



Town Council - Meeting Agenda

August 15th, 2023 @ 6:30pm
Council Chambers - 1 Portland Avenue

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PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

PRESENTATION: Casella: New Automated Trash and Recycling Collection Services

ACCEPTANCE OF MINUTES:

Accept minutes from 8/1/2023 Town Council Regular meeting.

Chair: Shawn O'Neill

PUBLIC HEARING – ORDINANCE AMENDMENTS:

PUBLIC HEARING - Town Council to consider amendments to Ch. 71, Article III, Sec. 78-41 (b). This amendment proposes changes to the Post-construction Stormwater Management ordinance.

Chair: Shawn O’Neill

The purpose of this Chapter 71 stormwater amendment is to comply with the Town’s Stormwater Management Plan as part of our MS4 stormwater permit. Development projects requiring stormwater management plans also have an annual certification requirement for stormwater Best Management Practices (BMPs). This amendment is to require a record of maintenance for sites with identified deficiencies be submitted to the Town.

**TO: Old Orchard Beach Town Council
Diana Asanza, Town Manager
Tim Fleury, Executive Assistant**

FROM: Planning Department

SUBJECT: Post-Construction Stormwater Management Amendments

REQUEST: Council Introduction, Review Draft Ordinance

DATE: 1 August 2023

This is an introduction to the proposed Post-Construction Stormwater Management draft ordinance amendment. The purpose of this Chapter 71 stormwater amendment is to comply with the Town's Stormwater Management Plan as part of our MS4 stormwater permit. Development projects requiring stormwater management plans also have an annual certification requirement for stormwater Best Management Practices (BMPs). This amendment is to require a record of maintenance for sites with identified deficiencies be submitted to the Town.

Why are the amendments needed?

- We have an existing Post-Construction Stormwater Management that needs to be amended.
- This is a requirement of our MS4 permit identified in our Stormwater Management Plan.
- Plan language below:
 - Measurable Goal 5.2b – By July 1, 2023, the Town's Post-Construction Stormwater Management Ordinance (Chapter 71) will be updated to include provisions requiring the following for sites reporting that maintenance is required:
 - Deficiencies will be corrected within 60 days of identification and a record of the corrective action taken will be provided to the Town's Enforcement Authority within the same 60-day period.
 - If it is not possible to correct the deficiency and notify the Town within 60 days, the property owner will coordinate with the Enforcement Authority to establish an expeditious schedule to correct the deficiency and will provide a record of the corrective actions taken.

Background information:

- Stormwater management plans and annual certifications are currently required for all new development and redevelopment projects that disturb greater than or equal to one acre.
- This includes projects less than one acre that are part of a larger common plan of development or sale, or projects that result in 20,000 square feet or more of impervious area in the watershed of an urban impaired stream.
- This requires submittal of an annual report certifying that the post-construction BMPs have been inspected by a qualified post-construction inspector and are either adequately maintained and functioning as intended or if they require maintenance or repair.
- Currently there is no requirement to provide a record to the Town that systems with identified maintenance or repair have had those issues corrected.
- This ordinance adds the requirement to provide record of the corrective action taken.

What does this ordinance amendment impact?

- Annual certifications that identify needed maintenance or deficiencies will need to submit record of the correction action taken within 60 days of identification.
- If it can't be corrected within the timeframe the owner will need to coordinate with the Codes/Planning to establish an expeditious schedule to correct the deficiency and provide record of the corrective actions.

Chapter 71 Amendments to Post-Construction Stormwater Management (8/23)

New language underlined

Sec. 71-41. - General requirements.

Any person owning, operating, leasing or having control over post-construction BMPs required by a post-construction stormwater management plan approved under this chapter shall demonstrate compliance with that plan as follows.

(b) That person shall take any necessary corrective action(s) required to maintain properly functioning post-construction BMPs as intended by the approved post-construction stormwater management plan, and that person shall repair any deficiencies found during inspection of the post-construction BMPs within 60 days of identification. A record of the corrective action taken shall be provided to the Enforcement Authority within the same 60-day period. If it is not possible to correct the deficiency and notify the Enforcement Authority within 60 days, the property owner shall coordinate with the Enforcement Authority to establish an expeditious schedule to correct the deficiency and shall provide a record of the corrective actions taken.

