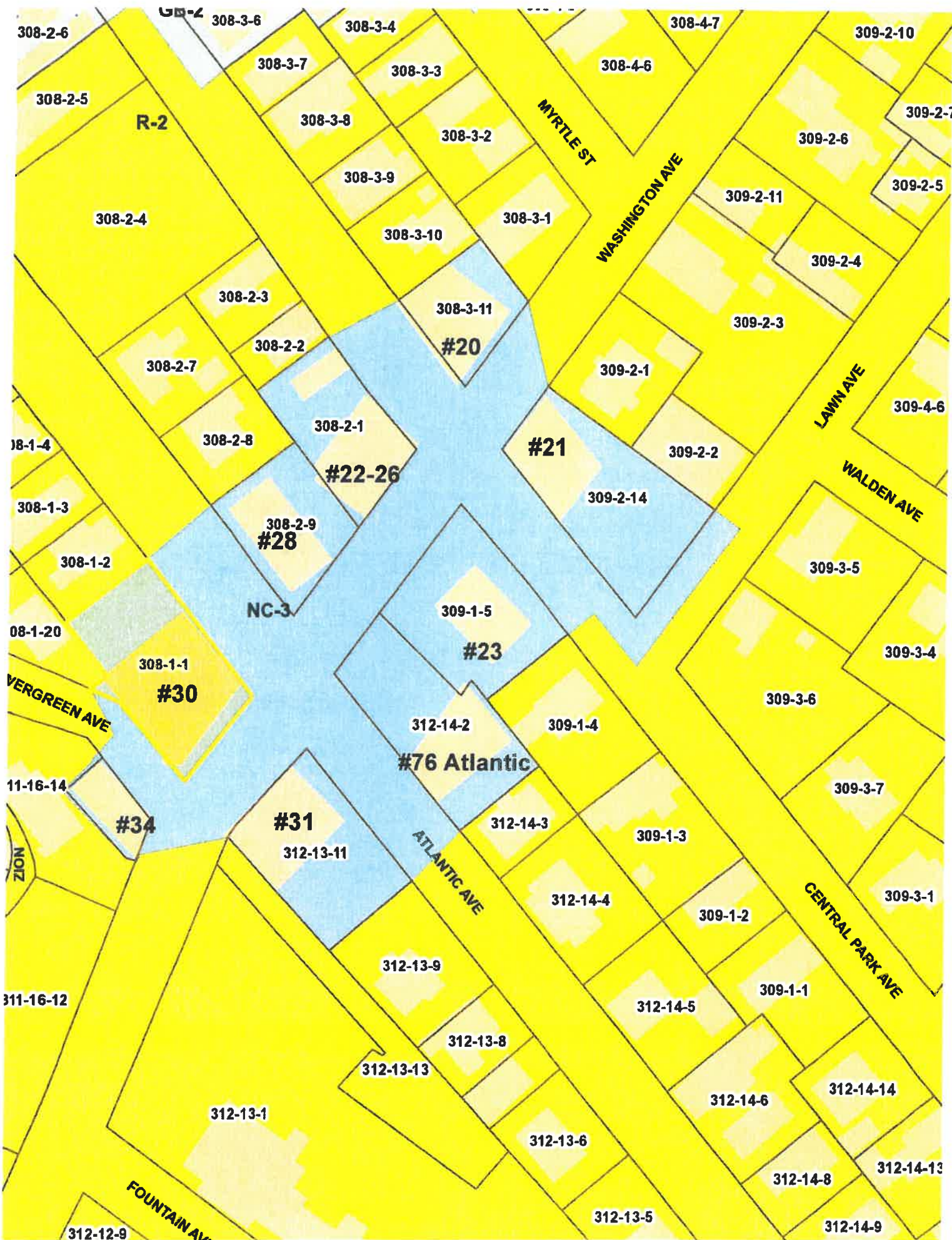
We are a Family who considered Old Orchard Beach our second home for a few generations and many years ago we had decided to invest in a community we cared about. We had an opportunity to invest in the Washington Avenue area and knowing a little about its history we were excited.

We had the unfortunate timing of trying to establish “The Local Eatery & Tap” a restaurant located at 23 Washington Ave in March of 2020 and that created a set back for us. Like many restaurant establishments we are slowly recovering, but trying to find ways to enhance our business. The outdoor seating which the Town allowed was a tremendous help and wanting to extend it beyond the summer season we came up with a plan to make a 3-season area attached to the building. In our attempt to design a small area like that, the major obstacle was the dimensional setbacks.

We would like to propose some zoning revisions to help use revitalize an area we have a vested interest in. We have surveyed all the properties in the NC3 zoning district and discovered the vast majority of structures in the area, do not meet any of the dimensional requirements or some even have zero set back. This revision would allow us to expend the capabilities of the restaurant and hopefully keep our vision of the area going.

The other area of the zoning revision would allow residential use on the ground level in the NC3 zoning district. The picture survey we have provide will show that 99% of the structures have a residential use on the ground level. Another one of our properties has 2 commercial space on the ground level, one which is a laundromat and one which has been vacant for well over 10 years. We have attempted to market the location and there has been zero viable tenants. We feel by removing that restriction we would have the option to add a residential unit with literary no impact. We feel there is plenty of off-street parking on all the streets and this would only help with the revitalization of the area.

We humble ask for you to understand our position and that we are in line with the Towns vision for that area. We were in involved with the Town’s plan to rebrand that area “Washington Square” a few years back. The new basketball courts and us opening The Local Eatery & Tap, we felt put the plan in motion in helping to bring some new life to the area. We feel that these revisions will aid in the revitalization of the area.





34 Washington Ave

Parcel ID

311 - 16- 15

Dimensional setbacks from property line

North(Right) - 0'

South(Left) - 2'

East(Front) - 0'

West(Back) - 1'



30 Washington Ave

Parcel ID

308 - 1 - 1

Dimensional setbacks from property line

North(Right) – 0' to 3'

South(Left) – 3'

East(Front) – 5'

West(Back) – 37'



28 Washington Ave

Parcel ID

308 - 2 - 9

Dimensional setbacks from property line

North(Right) - 26'

South (Left) - 7.5'

East(Front) - 0'-5'

West(Back) - 9.5'



22-26 Washington Ave

Parcel ID 308 - 2 - 1

Dimensional setbacks from property line

North (Right) - 0'

South (Left) - 0' To 5'

East(Front) - 0'

West(Back) - 46' To 49'



20 Washington Ave Parcel ID 308 - 3 - 11

Dimensional setbacks from property line

North (Right) - 13'-23' South (Left) - 0'

East (Front) - 3' West (Back) - 0'



31 Washington Ave

Parcel ID

312 - 13 - 2

Dimensional setbacks from property line

North(Left) - 11'

South(Right) - 0'

East(Back) - 53'

West(Front) - 0'



76 Atlantic Ave

Parcel ID

312 - 14 - 2

Dimensional setbacks from property line

North(Left) - 1'

South(Right) - 0'

East(Back) - 28'

West(Front) - 68'



23 Washington Ave

Parcel ID

309 - 1 - 5

Dimensional setbacks from property line

North(Left) - 16'

South(Right) - 25'

East(Back) - 18.5'

West(Front) - 25'



21 Washington Ave

Parcel ID

309 – 2 – 14

Dimensional setbacks from property line

North(Left) – 7' to 15.5'

South(Right) – 0'

East(Back) – 72'

West(Front) – 0'

AGENDA ITEM # 7893

Discussion with Action: Shall the Town consider amendments to the Code of Ordinances, Chapter 54, Traffic and Vehicles, Section 187, Restrictions and Prohibitions, Old Orchard Street, by adding one ten-minute parking spot in front of 33 Old Orchard Street (MBLU 206-31-6) and one ten-minute parking spot in front of 28-30 Old Orchard Street (MBLU 205-4-4).

(Council recommended changing to four (4) 15-minute parking spaces.)

Chair: Shawn O'Neill

The option of two 10 minute parking spaces is based on Councilor Blow's initiative and a request from a business owner to assist local establishments on Old Orchard St, and to enable short term parking and accommodate pickup of goods from local businesses. Currently, only two hour parking is available on Old Orchard Street whereby patrons are required to pay for parking. This is cost prohibitive for someone simply picking up items from one of the many businesses on the street. The addition of two 10 minute parking spaces will benefit patrons as well as the many local businesses in the area. Upon closer examination of parking in the area we determined that the most effective location for the two parking spaces would be to locate one on each side near the middle of Old Orchard Street (Halfway up the hill), in order to equally accommodate businesses on the upper and lower half of the street. The spaces we have recommended allow for easier entry and exit as they are both nearby the intersection of Seavey Street and are the last spot prior to the area of the intersection.

One parking space would be located in front of 33 Old Orchard Street (MBLU 206-31-6),

One parking space would be located in front of 28-30 Old Orchard Street (MBLU 205-4-4)

Sec. 54-187. - Restrictions and prohibitions.

Old Orchard Street. Two-hour parking only shall be allowed on both sides of Old Orchard Street. There shall be one handicap parking space between Milliken Street and the railroad tracks on the left side (facing the ocean). See also [section 54-113](#) and Town Hall in this section. **There shall be one 10 minute parking space in front of 33 Old Orchard Street (MBLU 206-31-6). There shall be one 10 minute parking space located in front of 28-30 Old Orchard Street (MBLU 205-4-4).**

Commentary:

Justification for the two 10 minute parking spaces is based on requests we have received from local establishments along Old Orchard Street to enable short term parking and accommodate pickup of goods from local businesses.

Currently, only two hour parking is available on Old Orchard Street whereby patrons are required to pay for parking. This is cost prohibitive for someone simply picking up items from one of the many businesses on the street. The addition of two 10 minute parking spaces will benefit patrons as well as the many local businesses in the area.

Upon closer examination of parking in the area we determined that the most effective location for the two parking spaces would be to locate one on each side near the middle of Old Orchard Street (Halfway up the hill), in order to equally accommodate businesses on the upper and lower half of the street. The spaces we have recommended allow for easier entry and exit as they are both nearby the intersection of Seavey Street and are the last spot prior to the area of the intersection.

One parking space would be located in front of 33 Old Orchard Street (MBLU 206-31-6),
One parking space would be located in front of 28-30 Old Orchard Street (MBLU 205-4-4)

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

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on May 16th, 2023, at 6:30 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, Section 54-187, Restrictions and Prohibitions, Old Orchard Street, by adding the underscored language as follows:

Old Orchard Street. Two-hour parking only shall be allowed on both sides of Old Orchard Street. There shall be one handicap parking space between Milliken Street and the railroad tracks on the left side (facing the ocean). See also [section 54-113](#) and Town Hall in this section. There shall be one 10 minute parking space in front of 33 Old Orchard Street (MBLU 206-31-6). There shall be one 10 minute parking space located in front of 28-30 Old Orchard Street (MBLU 205-4-4).

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

A True Copy
Attest:

Kim M. McLaughlin, Town Clerk

AGENDA ITEM # 7894

Discussion with Action: Cancel the regular meeting of the Old Orchard Beach Town Council on Tuesday, July 4th, 2023 in recognition of the July 4th holiday.

Chair: Shawn O'Neill

AGENDA ITEM # 7895

Discussion: Introduce ordinance amendments associated with the Housing Opportunity Program. This program is associated with state law LD2003 which seeks to increase housing opportunities by encouraging the production of housing.

Chair: Shawn O'Neill

**TO: Old Orchard Beach Town Council
Diana Asanza, Town Manager
Tim Fleury, Executive Assistant**
FROM: Planning Department
SUBJECT: Housing Opportunity Program Amendments
REQUEST: Council Introduction, Review Draft Ordinance
DATE: 6 June 2023

This is an introduction to the proposed Housing Opportunity Program Conditional Use draft ordinance. The purpose of this Chapter 78 zoning ordinance amendment is to comply with the requirements of the state law that came out of the legislation that was referred to as LD 2003. Municipalities are required to meet the minimum requirements in the rule. This proposed ordinance was drafted to meet these requirements using the adopted rule and LD 2003 Guidance document.

What is the state law that requires this amendment?

- Governor Mills signed LD 2003 into law on April 27, 2022 (*P.L. 2021, c. 672, entitled, An Act To Implement the Recommendations of the Commission To Increase Housing Opportunities in Maine by Studying Zoning and Land Use Restrictions*).
- The rule includes language that “if a municipality does not adopt ordinances to comply with P.L. 2021 Ch. 672, this legislation will preempt municipal home rule authority.”
- The first LD 2003 Guidance document in October 2022 and there were multiple questions within this guidance document that were to be addressed during State rulemaking.
- The draft State rules for the Housing Opportunity Program were posted earlier this year for a March 1, 2023 public hearing, along with an updated LD 2003 Guidance document.
- The final rules were not adopted until April 18, 2023.

Background Information

What is the Housing Opportunity Program?

According to the State rules, the goal of this program is to increase housing opportunities by encouraging the production of housing. This new rule requires municipalities to create or amend ordinances to allow for three main provisions:

- A. Additional density for affordable housing developments in certain areas; (referred to as Affordable Housing Density in proposed ordinance);
- B. Multiple dwelling units on lots designated for housing; (referred to as Dwelling Unit Allowance in proposed ordinance);
- C. One accessory dwelling unit located on the same lot as a single-family dwelling unit in any area where housing is permitted; (referred to as Accessory Dwelling Unit (ADU) in proposed ordinance).
- D. I added an additional requirement that dwelling units created under this section shall not be used for short-term rentals. Why?
 - It appears units created under the affordable housing density couldn’t be used for short-term rentals anyway because of affordability restrictions, but this is another way to ensure this restriction would apply to all units being created under this new ordinance.
 - This will keep other new units created under this ordinance from being used as short-term rentals.
 - Since some growth areas in which units can be created are more residential, this is one way to protect neighbors from multiple units or an ADU from being built and operating more as a lodging establishment.
 - I think this is especially important where we don’t have a short-term rental ordinance to regulate this.

What is our goal with this ordinance?

The goal for this ordinance is to meet the state law requirements while also having some regulations to help protect neighborhoods where units could be created under this ordinance. In some cases, under this proposed ordinance as required, lots will be allowed a higher density than currently allowed under our zoning ordinance, which has the potential to have greater impacts to surrounding properties. This will also give the opportunity for review to help ensure proposals comply with our MS4 requirements and shoreland zoning if applicable.

Which proposals will this ordinance apply to?

- Any units proposed under the Housing Opportunity Program would require review under this ordinance, which would include proposals for affordable housing developments, the dwelling unit allowance, or an accessory dwelling unit.
- As a conditional use all units created under this Housing Opportunity Program ordinance will require PB review.

How will the proposed ordinance impact how dwelling units proposed under the existing ordinance are reviewed?

Units currently allowed under our existing ordinance would continue to be reviewed as they are now. The existing ADU section will be struck out and proposed ADUs will then only be allowed under this new Housing Opportunity Program. This ordinance will only apply to units being created under this Housing Opportunity Program.

Review Process:

The PB began review of this draft ordinance at their 11 May 2023 meeting. A PB workshop was scheduled for 1 June 2023, with discussion scheduled for 8 June 2023. I anticipate the PB will schedule a public hearing for the 13 July PB meeting.

What are the different parts to this proposed Housing Opportunity Program Ordinance?