PUBLIC HEARING - Town Council to consider amendments to Ch. 78, Article II, Sec. 78-36 (b); Article VI, Sec. 78-215 (b) (3), (4) and renumber existing (4), (5), and (6); Article VIII, Sec. 78-1412; and 78-1856 - 1863. These amendments propose changes to the Erosion and Sedimentation Control ordinance to comply with the Town's current Stormwater Management Plan.

Chair: Shawn O'Neill

The purpose of this Chapter 78 ESC ordinance amendment is to comply with the Town's Stormwater Management Plan, as part of our Municipal Separate Storm Sewer System permit (MS4). This requires that erosion and sediment control Best Management Practices (BMPs) at construction sites be consistent with the applicable sections of the 2022 MS4 General Permit. This proposed ordinance was drafted using multiple local resources with assistance from Christine Rinehart at Wright Pierce, who assists with our MS4 program compliance. The Planning Board made a recommendation at their 13 July meeting that Town Council consider these ordinance amendments.

**TO: Old Orchard Beach Town Council
Diana Asanza, Town Manager
Tim Fleury, Executive Assistant**
FROM: Planning Department
SUBJECT: Erosion & Sedimentation Control (ESC) Amendments
REQUEST: Council Introduction, Review Draft Ordinance
DATE: 1 August 2023

This is an introduction to the proposed Erosion & Sedimentation Control (ESC) draft ordinance. The purpose of this Chapter 78 ESC ordinance amendment is to comply with the Town’s Stormwater Management Plan, as part of our Municipal Separate Storm Sewer System permit (MS4). This requires that erosion and sediment control Best Management Practices (BMPs) at construction sites be consistent with the applicable sections of the 2022 MS4 General Permit. This proposed ordinance was drafted using multiple local resources with assistance from Christine Rinehart at Wright Pierce, who assists with our MS4 program compliance. The Planning Board made a recommendation at their 13 July meeting that Town Council consider these ordinance amendments.

Why are these amendments needed?

- We have an existing ESC ordinance but it needs to be amended to meet the MS4 permit requirements.
- Our Stormwater Management Plan says we will update applicable ordinances by July 1, 2023
- This requires use of current Maine DEP Chapter 500 standards
- These amendments must include local enforcement capability – this will help Codes with enforcement of site ESCs

Background Information

Why do we need an Erosion and Sedimentation Control ordinance?

- To ensure that construction activity on both private and public property does not impact water resources by preventing erosion and sediment from entering local water resources.
- Sediment is a stormwater pollutant that is made up of soil particles that have been detached from the land by erosion.

What is our goal with this ordinance?

- The goal of this ordinance is to meet the MS4 permit requirements for ESCs and have a mechanism to address ESC noncompliance on individual lots.
- This ordinance will help achieve this goal by requiring applicable sites to provide and follow an ESC plan.

Which proposals will this ordinance apply to?

- This will apply to all uses and construction resulting in disturbed area, regardless of size, that also requires a shoreland zoning permit, building permit, or site plan, subdivision, conditional use, administrative design review, or private way approval.
- These will require a written soil erosion and sedimentation control plan which needs to include:
 - temporary and permanent erosion and sedimentation control measures shown on the construction plan(s) and/or building plans.
 - erosion and sedimentation control notes and details within the plan set, and
 - inspection, maintenance, and housekeeping requirements during construction within the plan set.

How will this ordinance impact our review process?

- Construction projects with a disturbed area greater than one acre require stormwater management plans be submitted, which already requires an ESC plan. These larger projects typically go through the Planning Board and are reviewed by Town’s engineer Wright Pierce.
- Smaller construction projects with a disturbed area less than one acre would need to submit an ESC plan to the permitting authority for review.
- These ESC requirements were expanded to apply to all uses and construction resulting in disturbed area, regardless of size, that also requires a shoreland zoning permit, building permit, site plan, subdivision, conditional use, administrative design review, or private way approval. Flexibility was included in the ordinance for sites less than an acre of disturbed area (flexibility explained under Applicability section below)

What are the different parts to this proposed ESC ordinance?

1. Purpose

The purpose of this ESC ordinance amendment for Section 78-1856 through 78-1863 is to help control erosion and prevent the migration of sediment at construction sites to protect offsite natural resources, properties, and the Towns MS4.

2. Definitions

This ordinance includes a couple specific definitions for disturbed area and permanently stabilized.

3. Applicability

This section outlines what proposals this would apply to. One of the reasons we expanded the applicability was to try to capture individual lots in a subdivision, which are often offenders of sites having inadequate erosion and sedimentation control measures. The flexibility with this includes the following:

- Only sites resulting in greater than or equal to an acre of disturbed area are required to comply with Chapter 500 Appendix B, subsection B.1(C) Documentation requirements.
- The level of detail shown on the ESC plan shall be based on the size and complexity of the project.
- The code enforcement officer, other municipal staff, or their designee may waive the inspections beyond confirming ESCs have been installed, if a project results in less than one acre of disturbed area.
- ESC inspections for projects resulting in less than one acre of disturbed area and requiring only a building permit, may be conducted as part of a required building permit inspection based on the code enforcement officer’s discretion.

4. General standards

This requires developments to be designed to fit with topography and soils of the site and limit areas of steep slopes where high cuts and fill may be required.

5. Requirements

This part outlines requirements for the following:

- ESC plans including that they meet the Maine Erosion and Sediment Control Best Management Practices (BMPs) Manual for Designers and Engineers.
- Requires the amount of exposed soil to be minimized.
- Requires drainageways to be protected and specific design requirements for design and construction of drainageways.
- Includes onsite requirements for washout/cleanout from concrete, stucco, paint, curing compounds or other construction materials.

6. Plans

This outlines the minimum requirements for an erosion and sedimentation control plan.

7. Inspections

Required ESC inspections are listed under this section and includes who can inspect, right of entry and access requirements, and the specific inspections.

8. Enforcement

This section will help with current enforcement of ESCs, especially for individual lots which seem to be the more frequent offenders of not installing or maintaining them, by outlining specifics for Notice of Violations, Stop Work Orders, and Enforcement measures.

Important Points

- This Chapter 78 ESC ordinance amendment is to comply with the Town's Stormwater Management Plan, as part of our Municipal Separate Storm Sewer System permit (MS4).
- Other amendments included are referencing these ESC requirements under relevant sections which includes Building Permits, Administrative Site Plan review, and Private Way plan submission.
- We extended the ESC plan requirements to apply to building permits, while incorporating flexibility for Code Enforcement or designee to limit impacts to existing review and inspection procedures.

Suggested update to Sec. 78-36 to include ESC requirements under building permit applications

New proposed draft language underlined.

Sec. 78-36. Applications for building permits and certificates of occupancy.

- (a) All applications for building permits and certificates of occupancy shall be made in writing on forms furnished by the code enforcement officer.
- (b) All applications for building permits for new construction or additions shall be accompanied by plans drawn to scale showing the actual dimensions and shape of the lot to be built upon; the exact size and location on the lot of buildings already existing, if any; and the location and dimensions of the proposed buildings or alterations, including parking facilities. The application shall include such other information as lawfully may be required by the code enforcement officer to determine conformance with and to provide for the enforcement of this chapter. The plans shall also include an erosion and sedimentation plan as required by Article VIII, Division 8 Erosion and Sedimentation Controls, of this chapter.

Existing ESC ordinance below to be replaced with new draft ESC ordinance to meet MS4 requirements

Deletions shown as strikethrough

Sec. 78-1856. Applicability of standards.

The following standards shall apply to all uses with the exception of the construction or expansion of single-family detached houses and their accessory uses or structures:

- (1) ~~All activities which involve filling, grading, excavation or other similar activities which result in unstabilized soil conditions and which require a shoreland zoning permit or site plan, subdivision, or conditional use approval shall require a written soil erosion and sedimentation control plan. The plan shall be submitted to the permitting authority for approval and shall include, where applicable, provisions for:

 - a. ~~Mulching and revegetation of disturbed soil.~~
 - b. ~~Temporary runoff control features such as hay bales, silt fencing or diversion ditches.~~
 - c. ~~Permanent stabilization structures such as retaining walls or riprap.~~~~
- (2) ~~In order to create the least potential for erosion, development shall be designed to fit with the topography and soils of the site. Areas of steep slopes where high cuts and fills may be required shall be avoided wherever possible, and natural contours shall be followed as closely as possible.~~
- (3) ~~Erosion and sedimentation control measures shall apply to all aspects of the proposed project involving land disturbance and shall be in operation during all states of the activity. The amount of exposed soil at every phase of construction shall be minimized to reduce the potential for erosion.~~
- (4) ~~Any exposed ground area shall be temporarily or permanently stabilized within one week from the time it was last actively worked, by use of riprap, sod, seed, and mulch, or other effective measures. In all cases permanent stabilization shall occur within nine months of the initial date of exposure. In addition:

 - a. ~~Where mulch is used, it shall be applied at a rate of at least one bale per 500 square feet and shall be maintained until a catch of vegetation is established.~~
 - b. ~~Anchoring the mulch with netting, peg and twine or other suitable method may be required to maintain the mulch cover.~~
 - c. ~~Additional measures shall be taken where necessary in order to avoid siltation into the water. Such measures may include the use of staked hay bales and/or silt fences.~~~~
- (5) ~~Natural and manmade drainageways and drainage outlets shall be protected from erosion from water flowing through them. Drainageways shall be designed and constructed in order to carry water from a 25 year storm or greater and shall be stabilized with vegetation or lined with riprap.~~

Private Way submission requirements: Add ESC plan requirements (8/23)

New language underlined

Sec. 78-1412. Plan submission.

A plan showing the private way for one lot shall be prepared by a registered land surveyor licensed to practice in the state. A plan showing the private way for two or more lots shall be prepared by a registered land surveyor and professional engineer licensed to practice in the state. The plan shall be drawn in permanent ink on permanent transparency material and shall be sealed by the surveyor and/or engineer preparing the plan. The plan shall be labeled "Plan of a Private Way" and shall provide an approval block for the signatures of the planning board, the date of approval, and the words, "Private Way, Approved by the town Planning Board." The plan shall show information sufficient to establish on the ground the exact location, direction, width, and length of the private way. In addition, a street plan, profile and cross section shall be submitted for each private way serving two or more lots. The plan shall also include an erosion and sedimentation control plan as required per Article VIII, Division 8 of this Chapter. The plan shall also contain a note which shall read, "The Town of Old Orchard Beach shall not be responsible for maintenance, repair, plowing, or similar services for the private way shown on this plan." The original plan shall be recorded in the county registry of deeds within 60 days of approval by the planning board. If the plan is not recorded within this period, the approval of the planning board shall be void.

**AMENDMENTS TO CHAPTER 78, ARTICLE VIII, DIV. 8 – EROSION AND SEDIMENTATION
CONTROL, SEC. 78-1856 through 78-1863
(D1 – 8/2023)
All new language**

DIVISION 8. EROSION AND SEDIMENTATION CONTROL

Sec. 78-1856. Purpose

The purpose of this division is to protect, maintain, and enhance the public health, safety, and general welfare of the citizens of the Town of Old Orchard Beach by establishing minimum requirements to control erosion at construction sites and prevent migration of sediment from construction sites so that erosion and sedimentation do not adversely impact off-site natural resources, properties, or the municipal separate storm sewer system.

Sec. 78-1857. Definitions

Disturbed area. "Disturbed area" means all land areas that are stripped, graded, grubbed, filled, or excavated at any time during the site preparation or removing vegetation for, or construction of, a project. Cutting of trees without grubbing, stump removal, disturbance or exposure of soil is not considered "disturbed area".

Permanently stabilized. "Permanently stabilized" means areas that have been brought to final grade and have been stabilized with vegetation, seeding, sod, or through the use of permanent mulch, riprap, gravel road base, or pavement. Vegetated areas are considered permanently stabilized when vegetation is well-established with 90% mature vegetation cover.

Sec. 78-1858 Applicability

The provisions of this division shall apply to all uses and construction resulting in disturbed area, regardless of size, that also requires a shoreland zoning permit, building permit, or site plan, subdivision, conditional use, administrative design review, or private way approval. The provisions of this division require a written soil erosion and sedimentation control plan for such construction.

Section 78-1859 General Standards

Development shall be designed to fit with the topography and soils of the site, to create the least potential for erosion. Areas of steep slopes where high cuts and fills may be required shall be avoided wherever possible, and natural contours shall be followed as closely as possible.