1. Purpose

This identifies that this ordinance is to meet the State's Housing Opportunity Program; the three main provisions (affordable housing density, dwelling unit allowance, and accessory dwelling unit); and the short-term rental restriction for units created under this ordinance.

2. Applicability

This outlines how the ordinance applies to dwelling units proposed to be created under this ordinance:

- This does not allow dwelling units to be developed on nonconforming lots, within nonconforming structures, or on lots with nonconforming uses.
- Allows the use of accessory dwelling units approved by the Town and constructed before the adoption of this ordinance to continue.
- This does not exempt units developed under this ordinance from the following:
 - Easements, covenants, and deed restrictions, or other agreements
 - Subdivision rules
 - Shoreland zoning
 - State minimal lot requirements, Title 12, Chapter 423-A (subsurface wastewater)

3. Definitions

This provides definitions for terms exclusive to the Housing Opportunity Program.

4. Performance standards

This outlines Performance Standards that apply to all dwelling units created under this ordinance:

- Water and wastewater requirements
 - Requires written verification to be submitted showing that proposed units are connected to adequate water and wastewater prior to units being certified for occupancy.
- Specific parking requirements
 - Affordable Housing Development
 - Minimum of two (2) off-street parking spaces for every three (3) dwelling units.
 - Dwelling Unit Allowance
 - Minimum number of off-street parking spaces as required by Ch. 78 Zoning
 - Accessory Dwelling Unit
 - Not subject to any additional off-street parking space requirements beyond the parking requirements of the single-family dwelling unit, except for any other units or uses requiring parking on the lot where the accessory dwelling unit is located as required by Ch. 78 Zoning.
- Unit addressing for E-911
 - Requires that road names and addressing are approved by the Town Assessor for the purpose of E-911 addressing.

5. Affordable Housing Density

This allows a density bonus for certain affordable housing developments approved after July 1, 2023 that meet specific criteria:

- It has to meet the affordable housing development definition which outlines specific requirements:
 - Requires a majority of the units be affordable
 - For rental housing, a development in which a household whose income does not exceed 80% of the median income for the area.
 - For owned housing, a development in which a household whose income does not exceed 120% of the median income for the area.
- It also has to be:
 - Be in a designated growth area as identified in the comprehensive plan or served by a public, special district or other centrally managed water system and a public, special district or other comparable sewer system;
 - Located in an area where multifamily dwellings are allowed
 - Have a restrictive covenant to ensure long term affordability for at least thirty (30) years
- The growth areas where Multifamily housing is allowed are R2, R3, R4, DD1, DD2, GB1, GB2, NC1, NC2, NC3, ID, BRD, RBD, PMUD
- If a proposed affordable housing development meets the requirements they can have a dwelling unit density that is 2.5 times more than the zoning district the lot is located in.
- Allows for reduced parking: Minimum of two (2) off-street parking spaces for every three (3) dwelling units.

6. Dwelling Unit Allowance

This allows for multiple dwelling units on lots where housing is allowed beginning on July 1, 2023. The number of units that can be developed is determined by the number of existing dwelling units on the lot and whether or not the lot is located within a designated growth area.

- Growth areas identified in the comprehensive plan are R1, R2, R3, R4, R5, DD1, DD2, GB1, GB2, NC1, NC2, NC3, NC4, ID, BRD, RBD, PMUD
- The number of dwelling units allowed under this ordinance (Table from ordinance included below):

Number of existing dwelling units on lot in area in which housing is allowed	Max number of additional dwelling units	
0	Lot in designated growth area	Lot outside designated growth area
	Up to Four (4)	Up to Two (2) within one structure or as two separate structures
1	Up to Two (2): one within or attached to existing structure, one detached from existing structure, or one of each	
2	Zero (0)	

This Dwelling Unit Allowance also requires:

- If more than one dwelling unit has been constructed on a lot as a result of the allowance pursuant to this allowance or an ADU, the lot is not eligible for any additional units or increases in density.
- If a dwelling unit(s) in existence as of July 1, 2023 is torn down, resulting in an empty lot, for the purpose of the dwelling unit allowance in this section, the lot shall be treated as if the unit still existed, unless prior authorization for the demolition and dwelling unit allowance is given by the planning board, in which the board will determine the maximum number of dwelling units allowed not to exceed the allowances in this section.

7. Accessory Dwelling Unit

The Accessory Dwelling Unit (ADU) provision allows for one accessory dwelling unit to be located on the same lot as a single-family dwelling unit in any area where housing is permitted.

- The rule requires us to exempt ADUs from density, lot area requirements, and any additional parking requirements.
- An ADU can be constructed:
 - Within the existing single-family dwelling unit or accessory structure on the lot;
 - Attached to a single-family dwelling unit; or
 - As a new structure on the lot for the primary purpose of creating an accessory dwelling unit
- New structures constructed to be an ADU need to meet accessory structure dimensional requirement (setback), unless within or attached to a single-family structure it needs to meet that districts single-family dwelling setback requirements.
- ADUs can't exceed 50 percent of the floor area of the single-family dwelling unit, up to a maximum total floor area of 1,000 square feet, or whichever is less.
- ADUs also can't exceed the height of the single-family dwelling or contain more than two bedrooms.
- ADUs must meet the below performance standards as part of the permitting requirements:
 - An accessory dwelling unit shall remain in common ownership with the single-family dwelling unit.
 - The owner of the lot on which the single-family dwelling unit is located must reside in the single-family dwelling unit or the ADU, either of which residence may be seasonal.
 - The ADU and the single-family dwelling unit must be held in the same ownership. An ADU shall not be sold separately from the single-family dwelling unit.
 - The facade of any building cannot be modified to build an ADU.

- Aboveground exterior mechanical equipment associated with the ADU cannot be located within any required setbacks and shall be shielded to protect neighboring properties.
- An ADU shall not be permitted to have a rooftop deck.
- To improve compatibility with neighborhoods, ADUs shall be built with an orientation, scale, and architectural style that reflects the predominant pattern existing in the neighborhood, preserves privacy for neighbors and for the occupants of the principal and accessory dwelling unit.

11. Important points

- All units proposed under this Housing Opportunity Program will require Planning Board review as a Conditional Use.
- Developers cannot double count bonuses from the Dwelling Unit Allowance and Accessory Dwelling Unit. If a lot has had a dwelling unit constructed using the Dwelling Unit Allowance or Accessory Dwelling Unit, the lot is not eligible for any additional units or increases in density.
- The language in the law regarding Accessory Dwelling Units is “a municipality shall allow an accessory dwelling unit to be located on the same lot as a single-family dwelling unit in any area in which housing is permitted,” and “At least one accessory dwelling unit must be allowed on any lot where a single-family dwelling unit is the principal structure.”
- The guidance document states that a conditional use shall be viewed as a permitted use.
- The existing ADU conditional use section will be deleted, and this Housing Opportunity Program ordinance will allow them with less restrictions than our existing ADU ordinance.
- In regards to the ADU we need to be careful that we aren’t establishing criteria that are more restrictive than the conditions outlined in the law.
- The parking listed is as required in the law. The biggest impact is that an accessory dwelling unit may not be subject to any additional parking requirements beyond the parking requirements of the single-family dwelling unit.

CHAPTER 78 AMENDMENTS – HOUSING OPPORTUNITY PROGRAM (LD 2003)
Town Council Introduction (6 June 2023)

Amendments to Chapter 78, Article VII, Division 2 – Conditions, Section 78-1272 – Housing Opportunity Program (all language is new)

Sec. 78-1272 Housing Opportunity Program

1. Purpose

The purpose of this section is to meet the requirements of the State of Maine Housing Opportunity Program to allow for the following:

- A. Additional density for affordable housing developments in certain areas (Affordable Housing Density);
- B. Multiple dwelling units on lots designated for housing (Dwelling Unit Allowance); and
- C. One accessory dwelling unit located on the same lot as a single-family dwelling unit in any area where housing is permitted (Accessory Dwelling Unit).
- D. Dwelling units created under this section shall not be used for short-term rentals.

2. Applicability

The regulations in this ordinance shall apply to any affordable housing development, dwelling unit, or accessory dwelling unit proposed to be developed under the Housing Opportunity Program, except as otherwise outlined in this section.

- A. Affordable housing developments, dwelling units, and accessory dwelling units proposed under this section shall not be allowed to be developed on nonconforming lots, within nonconforming structures, or on lots/structures with nonconforming uses.
- B. Accessory dwelling units approved by the town of Old Orchard Beach and constructed before the adoption of this ordinance shall be allowed to continue.
- C. This section does not:
 - 1) Abrogate or annul the validity or enforceability of any valid and enforceable easement, covenant, deed restriction or other agreement or instrument between private parties that imposes greater restrictions than those provided in the State rule, as long as the agreement does not abrogate rights pursuant to the United States Constitution or the Constitution of Maine;
 - 2) Exempt a subdivider from the requirements in Title 30-A, Chapter 187, subchapter 4;
 - 3) Exempt an affordable housing development, a dwelling unit, or accessory dwelling unit from the shoreland zoning requirements established by the Department of Environmental Protection pursuant to Title 38, Chapter 3 and local shoreland zoning ordinances; or
 - 4) Abrogate or annul minimum lot size requirements under Title 12, Chapter 423-A.

3. Definitions exclusive to the Housing Opportunity Program

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

Accessory dwelling unit: a self-contained dwelling unit located within, attached to or detached from a single-family dwelling unit located on the same parcel of land.

Affordable housing development:

1. For rental housing, a development in which a household whose income does not exceed 80% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8, as amended, can afford a majority of the units that the developer designates as affordable without spending more than 30% of the household's monthly income on housing costs; and
2. For owned housing, a development in which a household whose income does not exceed 120% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8, as amended, can afford a majority of the units that the developer designates as affordable without spending more than 30% of the household's monthly income on housing costs.
3. For purposes of this definition, “majority” means more than half of proposed and existing units on the same lot.
4. For purposes of this definition, “housing costs” include, but are not limited to:
 - a) For a rental unit, the cost of rent and any utilities (electric, heat, water, sewer, and/or trash) that the household pays separately from the rent; and
 - b) For an ownership unit, the cost of mortgage principal and interest, real estate taxes (including assessments), private mortgage insurance, homeowner’s insurance, condominium fees, and homeowners’ association fees.

Area median income: The midpoint of a region’s income distribution calculated on an annual basis by the U.S. Department of Housing & Urban Development.

Attached: Connected by a shared wall to the principal structure or having physically connected finished spaces.

Base density: The maximum number of units allowed on a lot not used for affordable housing based on dimensional requirements in a local land use or zoning ordinance. This does not include local density bonuses, transferable development rights, or other similar means that could increase the density of lots not used for affordable housing.

Centrally managed water system: A water system that provides water for human consumption through pipes or other constructed conveyances to at least 15 service connections or serves an average of at least 25 people for at least 60 days a year as regulated by 10-144 C.M.R. Ch. 231, Rules Relating to Drinking Water. This water system may be privately owned.

Certificate of occupancy: The municipal approval for occupancy granted pursuant to 25 M.R.S. § 2357-A or the Maine Uniform Building and Energy Code adopted pursuant to Title 10, chapter 1103. Certificate of occupancy may also be referred to as issuance of certificate of occupancy or other terms with a similar intent.

Comparable sewer system: Any subsurface wastewater disposal system that discharges over 2,000 gallons of wastewater per day as regulated by 10-144 C.M.R. Ch. 241, Subsurface Wastewater Disposal Rules.

Comprehensive plan: A document or interrelated documents consistent with 30-A M.R.S. § 4326(1)-(4), including the strategies for an implementation program which are consistent with the goals and guidelines established pursuant to Title 30-A, Chapter 187, Subchapter II.

Density requirements: The maximum number of dwelling units allowed on a lot, subject to dimensional requirements.

Designated growth area: The area that is designated in a comprehensive plan as suitable for orderly residential, commercial, or industrial development, or any combination of those types of development, and into which most development projected over ten (10) years is directed.

Dimensional requirements: Numerical standards relating to spatial relationships, including but not limited to setback, lot area, shore frontage, road frontage, building coverage, lot coverage and height.

Dwelling unit: Any part of a structure which, through sale or lease, is intended for human habitation, including single-family and multifamily housing, condominiums, time-share units, and apartments.

Existing dwelling unit: A dwelling unit in existence on a lot at the time of submission of a permit application to build an additional unit on that lot

Housing: Any part of a structure which, through sale or lease, is intended for human habitation, including single-family and multifamily housing, condominiums, time-share units, and apartments. For purposes of this section, this does not include dormitories, boarding houses or other similar types of housing units. This also does not include transient housing or short-term rentals, unless these uses are otherwise allowed in local ordinance.

Land use ordinance: An ordinance or regulation of general application adopted by the municipal legislative body which controls, directs, or delineates allowable uses of land and the standards for those uses.

Lot: A single parcel of developed or undeveloped land.

Multifamily dwelling: A building containing three (3) or more dwelling units.

Potable: Safe for drinking as defined by the U.S. Environmental Protection Agency's (EPA) Drinking Water Standards and Health Advisories Table and Maine's interim drinking water standards for six different perfluoroalkyl and polyfluoroalkyl substances (PFAS), Resolve 2021 Chapter 82, Resolve, To Protect Consumers of Public Drinking Water by Establishing Maximum Contaminant Level for Certain Substances and Contaminants.

Principal structure: A structure in which the main or primary use of the lot is conducted. For purposes of this rule, principal structure does not include commercial buildings.

Restrictive covenant: A provision in a deed, or other covenant conveying real property, restricting the use of the land.

Setback requirements: The minimum horizontal distance from a lot line to the nearest point of a structure.

Short-Term Rental: Any building or structure, or portion thereof, that is offered or provided to a guest or guests to be used for living or sleeping for a fee for less than thirty (30) consecutive days, with the exception of

motels, hotels, bed and breakfast, inn's, overnight cabins, and campgrounds. Short-term rental units may be whole house, duplexes, multifamily, apartments, condominiums, condominium hotels/motels, and individual rooms or individual units in homes, duplexes, multifamily, apartments, condominiums, and condominium hotels/motels.

Single-family dwelling unit: A structure containing one (1) dwelling unit.

Structure: Anything temporarily or permanently located, built, constructed or erected for the support, shelter or enclosure of persons as defined in 38 M.R.S. § 436-A(12).

Zoning ordinance: A type of land use ordinance that divides a municipality into districts and that prescribes and reasonably applies different regulations in each district.

4. Housing Opportunity Program Performance Standards

The Housing Opportunity Program Performance Standards below apply to all dwelling units created under Section 78-1272:

A. Water and Wastewater Requirements

The owner of a proposed affordable housing development, dwelling unit, or accessory dwelling unit shall provide written verification that the affordable housing development, dwelling unit, and/or accessory dwelling unit is connected to adequate water and wastewater services prior to certification of the accessory dwelling unit for occupancy. Written verification must include the following:

1. If an affordable housing development, dwelling unit, or accessory dwelling unit is connected to a public sewer system, proof of adequate service to support any additional flow created by the unit(s) and proof of payment for the connection to the sewer system;
2. If an affordable housing development, dwelling unit, or accessory dwelling unit is connected to a septic system, proof of adequate sewage disposal for subsurface wastewater. The septic system must be verified as adequate by a local plumbing inspector pursuant to 30-A M.R.S. § 4221. Plans for a subsurface wastewater disposal must be prepared by a licensed site evaluator in accordance with 10-144 C.M.R. ch. 241, *Subsurface Wastewater Disposal Rules*.
3. If an affordable housing development, dwelling unit, or accessory dwelling unit is connected to a public water system, proof of adequate service to support any additional flow created by the unit, proof of payment for the connection and the volume and supply of water required for the unit; and
4. If an affordable housing development, dwelling unit, or accessory dwelling unit is connected to a well, proof of access to potable water, including the standards outlined in 01-672 C.M.R. ch. 10, section 10.25(J), *Land Use Districts and Standards*. Any test of an existing well or proposed well must indicate that the water supply is potable and acceptable for domestic use.

B. Parking

Parking shall be provided as follows for units created under the Housing Opportunity Program:

Housing Opportunity Program unit type	Parking requirement
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Affordable Housing Development	Minimum of two (2) off-street parking spaces for every three (3) dwelling units.
Dwelling Unit Allowance	Minimum number of off-street parking spaces as required by Ch. 78 Zoning.
Accessory Dwelling Unit	Not subject to any additional off-street parking space requirements beyond the parking requirements of the single-family dwelling unit, except for any other units or uses requiring parking on the lot where the accessory dwelling unit is located as required by Ch. 78 Zoning.

C. Addressing

The applicant shall show the road name(s) and address on the plan after consultation and approval by the town assessor, prior to any approval. The road name(s) and address shall be used for the purpose of E-911 addressing.

5. Affordable Housing Density

The Affordable Housing Density allows a density bonus for certain affordable housing developments approved on or after July 1, 2023, as outlined below:

A. Eligibility for Affordable Housing Density Bonus

For purposes of the Affordable Housing Density an applicant/owner shall demonstrate that the development:

- 1) Is an affordable housing development as defined in this section, which includes the requirement that a majority of the units are affordable;
- 2) Is in a designated growth area pursuant to 30-A M.R.S. § 4349-A(1)(A) or (B) or served by a public or other centrally managed water system and a public or other comparable sewer system;
- 3) Is located in an area in which multifamily dwellings are allowed, as described in Chapter 78, Article VI - Districts;
- 4) Complies with minimum lot size requirements in accordance with Title 12, chapter 423-A.

B. Long-Term Affordability

Prior to granting a certificate of occupancy or other final approval of an affordable housing development, the owner of the affordable housing development shall execute a restrictive covenant that is enforceable by a party acceptable to the Town, to be decided at the time of planning board approval; and record the restrictive covenant in the appropriate registry of deeds to ensure that for at least thirty (30) years after completion of construction:

- 1) For rental housing, occupancy of all the units designated affordable in the development will remain limited to households at or below 80% of the local area median income at the time of initial occupancy; and
- 2) For owned housing, occupancy of all the units designated affordable in the development will remain limited to households at or below 120% of the local area median income at the time of initial occupancy.

C. Density Bonus

If the requirements for eligibility for density bonus outlined under the Affordable Housing Density above are met, the following density bonuses are allowed:

- 1) An affordable housing development can have a dwelling unit density of 2.5 times the base density of the zoning district in which the lot is located; and
- 2) If fractional results occur when calculating this density bonus, the number of units is rounded down to the nearest whole number. The number of motor vehicle parking spaces may be rounded up or down to the nearest whole number.

6. Dwelling Unit Allowance

The Dwelling Unit Allowance allows for multiple dwelling units on lots where housing is allowed beginning on July 1, 2023, subject to the requirements below:

Number of existing dwelling units on lot in area in which housing is allowed	Max number of additional dwelling units	
	Lot in designated growth area	Lot outside designated growth area
0	Up to Four (4)	Up to Two (2) within one structure or as two separate structures
1	Up to Two (2): one within or attached to existing structure, one detached from existing structure, or one of each	
2	Zero (0)	

A. Applicability

- 1) If more than one dwelling unit has been constructed on a lot as a result of the allowance pursuant to Section 78-1272, 6, or 7, the lot is not eligible for any additional units or increases in density.
- 2) If a dwelling unit(s) in existence as of July 1, 2023 is torn down, resulting in an empty lot, for the purpose of the dwelling unit allowance in this section, the lot shall be treated as if the unit still existed, unless prior authorization for the demolition and dwelling unit allowance is given by the planning board, in which the board will determine the maximum number of dwelling units allowed not to exceed the allowances in this section.

B. Dimensional and setback requirements

Dimensional and setback requirements for dwelling units allowed pursuant to Section 78-1272, 6, shall meet the space and bulk requirements for the zoning district in which the lot is located.

7. Accessory Dwelling Unit

Accessory dwelling unit: a self-contained dwelling unit located within, attached to or detached from a single-family dwelling unit located on the same parcel of land.

A. Applicability

- 1) An accessory dwelling unit can be located on the same lot where a single-family dwelling unit is the principal structure in any area in which housing is allowed, provided the accessory dwelling unit permitting requirements outlined in Section 78-1272, 7, are met and shall be constructed only:
 - (a) Within the existing single-family dwelling unit or accessory structure on the lot;
 - (b) Attached to a single-family dwelling unit; or
 - (c) As a new structure on the lot for the primary purpose of creating an accessory dwelling unit
- 2) If more than one dwelling unit has been constructed on a lot as a result of the allowance pursuant to Section 78-1272, 6, or 7, the lot is not eligible for any additional units or increases in density. For the purposes of this provision the planning board will determine if a dwelling unit or accessory dwelling unit has been constructed on a lot.
- 3) Accessory dwelling units are exempt from density and lot area requirements related to the area in which the accessory dwelling unit is constructed;
- 4) Any new structure constructed on the lot to be an accessory dwelling unit must meet the existing dimensional requirements as required for an accessory structure in that zoning district.

B. Setback

- 1) An accessory dwelling unit located within the same structure as a single-family dwelling unit or attached to a single-family dwelling unit, shall meet the same dimensional and setback requirements as required for a single-family dwelling unit;
- 2) For an accessory dwelling unit permitted in an existing accessory structure or garage as of July 1, 2023, the setback requirements of the existing accessory structure or garage apply.

C. Size

- 1) An accessory dwelling unit must be a minimum of 190 square feet* but shall not exceed 50 percent of the floor area of the single-family dwelling unit, up to a maximum total floor area of 1,000 square feet, or whichever is less.
- 2) Floor area measurements shall not include unfinished attic, basement or cellar spaces nor public hallways or other common areas.
- 3) The floor area of the accessory dwelling unit shall not exceed 1,000 square feet and the unit shall not contain more than two bedrooms.
- 4) Total floor area of an accessory dwelling unit shall be measured from the interior faces of the inside walls.
- 5) The accessory dwelling unit shall not exceed the height of the single-family dwelling unless it is located in a Town approved accessory structure.

** unless the Technical Building Code and Standards Board, pursuant to 10 M.R.S. §9722, adopts a different minimum standard; if so, that standard applies.*

D. Performance standards

1. Accessory dwelling units established under Section 78-1272,7, shall meet the 78-1272, 4, and performance standards below, as part of the permitting requirements:

- (a) An accessory dwelling unit shall remain in common ownership with the single-family dwelling unit.
- (b) The owner of the lot on which the single-family dwelling unit is located must reside in that unit or the accessory dwelling unit, either of which residence may be seasonal.
- (c) The accessory dwelling unit and the single-family dwelling unit must be held in the same ownership. An accessory dwelling unit shall not be sold separately from the single-family dwelling unit.
- (d) The facade of any building cannot be modified to build an accessory dwelling unit.
- (e) Above-ground exterior mechanical equipment associated with the accessory dwelling units cannot be located within any required structure setbacks and shall be shielded to protect neighboring properties.
- (f) An accessory dwelling unit shall not be permitted to have a rooftop deck.
- (g) To improve compatibility with neighborhoods, accessory dwelling units shall be built with an orientation, scale, and architectural style that reflects the predominant pattern existing in the neighborhood, preserves privacy for neighbors and for the occupants of the single-family dwelling and accessory dwelling unit.

AGENDA ITEM # 7896

Discussion With Action: Accept the Quote from Quirk Chevrolet for a 2023 Chevrolet Silverado 1500 4x4 Crew Cab for the price of \$47,998 and the quote of \$14,500 from New England Vehicle Outfitters for the emergency light installation. This vehicle will serve as the Deputy Chiefs Vehicle, car-2. This purchase was approved as part of the FY 2023 Debt Service Budget. The total purchase price of \$62,498 will be financed through a lease purchase agreement with Androscoggin Bank at 5.63% (tax exempt) with five annual payments in the amount of \$13,905.37 from account 20197-50330 Debt Service Equipment Replacement with a balance of \$94,409.21.

Chair: Shawn O'Neill



Old Orchard Beach Fire Department

INTEROFFICE MEMORANDUM

TO: Diana Asanza, Town Manager

FROM: John H. Gilboy III, Fire Chief

SUBJECT: Purchase of 2023 Chevrolet 1500 from CIP Funds

DATE: May 23, 2023

CC: Jordan Miles, Finance Director
Tim Fleury, Executive Assistant

I wish to move forward with the purchase of a 2023 Chevrolet Silverado 1500 4x4 crew cab to serve as the Deputy Chiefs vehicle Car-2. We were very lucky to be able to locate this public safety equipped vehicle due to low inventory and excessive wait times. It will be purchased from Quirk Auto Group for the purchase price of \$47,998.00. Emergency Lighting and trim will be installed by New England Outfitters for \$14,500.00. The funds will come from CIP account #20197-50330. Total purchase price including emergency lighting and trim will be \$62,500.00.

Please add the following for council action:



Old Orchard Beach Fire Department

Discussion with Action: Approve the purchase of a 2023 Chevrolet Silverado 1500 from Quirk Auto Group and installation of Emergency lights by New England Outfitters from CIP acc# 20197-50330. Total purchase price \$62,500.00



QUIRK AUTO GROUP
LEO CHICOINE | 207-430-1621

Prepared For: IN STOCK UNIT SPEC'S

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck



THANK YOU FOR THE OPPORTUNITY TO QUOTE YOU ON YOUR NEXT PURCHASE. IF YOU
HAVE ANY QUESTION.
PLEASE GIVE ME A CALL.



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Window Sticker

SUMMARY

[Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck MSRP:\$45,300.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK10543	[Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck	\$45,300.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
5J1	Calibration, keyless remote panic button exterior lights/horn disable	Inc.
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting	Inc.
5J9	Calibration, Taillamp Flasher, Red/White	Inc.
5LO	Calibration, Taillamp Flasher, Red/Red	Inc.
5T5	Seats, Front cloth and second row vinyl	\$0.00
5Y1	Seats, Driver and passenger front individual seats	\$0.00
6E2	Key, common	\$25.00
6J3	Wiring, Provisions for grille lamps and siren speakers	\$207.00
6J4	Wiring, Horn and siren circuit	\$105.00
6J7	Flasher System	Inc.
6N5	Inoperative rear windows	\$50.00
6N6	Door locks and handles	\$69.00
7X3	Spotlamp, Left-hand pillar mounted, LED	\$1,020.00
9C1	Police Pursuit Package	\$4,720.00
9L7	Upfitter switch kit, (5)	\$150.00
AMF	Remote Keyless Entry Package	\$75.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00

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Data Version: 19209. Data Updated: Apr 18, 2023 6:53:00 PM PDT.



QUIRK AUTO GROUP

LEO CHICOINE | 207-430-1621

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

B1J	Wheelhouse liners, rear		\$140.00
C49	Defogger, rear-window electric		\$225.00
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.	
CTT	Hitch Guidance	Inc.	
DLF	Mirrors, outside heated power-adjustable	Inc.	
G80	Auto-locking rear differential	Inc.	
GBA	Black		\$0.00
GU5	Rear axle, 3.23 ratio	Inc.	
H1T	Jet Black, Cloth seat trim		\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system		\$0.00
J55	Brakes, Heavy-Duty 4-wheel antilock, 4-wheel disc	Inc.	
JHD	Hill Descent Control	Inc.	
K34	Cruise control, electronic	Inc.	
K47	Air filter, heavy-duty	Inc.	
KC4	Cooling, external engine oil cooler	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI4	Power outlet, instrument panel, 120-volt	Inc.	
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$1,595.00
MI2	Transmission, 10-speed automatic, electronically controlled	Inc.	
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements		\$0.00
NQH	Transfer case, two-speed	Inc.	
NZZ	Skid Plates	Inc.	
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Black painted steel	Inc.	
QAE	Tires, 275/60R20SL all-terrain, blackwall	Inc.	
QT5	Tailgate, gate function manual with EZ Lift		\$150.00
R7N	Not Equipped with Steering Column Lock, see dealer for details		(\$50.00)
RMW	Tire, spare 275/60R20 all-terrain, blackwall	Inc.	
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	

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QUIRK AUTO GROUP
LEO CHICOINE | 207-430-1621

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

UBI	USB ports, rear, dual, charge-only	Inc.	
UTQ	Alarm, Horn Content Theft Deterrent, Disabled		\$75.00
VK3	License plate kit, front		\$0.00
Z71	Z71 Off-Road Package		\$0.00
Z82	Trailer Package		\$395.00
ZLQ	WT Fleet Convenience Package		\$370.00
SUBTOTAL			\$54,621.00
Adjustments Total			\$0.00
Destination Charge			\$1,895.00
TOTAL PRICE			\$56,516.00

FUEL ECONOMY

Est City:16 MPG
Est Highway:19 MPG
Est Highway Cruising Range:456.00 mi

\$47998⁰⁰

Leo

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QUIRK AUTO GROUP
LEO CHICOINE | 207-430-1621

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	3800 lbs
Rear Gross Axle Weight Rating:	3800 lbs
Gross Vehicle Weight Rating:	7100.00 lbs

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QUIRK AUTO GROUP

LEO CHICOINE | 207-430-1621

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MI2
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.8	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.28	Reverse Ratio (:1)	4.86
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Magna MP3023/4
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	2.69
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.63		

Mileage

EPA Fuel Economy Est - Hwy	19 MPG	Cruising Range - City	384.00 mi
EPA Fuel Economy Est - City	16 MPG	Fuel Economy Est-Combined	17 MPG
Cruising Range - Hwy	456.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/325	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

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30 Lisbon Street
PO Box 1407
Lewiston, Maine 04243
1.800.966.9172
Androscogginbank.com

May 31, 2023

Jordan Miles, Finance Director
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, Maine 04064

MUNICIPAL LEASE PURCHASE PROPOSAL

- Lessee:** Town of Old Orchard Beach
- Equipment:** One (1) New pickup truck with associated equipment and attachments (as more particularly described in invoices provided by the Lessee).
- Cost of Equipment:** \$ 62,500.00
- Lease Term:** 5 years
- Interest Rate:** 5.63% (Tax Exempt)
- Number of Payments:** 5 annual installments of principal and interest.
- Payment Amount:** \$13,905.37* (*Final payment may vary slightly)
- First Payment Due:** The first payment of principal and interest (if any) shall be payable at lease closing proposed for June 7, 2023.
- Purchase Option:** One Dollar (\$1.00) at end of lease term.
- Prepayment:** There are no prepayment penalties.
- Insurance:** Prior to delivery of the leased assets, Lessee at its sole cost and expense, will provide all-inclusive physical damage and liability insurance in the joint names of the Lessee and Lessor, in amounts satisfactory to Lessor, and forward proof of said coverage to Lessor.
- Title:** Lessee shall be listed as owner and Lessor listed as lien holder on BMV title forms, and UCC filing documents I required. (Lessor will also hold a security interest in any lease escrow account established by the Lessee for this transaction).
- Non-appropriation:** The lease will contain a non-appropriation clause.