Sec. 78-1860 Requirements

- (1) The erosion and sedimentation control plan shall show the use of erosion and sedimentation control measures consistent with the minimum standards outlined in the Maine Department of Environmental Protection's Land Rule, Chapter 500 Stormwater Management, Appendix A Erosion and Sediment Control, Appendix B.1 Inspection and Maintenance During Construction (subsections B.1(a) Inspection and corrective action and B.1(b), Maintenance), and Appendix C Housekeeping. Appendix B, subsection B.1(c) Documentation, shall apply to projects resulting in greater than or equal to one acre of disturbed area.

Erosion and sedimentation control measures shall be designed, installed, and maintained according to the latest revisions of the following Maine Department of Environmental Protection documents:

- a. Maine Erosion and Sediment Control Best Management Practices (BMPs) Manual for Designers and Engineers.

b. Maine Erosion and Sediment Control Practices Field Guide for Contractors.

- (2) Erosion and sedimentation control shall be designed to protect downgradient buffer areas as well as areas where stormwater may flow offsite. Catch basin inlets receiving flow from construction sites, both onsite and offsite, shall be provided with inlet protection.
- (3) Erosion and sedimentation control measures shall apply to all aspects of the proposed project involving disturbed area and shall be in operation during all stages of the construction until the site has been permanently stabilized. The amount of exposed soil at every phase of construction shall be minimized to reduce the potential for erosion. Temporary control measures shall not be removed until the site has been permanently stabilized.
- (4) Natural and manmade drainageways and drainage outlets shall be protected from erosion from water flowing through them. Drainageways shall be designed and constructed, at a minimum, to convey water from a 25-year storm and shall be stabilized with vegetation or lined with riprap.
- (5) If washout/cleanout from concrete, stucco, paint, curing compounds or other construction materials is to be completed on the construction site, designated area(s) shall be established and marked on the erosion and sedimentation control plan. This area shall be a minimum of 50 feet from all drainage structures, ditches, waterbodies, and protected natural resources as defined in 38 M.R.S. §480-B, as well as property boundaries. If 50 feet is not possible, the washout area shall have necessary controls in place to not allow it to overflow or secondary containment for the washout area shall be provided. The area shall not have an outlet to discharge wastes or flows. No detergents shall be used or vehicles washed in this location. A leak-proof pit or container shall be established in the washout area(s), to which washings shall be directed. This area shall be used for washout containment and dewatering by evaporation only. The pit shall not allow infiltration to occur. To prevent clean water from entering the pit, the washout area shall be covered during precipitation events. Contractor inspections of the pit shall be conducted daily to ensure no leaks are present and no discharge is occurring.

Sec. 78-1861 Plans

- (1) The erosion and sedimentation control plan shall be submitted to the permitting authority for approval as part of the land use development process or with the shoreland zone or building permit application, and shall include, at a minimum:
 - a. temporary and permanent erosion and sedimentation control measures shown on the construction plan(s) and/or building plans.
 - b. erosion and sedimentation control notes and details within the plan set, and
 - c. inspection, maintenance, and housekeeping requirements during construction within the plan set.

The erosion and sedimentation control notes and details and inspection, maintenance, and housekeeping requirements may be required to be supplemented with additional written information as needed.

- (2) The level of detail shown on the erosion and sediment control plan shall be based on the size and complexity of the project. The permitting authority may require the erosion and sediment control plan, notes, and details and inspection, maintenance, and housekeeping requirements be prepared by a professional engineer, landscape architect, or other licensed professional with expertise in the erosion control measures, if warranted by the size or complexity of the project, or by the potential impacts of the project on natural resources or off-site property.

- (3) During construction, the code enforcement officer or designee, may require the contractor prepare a phasing plan for construction projects resulting in more than five acres of disturbed area at any one time. The phasing plan shall show the limits of each phase and the temporary or permanent stabilization methods to be used for each phase. The phasing plan shall require the stabilization of each phase to be completed before the next phase, such that no more than five acres of disturbed area is present at any one time.

Sec. 78-1862 Inspections

- (1) Conduct of inspections. The code enforcement officer, other municipal staff, or their designee is authorized to conduct inspections of all premises within the scope of this division and may request corrective actions. Additional measures may be required where necessary to prevent the migration of sediment offsite.
- (2) Right of Entry. The code enforcement officer, other municipal staff, or their