- Confirmation:** Lessee to confirm that anticipated total borrowings for 2023 year will not exceed Ten Million dollars (\$10,000,000.00), making the lease “Bank Qualified”.
- Type of Lease:** The lease shall be considered a Municipal Lease/Purchase by all parties. Lessee is a State or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986.
- Advances / Deposits:** If Lessor advances any deposits or pays any invoices prior to Delivery and Acceptance of the equipment by Lessee, interest will accrue at the above rate on said payments and be due at closing.
- Legal Opinion:** Leases greater than One Hundred Thousand dollars (\$100,000.00) require Lessee to provide an Opinion of Counsel. Said opinion must contain a statement that the lease represents a valid and binding obligation of the lessee and further that the lease is a “qualified tax exempt obligation” for the purposes of Section 265 (b) (3) (B) (ii) of the Internal Revenue Code of 1986, as amended.
- Financial Data:** Lessee will provide Androscoggin Bank with its most recent audited financial statement, current year’s budget, annual report, a copy of meeting minutes or Board order approving the transaction, and any other supporting data requested during the term of the lease.
- Lease Rates:** This Lease request will be closed within 30 days of the original proposal date, or the stated rate will be subject to change based on public sector rates then existing in the market.
- Expiration:** This lease proposal shall expire if not accepted by a duly qualified Lessee official by 5:00 PM on June 16, 2023.

Thank you for the opportunity to present this lease proposal for consideration. If you are in agreement with the terms of the proposal, please sign and return it. Should you have any questions regarding this proposal, please contact me at 207-330-0531.

Sincerely,



John Simko, Director
Government Banking

AWARD / ACKNOWLEDGEMENT:

This lease proposal is accepted and this financing is awarded to Androscoggin Bank.

Name & Title

Date: _____

Lease Amortization Schedule -Town of OOB
5 Year Lease

Annual Rate 5.63%

	Start Date	Amount	Number	Period	End Date
Lease	6/7/2023	\$62,500.00	1		
Payment	6/7/2023	\$13,905.37	5	Annual	6/7/2027

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
6/7/2023	\$13,905.37		\$ 13,905.37	\$ 48,594.63
6/7/2024	\$ 13,905.37	\$ 2,735.88	\$ 11,169.49	\$ 37,425.14
6/7/2025	\$ 13,905.37	\$ 2,107.04	\$ 11,798.33	\$ 25,626.80
6/7/2026	\$ 13,905.37	\$ 1,442.79	\$ 12,462.58	\$ 13,164.22
6/7/2027	\$ 13,905.37	\$ 741.15	\$ 13,164.22	\$ -
<u>Totals</u>	<u>\$69,526.85</u>	<u>\$ 7,026.85</u>	<u>\$ 62,500.00</u>	

AGENDA ITEM # 7897

Discussion with Action: Approve the line item Transfer for the Public Works department in the amount of \$40,000.00 from account 20151-50106 Public Works Full Time employee wages with a balance of \$258,863.29 and \$25,453.08 from account 20197-50395 Debt Service Interest Expense with a balance of \$278,390.72 to account 20151-50501 Public Works Operating Equipment with a balance of (29,686.66).

(These line item transfers will bring the account balance for 20151-50501 to \$35,766.42.)

Chair: Shawn O'Neill

AGENDA ITEM # 7898

Discussion with Action: Approve the quote from United Ag & Turf for the purchase of a John Deere Z930M ZTrak mower in the amount of \$11,553.08 from account 20151-50501 Public Works Operating Equipment with a balance of \$35,766.42.

Chair: Shawn O'Neill

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:

Aaron Johnson

United Ag & Turf
8 Shaw's Ridge Road
Sanford, ME 04073

Tel: 207-324-5646

Fax: 207-324-2241

Email: aaron.johnson@uatne.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
 8 Shaw's Ridge Road
 Sanford, ME 04073
 207-324-5646
 sanford@uatne.com

Quote Summary

Prepared For:

OLD ORCHARD BEACH TOWN HALL
 1 PORTLAND AVE
 OLD ORCHARD BEACH, ME 04064
 Business: 207-205-6160

Delivering Dealer:

United Ag & Turf
 Aaron Johnson
 8 Shaw's Ridge Road
 Sanford, ME 04073
 Phone: 207-324-5646
 aaron.johnson@uatne.com

Quote ID: 28639493
Created On: 19 April 2023
Last Modified On: 19 April 2023
Expiration Date: 19 May 2023

Equipment Summary	Suggested List	Selling Price	Qty	=	Extended
JOHN DEERE Z930M ZTrak	\$ 15,004.00	\$ 11,553.08	1	=	\$ 11,553.08
Contract: ME VA NASPO MA 18P 200513-142 (PG 8Y CG 22)					
Price Effective Date: April 18, 2023					
Equipment Total					\$ 11,553.08

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 11,553.08
Trade In	
SubTotal	\$ 11,553.08
Est. Service Agreement Tax	\$ 0.00
Total	\$ 11,553.08
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,553.08

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 28639493 Customer Name: OLD ORCHARD BEACH TOWN HALL

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
 8 Shaw's Ridge Road
 Sanford, ME 04073
 207-324-5646
 sanford@uatne.com

JOHN DEERE Z930M ZTrak

Hours: Suggested List *
 Stock Number: \$ 15,004.00
 Contract: ME VA NASPO MA 18P 200513-142 (PG 8Y CG Selling Price *
 22) \$ 11,553.08
 Price Effective Date: April 18, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
216CTC	Z930M ZTrak	1	\$ 14,409.00	23.00	\$ 3,314.07	\$ 11,094.93	\$ 11,094.93
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 595.00	23.00	\$ 136.85	\$ 458.15	\$ 458.15
Standard Options Total			\$ 595.00		\$ 136.85	\$ 458.15	\$ 458.15
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 15,004.00		\$ 3,450.92	\$ 11,553.08	\$ 11,553.08

AGENDA ITEM # 7899

Discussion with Action: Approve the quote from Kompan Inc. in the amount of \$5,522.40 for a Motorcycle themed in-ground Seesaw for the Memorial Park playground from account 20152 50501 Memorial Park Operating Supplies and Equipment with a balance of \$7,546.85.

Chair: Shawn O'Neill


Sales Proposal

Town of Old Orchard Beach
Public Works Dept.
Mrs. Lisa Wilson
1 Portland Avenue
Old Orchard Beach, ME 04064

Quote No. SP124228-1
Customer No. 47127
Document Date 05/18/2023
Expiration Date 07/17/2023

Sales Representative Perry Trachten
E-Mail PerTra@Kompan.com

Project Name US295463 Motorcycle Seesaw

No.	Description	Qty	Unit	Unit Price	Net Price
M18302-12P	Motorcycle Seesaw - Greenline In-ground 60cm 	1	Pieces	4,680.00	4,680.00
FREIGHT	Freight	1	Pieces	842.40	842.40
		Description		Qty	Net Price
		No. of Products		1	
		Subtotal - Products			4,680.00
		Subtotal - Freight			842.40
		Total USD			5,522.40

Payment Terms 50% Prepayment , 50% Net 30 days



Sales Proposal

Town of Old Orchard Beach
Public Works Dept.
Mrs. Lisa Wilson
1 Portland Avenue
Old Orchard Beach, ME 04064

Quote No. SP124228-1
Customer No. 47127
Document Date 05/18/2023
Expiration Date 07/17/2023

Sales Representative Perry Trachten
E-Mail PerTra@Kompan.com

Project Name US295463 Motorcycle Seesaw

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

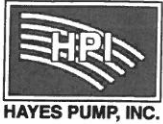
AGENDA ITEM # 7900

Discussion with Action: Approve the quote from Hayes Pump for a replacement mechanical seal on RAS pump for \$9,060.00 from account 20161-50452 Wastewater Operating Equipment with a balance of \$12,834.54.

Chair: Shawn O'Neill

QUOTATION

00185830



Quote From:
 Hayes Pump, Inc- (01-WC)
 66 Old Powder Mill Road
 Concord MA 01742
 US

Quote Date	Payment Terms	FOB	Freight Terms
5/31/2023	NET 30 DAYS	Shipping point	Prepaid & Add

Sell Loc: 01

Cust PO:

Mark #:

O
R
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R
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Y

jlebreton@oobmaine.com
 OLD ORCHARD BEACH WTP
 1 PORTLAND AVE
 OLD ORCHARD BCH ME 04064
 US

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OLD ORCHARD BEACH WTP
 1 PORTLAND AVE
 OLD ORCHARD BCH ME 04064
 US

Phone: 207-934-4416

FOR WORTHINGTON PUMP # 87TP91611-1

...lead time 16-18 weeks

LINE	ITEM / DESCRIPTION	QUANTITY UOM	UNIT PRICE DISCOUNT	NET UNIT PRICE EXTENDED PRICE
0010	87TP91611-1 SEAL WORTHINGTON MECHANICAL SEAL	1.00 EA	9,060.0000	9,060.0000 9,060.00
			Total Price	9,060.00

Payment terms are subject to Credit Approval.

The parties agree that this quote and any order arising from it are expressly subject to and incorporate by reference Hayes' Terms of Sale which are available at <http://hayespump.com/Terms>. Customer's acceptance of this quotation is expressly conditional on Customer's assent to such incorporated Terms of Sale.

*Please send a copy of your tax exempt certificate when placing your order.
 Email the tax certificate to tmackenzie@hayespump.com or fax to 978-369-8461.*

Sales Rep(s): Ian Lane

Questions? Phone: 978 369-8800 Josh Harting Direct Line (978) 318-4205 - jharting@hayespump.com Fax: 978 369-8461

AGENDA ITEM # 7901

Discussion with Action: Per Section 50-111 of the Code of Ordinances, the Town Council, for E-911 services, are naming the private ways in the 7 Mile Beach Condominiums' project: Overlook Drive and Salt Point Drive.

Chair: Shawn O'Neill



Memories Start *Here*

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

Karen L. Fortier
Assessor
207.937.5612
kfortier@oobmaine.com

MEMO

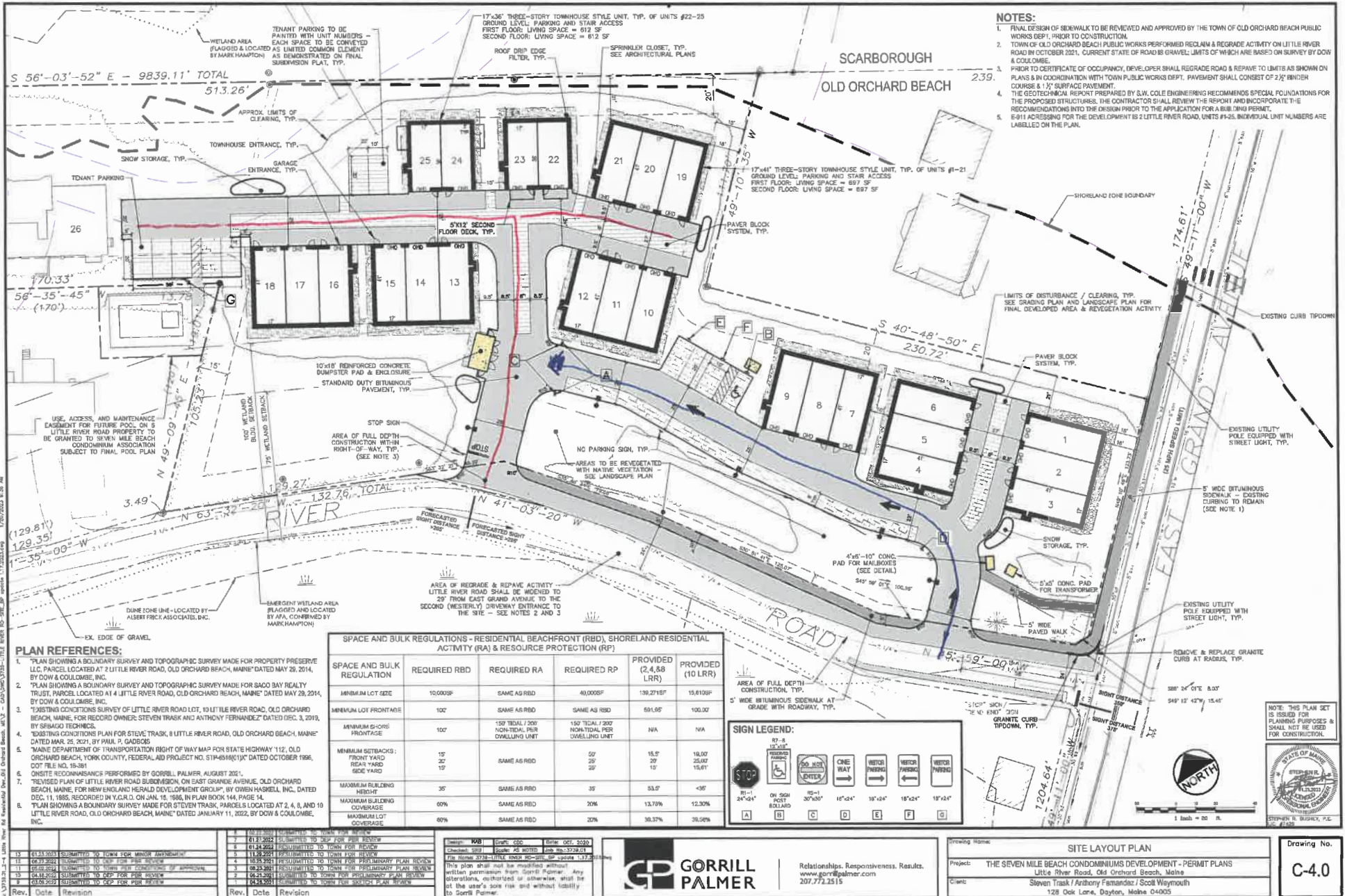
TO: Town Council
From: Karen Fortier, CMA
Assessor / E911 Addressing Officer
DATE: 5/25/2023
RE: New Street Name - Overlook Drive and Salt Point Drive

7-Mile Beach Condominiums is a proposed 26-unit condominium project located off Little River Rd. The project was approved by the Planning Board last year. The developer is preparing the final plan which includes two streets to be named.

The proposed street names submitted by the developer are Overlook Drive and Salt Point Drive. Please see the following site plan with the streets marked in blue and red.

I along with the police chief and fire chief have reviewed these names and found them to be acceptable names.

Therefore, it is recommended that the Town Council approve the street names, Overlook Drive and Salt Point Drive.

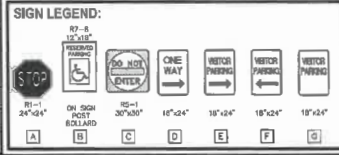


NOTES:

1. FINAL DESIGN OF SIDEWALK TO BE REVIEWED AND APPROVED BY THE TOWN OF OLD ORCHARD BEACH PUBLIC WORKS DEPT., PRIOR TO CONSTRUCTION.
2. TOWN OF OLD ORCHARD BEACH PUBLIC WORKS PERFORM RECLAIM & REGRADE ACTIVITY ON LITTLE RIVER ROAD IN OCTOBER 2021. CURRENT STATE OF ROAD IS GRAVEL; LIMITS OF WHICH ARE BASED ON SURVEY BY DOW & COULOMBE.
3. PRIOR TO CERTIFICATE OF OCCUPANCY, DEVELOPER SHALL REGRADE ROAD & REPAVE TO LIMITS AS SHOWN ON PLANS & IN COORDINATION WITH TOWN PUBLIC WORKS DEPT. PAVEMENT SHALL CONSIST OF 2 1/2" BINDER COURSE & 1 1/2" SURFACE PAVEMENT.
4. THE GEOTECHNICAL REPORT PREPARED BY S.W. COLE ENGINEERING RECOMMENDS SPECIAL FOUNDATIONS FOR THE PROPOSED STRUCTURES. THE CONTRACTOR SHALL REVIEW THE REPORT AND INCORPORATE THE RECOMMENDATIONS INTO THE DESIGN PRIOR TO THE APPLICATION FOR A BULK SIGN PERMIT.
5. E-911 ADDRESSING FOR THE DEVELOPMENT IS 2 LITTLE RIVER ROAD, UNITS #1-25. INDIVIDUAL UNIT NUMBERS ARE LABELLED ON THE PLAN.

- PLAN REFERENCES:**
1. PLAN SHOWING A BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY MADE FOR PROPERTY PRESERVE LLC, PARCEL LOCATED AT 2 LITTLE RIVER ROAD, OLD ORCHARD BEACH, MAINE DATED MAY 26, 2014, BY DOW & COULOMBE, INC.
 2. PLAN SHOWING A BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY MADE FOR SACO BAY REALTY TRUST, PARCEL LOCATED AT 4 LITTLE RIVER ROAD, OLD ORCHARD BEACH, MAINE DATED MAY 29, 2014, BY DOW & COULOMBE, INC.
 3. EXISTING CONDITIONS SURVEY OF LITTLE RIVER ROAD LOT, 19 LITTLE RIVER ROAD, OLD ORCHARD BEACH, MAINE, FOR RECORD OWNER: STEVEN TRASK AND ANTHONY FERNANDEZ DATED DEC. 3, 2019, BY SERBAGO TECHNIQS.
 4. EXISTING CONDITIONS PLAN FOR STEVE TRASK, 8 LITTLE RIVER ROAD, OLD ORCHARD BEACH, MAINE DATED MAR 25, 2021, BY PAUL P. GARDNER.
 5. MAINE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR STATE HIGHWAY 112, OLD ORCHARD BEACH, YORK COUNTY, FEDERAL AID PROJECT NO. SIP-8516(1)(1) DATED OCTOBER 1996, COT FILE NO. 18-381.
 6. ONSITE RECONNAISSANCE PERFORMED BY GORRILL PALMER, AUGUST 2021.
 7. REVISED PLAN OF LITTLE RIVER ROAD SUBDIVISION, ON EAST GRANDE AVENUE, OLD ORCHARD BEACH, MAINE, FOR NEW ENGLAND HERALD DEVELOPMENT GROUP, BY OWEN HASKELL, INC., DATED DEC. 11, 1985, RECORDED IN V.G.R.O. ON JAN. 15, 1986, IN PLAN BOOK 144, PAGE 14.
 8. PLAN SHOWING A BOUNDARY SURVEY MADE FOR STEVEN TRASK, PARCELS LOCATED AT 2, 4, 6, 8, AND 10 LITTLE RIVER ROAD, OLD ORCHARD BEACH, MAINE DATED JANUARY 11, 2022, BY DOW & COULOMBE, INC.

SPACE AND BULK REGULATIONS - RESIDENTIAL BEACHFRONT (RBD), SHORELAND RESIDENTIAL ACTIVITY (RA) & RESOURCE PROTECTION (RP)					
SPACE AND BULK REGULATION	REQUIRED RBD	REQUIRED RA	REQUIRED RP	PROVIDED (2,4,8, RR)	PROVIDED (10 LRR)
MINIMUM LOT SIZE	10,000SF	SAME AS RBD	40,000SF	139,271SF	15,810SF
MINIMUM LOT FRONTAGE	100'	SAME AS RBD	SAME AS RBD	59.15F	100.30'
MINIMUM 5-STORE FRONTAGE	100'	150' TIDAL / 200' NON-TIDAL PER DWELLING UNIT	150' TIDAL / 200' NON-TIDAL PER DWELLING UNIT	N/A	N/A
MINIMUM SETBACKS:					
FRONT YARD	15'	SAME AS RBD	50'	15.0'	16.00'
REAR YARD	20'	SAME AS RBD	20'	20'	25.00'
SIDE YARD	20'	SAME AS RBD	20'	15.0'	15.61'
MAXIMUM BUILDING HEIGHT	35'	SAME AS RBD	35'	33.0'	<35'
MAXIMUM BUILDING COVERAGE	60%	SAME AS RBD	20%	13.79%	12.30%
MAXIMUM LOT COVERAGE	60%	SAME AS RBD	32%	30.37%	38.56%



Rev.	Date	Revision
1	01/24/2022	SUBMITTED TO DEP FOR PERM REVIEW
2	01/24/2022	SUBMITTED TO TOWN FOR REVIEW
3	01/24/2022	REVISIONS FOR TOWN REVIEW
4	01/24/2022	REVISIONS FOR TOWN REVIEW
5	01/24/2022	REVISIONS FOR TOWN REVIEW
6	01/24/2022	REVISIONS FOR TOWN REVIEW
7	01/24/2022	REVISIONS FOR TOWN REVIEW
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6	01/24/2022	REVISIONS FOR TOWN REVIEW
7	01/24/2022	REVISIONS FOR TOWN REVIEW
8	01/24/2022	REVISIONS FOR TOWN REVIEW

Client: **RIB**
 Checked: **SSP**
 Date: **02/02/2022**
 File Name: **2018-LITTLE RIVER RD-SITE_01.dwg**
 This plan shall not be modified without written permission from Gorrill Palmer. Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to Gorrill Palmer.

GORRILL PALMER

Relationships. Responsiveness. Results.
 www.gorillpalmer.com
 207.772.2515

SITE LAYOUT PLAN

Project: **THE SEVEN MILE BEACH CONDOMINIUMS DEVELOPMENT - PERMIT PLANS**
 Little River Road, Old Orchard Beach, Maine

Client: **Steven Trask / Anthony Fernandez / Scott Weymouth**
 128 Oak Lane, Dayton, Maine 04005

Drawing No. **C-4.0**

AGENDA ITEM # 7902

Discussion with Action: Approve the Special Event Permit applications for the 2023 annual Ocean Park Association events, as follows: 1) a sand sculpture contest on the beach between Randall and Winona Avenues on Monday, July 3rd, set up from 1-2 p.m., event and takedown 2-5 p.m.; 2) an Independence Day Parade , starting on Temple Avenue, on Tuesday, July 4th, set up from 9-10 a.m., event and take down 10- noon; 3) the Ocean Park 5k Race on Friday, July 28th, set up from 3-5 p.m., event and take down from 5-8 p.m. in Ocean Park; 4) Illumination Night, Saturday, August 5th, event set-up 2-5 p.m., event and takedown, 5-10:30 p.m., candles removed from beach early morning of August 6th; 5) Bonfire on the beach at the end of Randall Avenue, Thursday, August 3rd, set-up 7-7:30 p.m., event 7:30-9:30 p.m., takedown 9:30-10 p.m.; 6) Kids Fun Run, back streets of Ocean Park, Saturday, July 29th, set-up from 9-10 a.m., event and takedown from 10-11 a.m. 7) Square Dance between West Grand and Seaside Avenues, Tuesday July 4th, request to close that section of Temple Avenue, set-up from 5-7 p.m., event 7-9 p.m. and takedown from 9-10 p.m.; 8) Request to close Colby Avenue in front of their Recreational Hall, for a dance being held inside their Hall, Saturday, July 1st, 2023, set-up from 5-6 p.m., event from 6-9 p.m., and takedown by 9-10 p.m.—event also includes a bonfire on the beach, to end by 11 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 OCEAN PARK ASSOCIATION

Address of applicant 14 TEMPLE AVE. OCEAN PARK, ME 04063
City State Zip

Phone number of applicant (207) 934-9068 Fax (207) 934-2823

Cell phone (207) 232-1067 E-mail Director@oceanpark.org

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

Website address (if an Organization, Firm or Corporation) www.oceanpark.org

Type of Event:

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

This is a recreational and entertainment event to be held on the beach.

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

Traditional campfire on the beach

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 Lori K. Gramlich Work Phone (207) 934-9068

Address 14 Temple Ave Ocean Park ME 04063
City State Zip

Cell phone (207) 232-1067 Fax () _____

E-mail Director@oceanpark.org

4. SET-UP Date for Event August 3, 2023 Day of Week Thursday from 7:00 pm to 7:30 pm

Date of Event August 3, 2023 Day of Week Thursday from 7:30 pm to 9:30 pm

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 August 3, 2023 Day of Week Thursday from 9:30 pm to 10:00 pm

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

5. Location of the Event On the beach at the end of Randall Ave.
(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? _____ YES X NO

Description of merchandise _____

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:

12. List any Event Sponsors:

Ocean Park Association

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) : Ocean Park Association members will supervise all activities during the event including making sure all evidence of bonfire materials are removed – leaving the beach as natural as we found it. No other security measures are needed since this is a calm, prayerful event in the evening.

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)

N/A

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).

Amateur musicians will play acoustic instruments during the event.

Where will the event attendees/participants park? _____

All participants are from the Ocean Park community and will walk to the event using available street parking if necessary.

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.

We will clean up any items associated with the event (including fire remains) and OPA-supplied trash receptacles are located throughout the village square for any additional trash that is generated by participants. 6 cans are located as follows: Temple Ave. between West Grand Ave. and Seaside Ave. and on Seaside Ave. between Colby Ave. and Randall Ave.

Is the use of barricades necessary/requested for this event? Yes 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: YES _____ NO

If yes, explain: **Since the purpose of the event is to have a bonfire accompanied by music, and since this has taken place over the period of several years with OPA and Oceanwood Camp co-sponsoring the events, we have ensured that proper fire permits have been obtained on the date of the events, and that proper supervision and cleanup have taken place.**

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.

No Signage will be posted at this event.

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

What time/date will the fireworks display occur? _____

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

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

22. Piping Plovers are federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 15th through August 31st of each year. Will this event occur on the beach? ___ **X** ___ 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. Page 9 of 12 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?

SPECIAL EVENT PERMIT AGREEMENT

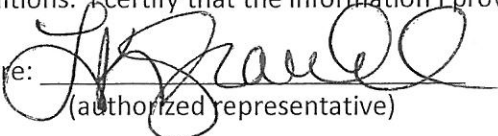
I, Lori K. Gramlich on behalf of Ocean Park Association
(Print Applicant Contact Name) (Print Organization/Group Name)

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)
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: 
(authorized representative)

Date: May 19, 2023

Print name: Lori K. Gramlich

Print Organization Name (if applicable): Ocean Park Association

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

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

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

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to provide the requested site plan information, such as maps, booth locations, and resource sources.



Mining Hall

CONN

MASS

MAINE

Temple Pergo

Porter Hall

Temple

ROYAL ST.

BUNCHBERRY

Jordan Hall

AVE.

OCEANWOOD

RANDALL

TEMPLE

COLBY

AVE.

CLOVER

MARSHVIEW RD

R.I. AVE.

Tennis Courts

Park

Rec Hall

ANCONA

WINONA

OCEANA AVE.

Shuffleboard

Library

Post Office

WEST

GR

Kinney Shores, View, Ferry Beach, Camp Ellis

PORTER RD.

NEW SALT RD.

BLAINE RD.

SANDPIPER RD.

WEYMOUTH AVE.

SEASIDE

OPA Administrative Office/ Jakeman Hall

LOCATION OF BONFIRE THE BEACH



OCEAPAR-05

SKARAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2023

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 Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: PHONE (A/C, No., Ext): (207) 774-6257		FAX (A/C, No.): (207) 774-2994
	E-MAIL ADDRESS: info@clarkinsurance.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : American Fire and Casualty Co			24066
INSURER B : Ohio Security Insurance Co			24082
INSURER C : Ohio Casualty Insurance Company			24074
INSURER D : Maine Employers Mutual Ins Co			11149
INSURER E :			
INSURER F :			

INSURED

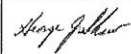
 Ocean Park Association
 P O Box 7296
 Ocean Park, ME 04063

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		BKA58132684	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS58132684	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58132684	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1810103861	10/15/2022	10/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 2023 Events/ The Certificate holder (Town of Old Orchard Beach) is additional insured with regards to Commercial General Liability for ongoing operations if required by written contract.

CERTIFICATE HOLDER 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 
--	---

APPLICATION INFORMATION

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

1. Name of applicant OCEAN PARK ASSOCIATION

Address of applicant 14 TEMPLE AVE. OCEAN PARK, ME 04063
City State Zip

Phone number of applicant (207) 934-9068 Fax (207) 934-2823

Cell phone (207) 232-1067 E-mail Director@oceanpark.org

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

Ocean Park Association

Website address (if an Organization, Firm or Corporation) www.oceanpark.org

Type of Event:

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

This is a Retro Dance Night at the Agnes L Park Recreational Building

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

Dance and Silent Auction

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):

X Amplified Music Bleacher(s) Dance Floor(s) Live Entertainment
X 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 Lori K. Gramlich Work Phone (207) 934-9068

Address 14 Temple Ave Ocean Park ME 04063
City State Zip

Cell phone (207) 232-1067 Fax (____) _____

E-mail Director@oceanpark.org

4. SET-UP Date for Event July 1, 2023 Day of Week Saturday from 5:00pm to 6:00 pm

Date of Event July 1, 2023 Day of Week Saturday from 6:00 pm to 9:00 pm

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 July 1, 2023 Day of Week Saturday from 9:00 pm to 10:00 pm

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

5. Location of the Event 22 Colby Ave.
(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? Yes 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

Snacks and soft drinks

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

Description of merchandise Silent Auction Items, Painting, gift cards, various donated items

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:

12. List any Event Sponsors:

Ocean Park Association

Will admission be charged for the event? X YES 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): _____

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) :

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)

 N/A

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).

Andrew Chute will be the Disc Jockey for the night playing music

Where will the event attendees/participants park? _____

All participants are from the Ocean Park community and will walk to the event using available street parking if necessary.

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.

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

If yes, number needed and location _____ In Front Of the Rec Hall in the street

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:

If yes, number needed and location _____ In Front Of the Rec Hall in the street

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: YES _____ NO

If yes, explain: **Since the purpose of the event is to have a bonfire accompanied by music, and since this has taken place over the period of several years with OPA and Oceanwood Camp co-sponsoring the events, we have ensured that proper fire permits have been obtained on the date of the events, and that proper supervision and cleanup have taken place.**

- 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.

No Signage will be posted at this event.

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

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

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

Will the alcohol be: Sold; Given away; Both

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

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

20. Will the event involve professional fireworks? YES NO

Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? _____

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

What time/date will the fireworks display occur? _____

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

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

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

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

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. Page 9 of 12 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?

SPECIAL EVENT PERMIT AGREEMENT

I, Lori K. Gramlich on behalf of Ocean Park Association
(Print Applicant Contact Name) (Print Organization/Group Name)

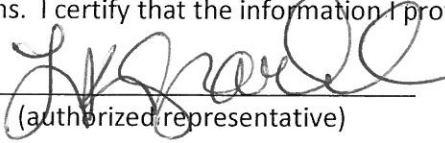
Agree to abide by the following Special Event requirements:

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)**

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: 
(authorized representative)

Date: May 19, 2023

Print name: Lori K. Gramlich

Print Organization Name (if applicable): Ocean Park Association

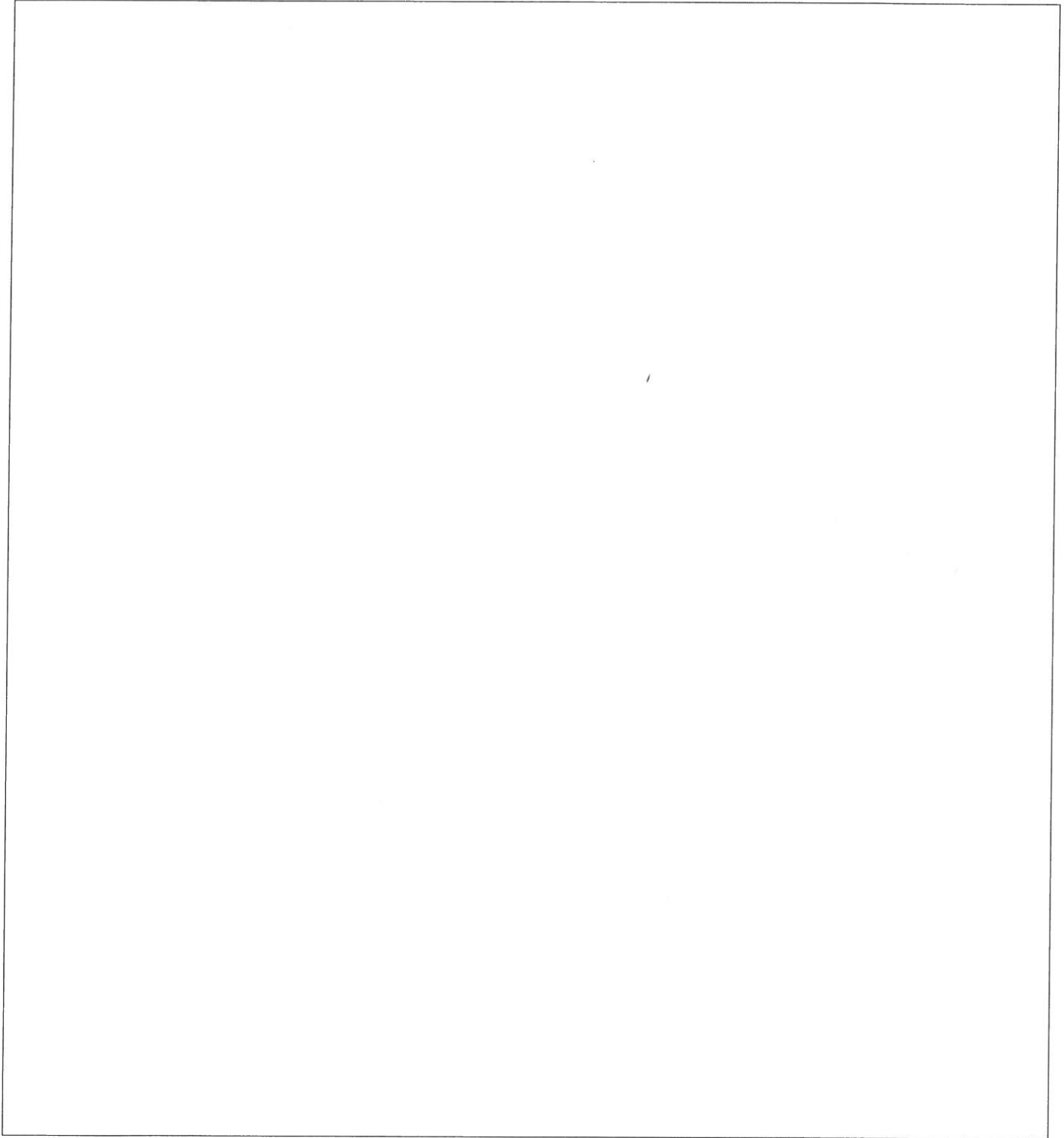
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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





CONN.

MASS.

MAINE

Temple C
Pergo

Porter Hall

Temple

ROYAL ST.

BUNCHBERRY

Jordan Hall

AVE.

lining
Hall

OCEANWOOD

RANDALL

TEMPLE

COLBY

AVE.

CLOVER

MARSHVIEW RD

Tennis Courts

Park

Rec
Hall

ANCONA

WINONA

OCEANA AVE.

Shuffleboard

R.I. AVE.

Library

Post Office

WEST

GR

Kinney Shores,
View, Ferry Beach,
Camp Ellis

PORTER RD.

NEW SALT RD.

BLAINE RD.

SANDPIPER RD.

WEYMOUTH AVE.

SEASIDE

OPA Administrative
Office/ Jakeman Hall

Close road in
front of Rec Hall
22 Colby Ave only

THE BEACH

APPLICATION INFORMATION

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

1. Name of applicant OCEAN PARK ASSOCIATION

Address of applicant 14 TEMPLE AVE. OCEAN PARK, ME 04063
City State Zip

Phone number of applicant (207) 934-9068 Fax (207) 934-2823

Cell phone (207) 232-1067 E-mail director@oceanpark.org

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

Ocean Park Association

Website address (if an Organization, Firm or Corporation) www.oceanpark.org

Type of Event:

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

Recreational Sand Sculpture Competition

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

Family sand sculpture contest

Will you be using tents? _____ YES NO

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

Will you be using staging? _____ YES NO

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

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

Other: _____

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

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

Name Lori K. Gramlich Work Phone (207) 934-9068

Address 14 Temple Ave Ocean Park ME 04063
City State Zip

Cell phone (207) 232-1067 Fax () _____

E-mail director@oceanpark.org

4. SET-UP Date for Event July 3, 2023 Day of Week Monday from 1:00 pm to 2:00 pm

Date of Event July 3, 2023 Day of Week Monday from 2:00 pm to 5:00 pm

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) _____ Times _____

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

5. Location of the Event On the beach (between low and high tide between Randall Ave. and Winona Ave.)

(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+

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

YES (if yes, please list dates): Same date over the course of 30+ years

NO

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

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) : There have been no public safety or disturbance issues with the competition in the past years. Therefore, no additional security measures are required.

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)

N/A

Will audible devices be used at this event? YES NO

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

A portable megaphone will be used to announce the winners at the end of the event.

Where will the event attendees/participants park? _____

Many of the participants and spectators are from Ocean Park and walk to the beach. Others use on-street parking or public transportation.

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.

We clean up any items associated with the event and OPA-supplied trash receptacles are located throughout the village square. 6 cans are located as follows: Temple Ave. between West Grand Ave. and Seaside Ave. and on Seaside Ave. between Colby Ave. and Randall Ave.

Is the use of barricades necessary/requested for this event? Yes 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: _____ YES NO

If yes, explain: _____

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

No Signage will be posted at this event. _____

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 ___ **X** ___ NO

Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? _____

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

What time/date will the fireworks display occur? _____

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

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

22. Piping Plovers are federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 15th through August 31st of each year. Will this event occur on the beach? ___ **X** ___ 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. Page 9 of 12 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?

SPECIAL EVENT PERMIT AGREEMENT

I, Lori K. Gramlich on behalf of Ocean Park Association
(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)
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: _____

(authorized representative)

Date: _____

May 19, 2023

Print name: Lori K. Gramlich

Print Organization Name (if applicable): Ocean Park Association

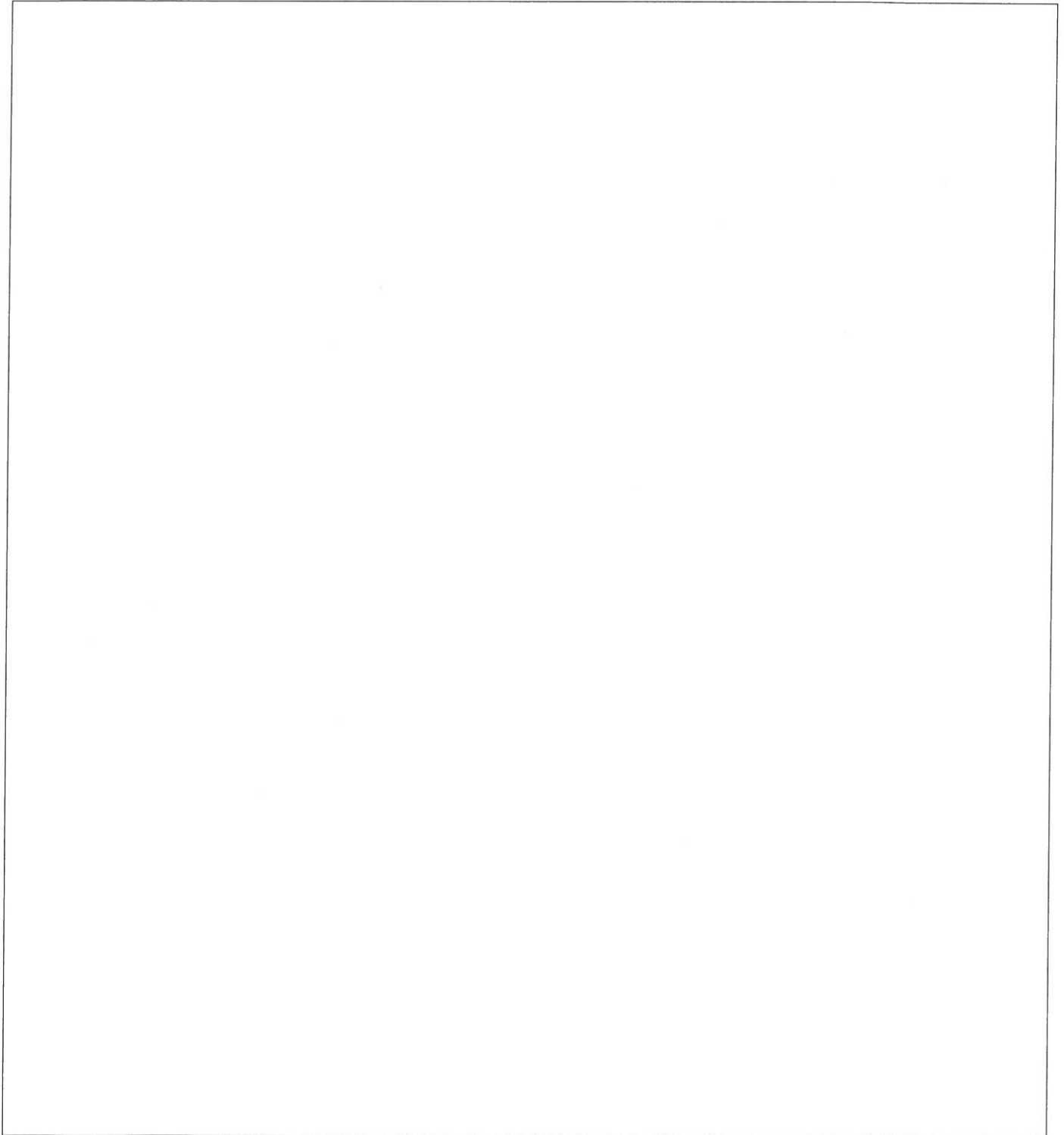
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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

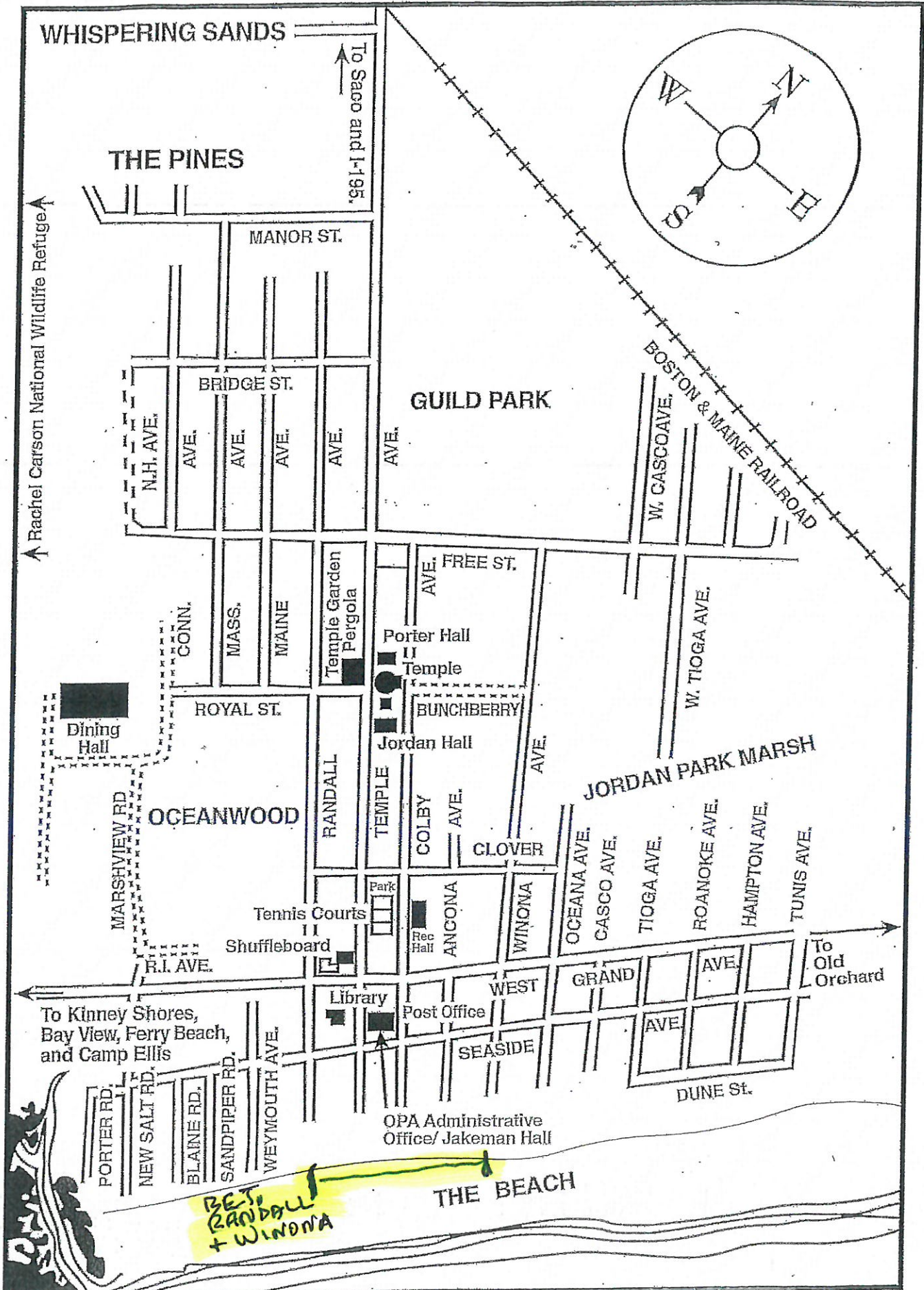
General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Porta Potties/Rest Rooms

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



MAP OF OCEAN PARK





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2023

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 Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME:	PHONE (A/C, No, Ext): (207) 774-6257	FAX (A/C, No): (207) 774-2994
	E-MAIL ADDRESS: info@clarkinsurance.com		
INSURED Ocean Park Association P O Box 7296 Ocean Park, ME 04063	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : American Fire and Casualty Co		24066
	INSURER B : Ohio Security Insurance Co		24082
	INSURER C : Ohio Casualty Insurance Company		24074
	INSURER D : Maine Employers Mutual Ins Co		11149
	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BKA58132684	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS58132684	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58132684	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1810103861	10/15/2022	10/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2023 Events/ The Certificate holder (Town of Old Orchard Beach) is additional insured with regards to Commercial General Liability for ongoing operations if required by written contract.

CERTIFICATE HOLDER 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 <i>George Johnson</i>
---	--

APPLICATION INFORMATION

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

1. Name of applicant OCEAN PARK ASSOCIATION

Address of applicant 14 TEMPLE AVE. OCEAN PARK, ME 04063
City State Zip

Phone number of applicant (207) 934-9068 Fax (207) 934-2823

Cell phone (207) 232-1067 E-mail Director@oceanpark.org

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

Ocean Park Association

Website address (if an Organization, Firm or Corporation) www.oceanpark.org

Type of Event:

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

A Recreational and Entertainment event consisting of square and line dancing

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

Community Square and Line Dancing

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 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 Lori K. Gramlich Work Phone (207) 934-9068

Address 14 Temple Ave. Ocean Park ME 04063
City State Zip

Cell phone (207) 232-1067 Fax () _____

E-mail Director@oceanpark.org

4. SET-UP Date for Event July 4, 2023 Day of Week Tuesday from 5:00 pm to 7:00 pm

Date of Event July 4, 2023 Day of Week Tuesday from 7:00 pm to 9:00 pm

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 July 4, 2023 Day of Week Tuesday from 9:00 pm to 10:00 pm

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

5. Location of the Event On Temple Ave. between West Grand and Seaside. See Attached Map
(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+

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

YES (if yes, please list dates): July 4, 2022 was the last time this event was held.

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) : There have been no public safety or disturbance issues with the dances in the past and none are anticipated for these. Therefore no additional security measures are needed.

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)

N/A

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).

Recorded square dance music will be played for people to dance to using portable hi-fi speakers. The decibel level is unknown but we have not received negative feedback in the past.

Where will the event attendees/participants park? _____

Most of the participants and spectators are from Ocean Park and walk to the dances. Others use on-street parking or public transportation.

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.

We clean up any items associated with the event and OPA-supplied trash receptacles are located throughout the village square. 6 cans are located as follows: Temple Ave. between West Grand Ave. and Seaside Ave. and on Seaside Ave. between Colby Ave. and Randall Ave.

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

If yes, number needed and location: **In the past, a set of four baracades have been delivered by DPW to OPA's administration office for use throughout the summer for special events.**

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:

OPA posts no parking signs earlier in the day on the date of the dances to alert motorists that the street will be closed early evening. This method has worked well in the past and we intend on doing the same this year.

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: YES NO

If yes, explain: _____

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

Other than simple posters announcing the event in our kiosks and sign boards and A Frame sign in front of the administration building, no additional signage will be posted at this event.

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

What time/date will the fireworks display occur? _____

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

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

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

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

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?

SPECIAL EVENT PERMIT AGREEMENT

I, Lori K. Gramlich on behalf of Ocean Park Association
(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)**
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.

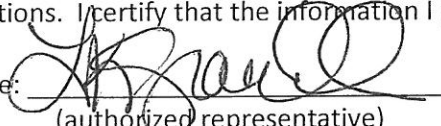
12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.

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: 
 (authorized representative)

Date: May 19, 2023

Print name: Lori K. Gramlich

Print Organization Name (if applicable): Ocean Park Association

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

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

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

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to provide a site plan sketch or other relevant information for the special event.

Tennis Courts
fileboard

Park

Rec Hall
ANCONA

WINONA

OCEANA

WEYMOUTH AVE.

Library

Post Office

WEST

GR

LOCATION OF DANCE CALLEZ



SEASIDE

OPA Administrative Office/ Jakeman Hall

THE BEACH

AGENDA ITEM # 7903

Discussion with Action: Approve the Special Event Permit Application for MAPS to hold their annual Breakaway 5K Road Race on Saturday, August 19th, 2023, 6:00a.m. to 10a.m. starting in the Square. Also, to set up a tent on the grass area by the restrooms at the Milliken Street Municipal Parking Lot for pre-registered runners to pick up their race packets on Friday, August 18th, 2023 from 5 p.m. to 7 p.m. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least two weeks prior to the event.

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 Peter L. Flaherty
- Address of applicant 5 Cedar Ave Old Orchard Beach 04064
City State Zip
- Phone number of applicant 207 590-3679 Fax () _____
- Cell phone () same E-mail theoobflahertys@mail.com
- On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)
MAPS Scholarship Foundation
- Website address (if an Organization, Firm or Corporation) https://www.oobmaps.org

Type of Event:

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

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

no vendors

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.

"Quick Shade" Commercial 8'x8'

The tent will be used for race registration pickup

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 Louis Ladakakos ^{Cell} Work Phone () 207 590-1690

Address 12 Woodman Ave. SA. CO Me. 04072
City State Zip

Cell phone () _____ Fax () _____

E-mail louisladakakos@yahoo.com

4. SET-UP Date for Event Aug 19 2023 Day of Week Saturday from 6 AM to 10 AM

Date of Event Aug 19 Day of Week Saturday from 7 AM to 10 AM

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

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

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

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

RAIN DATE(s) _____ Times _____

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

5. Location of the Event Begins at Milligan St. Parking Lot Ends at The Brunswick Note 1
(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.

A map will be provided. Starts @ Milligan parking → MAIN ST. → Right to top of main st → Loop down main st → Right @ Lisa's Pizza → Right to Union Ave → Left over R.R. → Right on west Grand → to Ocean Park → Around Library → Left onto Seaside → Left onto Union → Right at west Grand → Brunswick Hotel

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

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

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

Description of merchandise T-shirts

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:

All proceeds go to scholarships for OOBHS graduates to further education

12. List any Event Sponsors: MANY event sponsors whose names are printed on the race T-shirts

O.O.B. Pier
Bills Pizza

Brunswick Hotel
Dairy Queen

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): This will be our 26th annual event
 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):

This race is conducted in cooperation with the Police + fire departments of O.O.B

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)

The tent @ Milligan St. Parking will be left overnight for runners who will pick up their Bib numbers on Sat. morning the 19th of August

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).

Speaker to begin the event and give instructions to the participants

Where will the event attendees/participants park? _____

Milligan St. Parking Lot until 10am on the 19th of August

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.

We police our own waste which will consist of water cups.

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? Police + fire along with many volunteers

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

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

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.

two banners will be placed at Loranger School + Saco/Bidd Beach for 3 weeks prior to the event.

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):

'Breakaway 5k and Fun Run
August 19, 2023

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

N/A

Will the alcohol be: NO Sold; _____ Given away; _____ Both

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

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

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

What time/date will the fireworks display occur? _____

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

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

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

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

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

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

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

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

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

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

SPECIAL EVENT PERMIT AGREEMENT

I, Peter L Flaherty on behalf of MAPS Scholarship Foundation
(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. PLF (initial)
3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.
4. Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.
5. Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.
6. To comply will all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.
7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.
8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.
9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.

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

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

Signature: Peter L. Flaherty
(authorized representative)

Date: MAY 2, 2023

Print name: Peter L. Flaherty

Print Organization Name (if applicable): MAPS Scholarship Foundation

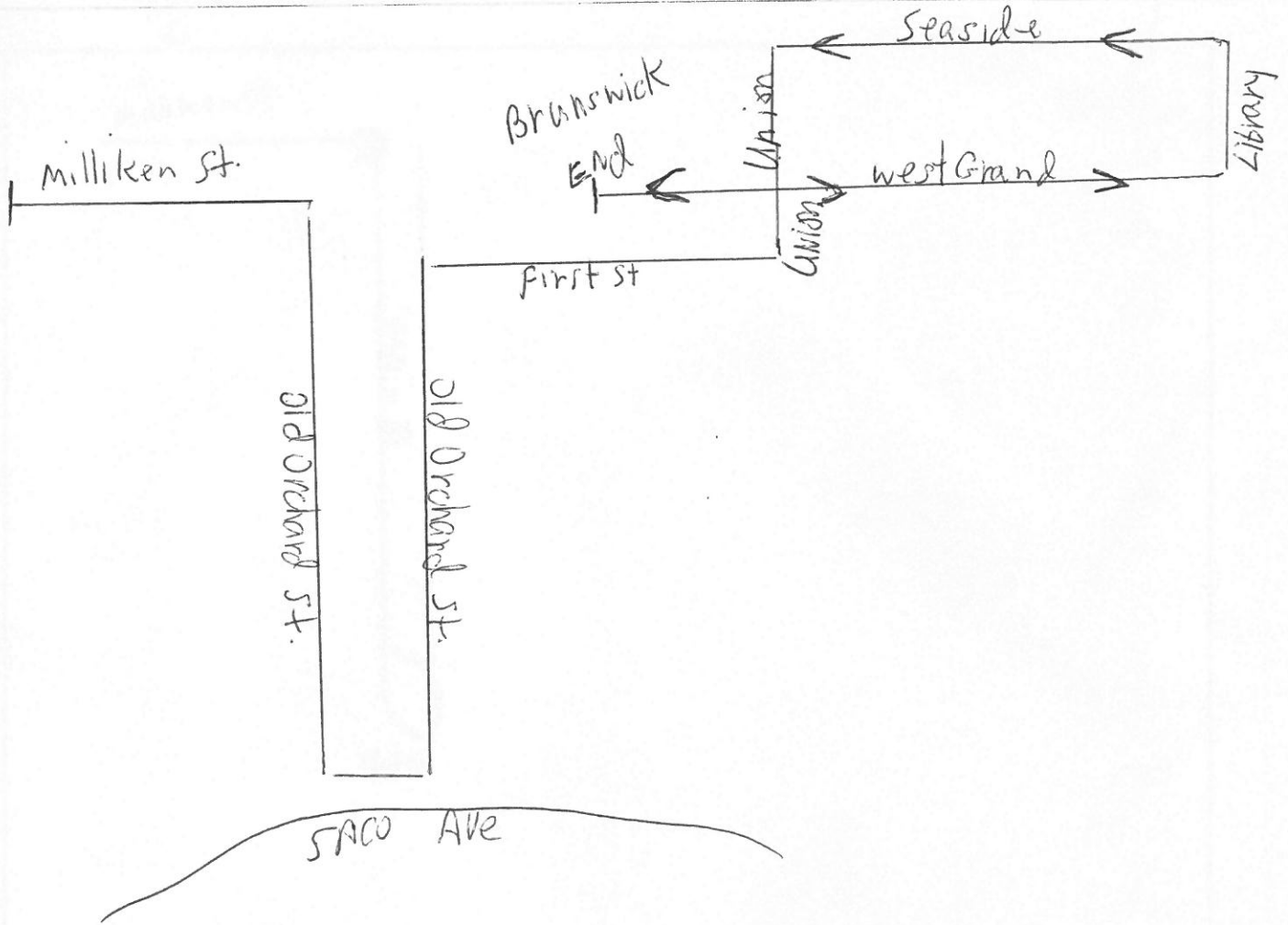
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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 # 7904

Discussion with Action: Approve the proposal from Stantec Consulting Services to be scheduled after July 1, 2023, in the amount of \$6,910.00 from account 20173-50300 Conservation Commission Professional Engineering with a projected FY24 budget of \$9,000 for invasive plant control services.

Chair: Shawn O'Neill



Stantec Consulting Services Inc.
30 Park Drive, Topsham ME 04086-1737

May 17, 2023

Attention: Diana Asanza, Town Manager
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064
VIA EMAIL: dasanza@oobmaine.com

Reference: Proposal for Invasive Species Services, Ocean Park Marshes, Old Orchard Beach, Maine

Dear Ms. Asanza,

Thank you for the opportunity to present this proposal for invasive species control services that Stantec Consulting Services Inc. (Stantec) will provide at marshes located within the Ocean Park area of Old Orchard Beach (Town) that contain common reed (*Phragmites australis*) populations. These marsh sites are located at the Jordan, Ancona, and Randal Park marshes (Sites). Stantec previously assisted the Town in assessing these Sites, preparing grant applications, conducting control efforts, and implementing marsh restoration plans.

We understand that invasive species management services are requested for recurring common reed individuals. Based on the information provided by the Town in the May 8, 2023, Request for Proposal, approximately 95% of the previously treated common reed has been eradicated. Our understanding of this proposed scope of services is based on the information provided by the Town in the Request for Proposal, our previous experience at the Sites, and correspondence between Kimbark Smith (Chair, Town Conservation Commission) and Eben Baker of our office in May 2023. If this approach does not meet your project needs, or if we have misunderstood your requirements, please contact us.

Scope of Services

Task 1 – Invasive Species Follow-Up Control

Stantec will return to the treatment/restoration sites in early to mid-August 2023 to perform additional herbicide applications to treat any residual common reed plants within the areas identified in Figure 1. Stantec will first prepare and submit to the Maine Department of Environmental Protection the required Permit-by-Rule (PBR) application for clearing vegetation in a wetland environment, which requires two weeks for approval prior to treatment. The PBR notification fee is included in this proposal. Stantec will then provide a commercial herbicide applicator licensed by the Maine Board of Pesticides Control and one assistant applicator for up to two days to perform the herbicide application treatments to control residual common reed plants found within the 2018-2019 treatment areas (Figure 1).

Once the PBR is approved, Stantec will conduct the treatments at each of the sites. The individual common reed stalks will be cut at approximately waist height, and herbicide will be applied to the cut stalks (i.e., the “clip-and-drip” method). The cut stalks and flower heads will be placed in trash bags so they can be hauled off-site for disposal. We assume that the Town will dispose of the bags of cut stalks and that Stantec is not

Reference: Proposal for Invasive Species Services, Ocean Park Marshes, Old Orchard Beach, Maine

responsible for disposal. Stantec does not anticipate that the Town will need to provide volunteer help with bagging and removing common reed plants, though we will let the Town know ahead of time if such help is needed.

The common reed will be treated with a solution of Rodeo® (active ingredient: glyphosate) and water. Glyphosate is a non-selective, systemic herbicide that is readily adsorbed to soil particles, which prevents it from excessive leaching or from being taken up from the soil by non-target species. Rodeo is approved by the State of Maine and the U.S. Environmental Protection Agency for use in aquatic environments and has been found to be effective in the treatment of common reed. The cost for Stantec to provide the Rodeo for the project is included in this proposal. To provide optimal control of the common reed, the herbicide application should be performed in early to mid-August when the plants have reached near maximum height but prior to the production of seeds.

Stantec will post notification signs before application activities commence. These signs will describe the date and time of application, re-entry precautions, and the name and phone number of the proper contact person. These signs will remain in place for at least two days following the completion of the application. Herbicide applications will be performed according to applicable laws and regulations put forth by the Maine Board of Pesticides Control, the Maine Department of Environmental Protection, and the U.S. Environmental Protection Agency.

To prepare this proposal, Stantec assumes that we will provide two applicators for up to two days. This proposal does not include time or costs for Stantec to haul the bags of common reed away from the site and dispose of them at a proper facility.

Schedule

Upon receipt of a signed contract, Stantec will initiate the approved scope when suitable conditions are available for a treatment of invasive species, assumed to be early to mid-August 2023.

Terms and Conditions

Stantec will perform the work on a time and materials basis in accordance with our Professional Services Terms and Conditions, which are attached to this proposal. We estimate that we can complete the services described in this proposal for **\$6,910**. This cost estimate is valid for 30 days. We will not perform any work that results in exceeding the estimated cost without your prior authorization.

Invoices, correspondence, and treatment summaries will be directed to:

Diana Asanza, Town Manager
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064
Email: dasanza@oobmaine.com

Reference: Proposal for Invasive Species Services, Ocean Park Marshes, Old Orchard Beach, Maine

If you wish to proceed with this effort, please sign and return this proposal at your earliest convenience. Please call us with any questions. We look forward to working with you on this project.

Regards,

Stantec Consulting Services Inc.



Eben Baker PWS, Ecologist
Project Scientist
Licensed Master Herbicide Applicator
Phone: 207 747 9407
eben.baker@stantec.com



Tom Tetreau
Associate
Licensed Herbicide Applicator
Phone: 207 406 5496
tom.tetreau@stantec.com

By signing this proposal, the Town of Old Orchard Beach, Maine, authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

Proposal Accepted: _____ **Date:** _____
Authorized Representative Signature

Authorized Representative Printed Name and Title

Attachment: Attachment 1 – Figure 1: Phragmites Control Areas
Attachment 2 – References
Professional Services Terms and Conditions

May 16, 2023
Chris White, Wastewater/Public Works Director
Attachment 1 – Figure 1: Phragmites Control Area

Reference: Proposal for Invasive Species Services, Ocean Park Marshes, Old Orchard Beach, Maine

Attachment 1 – Figure 1. Approximate Common Reed (Phragmites) Control Areas



May 16, 2023
Chris White, Wastewater/Public Works Director
Attachment 2 – References

Reference: Proposal for Invasive Species Services, Ocean Park Marshes, Old Orchard Beach, Maine

Attachment 2 – References

Nancy Sferra
Director of Stewardship and Ecological Management
The Nature Conservancy
Maine Field Office
14 Maine Street, Suite 401
Brunswick, ME 04011
(207) 729-5181

Stantec conducted treatment on an approximately 7,500-square-foot patch of common reed located on The Nature Conservancy's Flying Point Preserve in Georgetown, Maine.

Karen Corson
Chebeague Island Historical Society
137 South Road
Chebeague Island, ME 04017
(207) 846-5237

Stantec conducted treatment on an approximately 1,000-square-foot patch of common reed located on the Chebeague Island Historical Society property on Chebeague Island, Maine

Ruth Indrick
Kennebec Estuary Land Trust
P.O. Box 1128
Bath, Maine 04530
(207) 442-8400

Stantec conducted treatment on an approximately 1,000-square-foot patch of common reed located along the Little River in Georgetown, Maine.

The following Terms and Conditions are attached to and form part of the Proposal for Professional Services for Invasive Species Services, Ocean Park Marshes, Old Orchard Beach, Maine, to be performed by STANTEC and together, when the CLIENT authorizes STANTEC to proceed with the services, constitute the AGREEMENT.

DESCRIPTION OF WORK: STANTEC shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and STANTEC. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT. All alterations, additions, or deletions to STANTEC's SERVICES or materials to be furnished by STANTEC shall be set forth in a written change order signed by STANTEC. The Change Order shall clearly set forth the adjustment being made to the Contract Price resulting from the change order. In the event that CLIENT orders additional work to be performed and a change order is not executed by the parties, the CLIENT shall be responsible for all costs including without limitation, labor, material, and equipment (collectively the "total costs").

COMPENSATION: Payment is due to STANTEC upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle STANTEC, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

CLIENT'S RESPONSIBILITIES: The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT, including PROJECT budget and time constraints, which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein. The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES. When applicable, the CLIENT shall arrange and make provision for STANTEC's safe and secure entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES.

STANTEC'S RESPONSIBILITIES: In performing the SERVICES, STANTEC will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES. In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT. The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

NO PERFORMANCE GUARANTIES: If the SERVICES include the installation of any equipment, product, materials, or goods of any sort, including plants and vegetation, STANTEC makes no representation or warranty regarding the performance thereof, including any warranty of fitness for a particular purpose or of merchantability.

CONFIDENTIALITY: Confidential information shall mean all information disclosed to STANTEC, which relates to the CLIENT's past, present and future business activities. STANTEC shall hold all such confidential information in trust and confidence for CLIENT, and agrees that it will not, during or after the termination of the Agreement, disclose to any person, firm, corporation or entity, nor use for its own business or benefits, any information obtained by it while in the execution of the terms and conditions of this Agreement without the express permission of the CLIENT, except as required by law, ordinance, regulation or governmental order. This provision does not apply to information that is presently a matter of public knowledge or that becomes known to public in the future via publication or becomes otherwise obtainable from any source available to the public. This confidentiality provision supersedes and supplants any other confidentiality agreement or non-disclosure agreement between CLIENT and STANTEC that pertains to the Project and/or SERVICES.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-

defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated. On termination by either party, the CLIENT shall forthwith pay STANTEC all fees and charges for the SERVICES provided to the effective date of termination.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the PROJECT shall reside with Stantec only to the extent defined in this AGREEMENT. In such case, Stantec shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the CLIENT.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, Stantec shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under these Terms and Conditions or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to STANTEC for the SERVICES or \$500,000. No claim may be brought against STANTEC more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under these Terms and Conditions any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

DOCUMENTS: All of the deliverables, reports, field data, maps and other documents prepared by or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be relied upon by any party other than the CLIENT nor be used for any other purpose without the prior written consent of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to defend, hold harmless and indemnify STANTEC from any claims advanced on account of said reuse or modification.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

INTELLECTUAL PROPERTY: Any work product, inventions, ideas or other original work made, conceived or authored by STANTEC and/or STANTEC's employees, agents or subcontractors, including all input materials and output materials, the media upon which they are located (including cards, tapes, disks and other storage facilities), and all software programs or packages (together with any related documentation, source code or codes, object codes, upgrades, revisions, modifications, and any related materials) which are utilized or developed solely by STANTEC and/or STANTEC's employees, agents or subcontractors, or in cooperation with CLIENT, and which may or may not be either confidential or proprietary, in the course of performance of the SERVICES hereunder, regardless of the stage of completion, shall remain the exclusive property of STANTEC.

FORCE MAJEURE: Any default in the performance of the SERVICES caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

FIELD SERVICES: STANTEC shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. STANTEC shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

USE OF CLIENT'S EQUIPMENT: If CLIENT provides equipment for STANTEC's use in the performance of the SERVICES, STANTEC shall not be liable for the inaccuracy or incompleteness of any data or results or for delay that is caused by or is the result of

the breakage or unavailability of the equipment or as result of CLIENT's failure to calibrate, maintain, operate or schedule said equipment.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT: The CLIENT and STANTEC shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and STANTEC.

AGENDA ITEM # 7905

Discussion with Action: Approve a budget carry forward from FY 23 Operating Budget, account number 20110-50310 Town Planner Service Contracts in the amount \$29,500, with a balance of \$29,500 to the FY 24 Operating Budget, account number 20110-50310 Town Planner Service Contracts to contract with SMPDC for professional services to assist with updating the Old Orchard Beach Comprehensive Plan.

Chair: Shawn O'Neill

AGENDA ITEM # 7906

Discussion with Action: Approve a budget carry forward from FY 23 Operating Budget, account number 20151-50106 Public Works Full Time Wages in the amount of \$40,000 with a balance of \$218,863.29 to the FY 24 Operating Budget, account number 20151-50106 Public Works Full Time Wages to fund the Transfer Station Attendant Position in the FY 2024 Budget.

Chair: Shawn O'Neill

AGENDA ITEM # 7907

Discussion with Action: Approve a budget carry forward from FY 23 Operating Budget, account number 20197-50330 Debt Service Equipment Replacement in the amount of \$11,500 with a balance of \$94,409.21 to the FY 24 Operating Budget, account number 20197-50330 Debt Service Equipment Lease to fund a new Van for the Fire Police. This was an FY 23 budgeted item but due to lack of inventory the vehicle has not yet been purchased.

Chair: Shawn O'Neill

AGENDA ITEM #7908

Discussion with Action: Appoint Kevin Hedberg as a regular member of the Board of Assessment Review, term to expire 12/31/2024; appoint George Plaumann as a regular member of the Board of Assessment Review, term to expire 12/31/2025.

Chair: Shawn O'Neill

AGENDA ITEM # 7909

Discussion with Action: Renew the liquor license for The Local Eatery and Tap, (309-1-5), 23 Washington Ave, m-s-v Class A Restaurant/Lounge.

Chair: Shawn O'Neill

AGENDA ITEM # 7910

Discussion with Action: Renew the liquor license for the Bell Buoy Restaurant, KTD, Inc, (205-4-5-B), 24 Old Orchard St, m-s-v in a restaurant.

Chair: Shawn O'Neill

AGENDA ITEM # 7911

Discussion with Action: Renew the liquor license for the Old Orchard Beach Inn, OOB Inn LLC, (205-1-3), 6 Portland Ave, m-s-v in a bed and breakfast.

Chair: Shawn O'Neill

AGENDA ITEM # 7912

Discussion with Action: Approve the Special Event Permit Application for Palace Playland and the Pier to hold Fireworks displays every Thursday at 9:45 p.m. on the beach in front of Palace Playland, June 22nd to August 24th, 2023, to also include July 3rd and July 4th, 2023. Approval by the State Fire Marshall's Office to be provided to the Town Clerk's Office at least one week prior to the first display. No fee as this event is co-sponsored by the Town. Insurance, listing the Town of Old Orchard Beach as additionally insured to be provided at least two weeks prior to the events.

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 JOEL GOLDBER PALACEPLAYLAND & PAUL GOLDBERIN THE PIER

Address of applicant 1 OLD ORCHARD ST 003
City State Zip

Phone number of applicant () 934-2001 Fax () _____

Cell phone 501-702-9001 E-mail meagan@palaceplayland.com

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

TOWN OF 003

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

Type of Event:

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

FIREWORKS

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

WEEKLY COMMUNITY EVENT

Will you be using tents? _____ YES NO

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

Will you be using staging? _____ YES NO

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

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

Other: _____

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

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

Name SEE INFO#1 Work Phone (____) _____

Address _____
City State Zip

Cell phone (____) _____ Fax (____) _____

E-mail _____

4. SET-UP Date for Event _____ Day of Week _____ from _____ to _____

Date of Event 6/22 & 6/29 Day of Week THURS from 9:45PM to _____

Date of Event 7/6 7/13
7/20 7/27 Day of Week THURS from 9:45PM to _____

Date of Event 7/3 & 7/4 Day of Week MON & TUES from 9:45PM to _____

Date of Event 8/3 8/10
8/17 8/24 Day of Week THURS from 9:45PM to _____

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

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

5. Location of the Event ON BEACH IN FRONT OF PALACE PLAYLAND
(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.

8. Will the sale of food and/or beverages occur at the event? _____ If yes, describe the commodities to be sold.

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

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

Description of merchandise _____

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

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

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

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

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

12. List any Event Sponsors:

PALACE PLAYLAND

OTHER SMALL ODB BUSINESSES

THE PIER

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): Annual

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) :

COMPANY PROVIDING FIREWORKS

STATE QUALIFIED, LOCAL POLICE, FIRE PROTECTION

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)

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? SUMMER PARKING

AS AVAILABLE

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.

COMPANY HIRED TO PERFORM FIREWORKS IS RESPONSIBLE TO CLEAN UP PRODUCT WASTE

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

If yes, number needed and location FIREWORKS COMPANY BRINGS NEEDED MATERIAL

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:

STAPLES ST EXT MONITORED BY POLICE & FIRE

Is any other public works assistance needed? _____

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

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

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.

ADVERTISING ON PIER OR PALACE PLAYLAND
PRIVATE PROPERTY

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? CENTRAL MAINE PYROTECHNIKS

(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? SEE PAGE 3

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?

SPECIAL EVENT PERMIT AGREEMENT

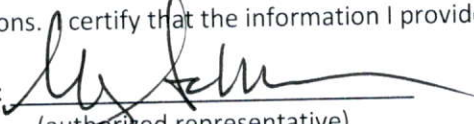
I, JOEL GOLDER
PAUL KOLZBEIN on behalf of PALACE PLAYLAND & THE PIER
(Print Applicant Contact Name) (Print Organization/Group Name)

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. **WAIVE FEE / COMMUNITY EVENT**
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)**
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: 4/12/2023
(authorized representative)

Print name: Meagan Achenbach

Print Organization Name (if applicable): Palace Playland

AGENDA ITEM #7913

Discussion With Action: Consider the Following:

FY 2024 Municipal Operating Budget Appropriation in the amount of **\$22,334,967**

FY 2024 Capital Improvement Budget Appropriation in the amount of **\$3,223,046**

FY 2024 Non-Property Tax Revenue Appropriation in the amount of **\$6,043,800**

FY 2024 Appropriation of \$500,000 from the Unassigned Fund Balance and **\$500,000.00** from the Rescue Fees Billing Fund; for the purpose of reducing the FY2024 Property Tax Commitment.

Authorizing the Finance Director to set the Percentage Rate for the FY 2024 tax bill to be used for operation and maintenance of the Wastewater Treatment Plant and sewer infrastructure, after approval of the FY 2024 Budget.

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

Authorizing and directing the Tax Collector and Treasurer, pursuant to 36 M.R.S.A., Section 906, to apply any tax payment received from an individual as payment for any property tax against outstanding or delinquent taxes due on said property in chronological order beginning with the oldest unpaid tax bill provided. However, that no such payment may be applied to any tax for which

an abatement application or appeal is pending unless approved in writing by the taxpayer.

Setting Property Tax due dates of **September 21st, 2023** and **March 21st, 2024** for the FY 2024 property taxes.

Setting interest rate of **8%** for delinquent property taxes.

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

Chair: Shawn O'Neill

AGENDA ITEM # 7914

Discussion with Action: To approve the use of up to \$1,000,000 from the Unassigned Fund Balance to be used specifically for Capital Infrastructure Improvements for roads and sidewalk Infrastructure projects. In the event funding is not used, the funds will remain in the town's Unassigned Fund Balance.

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill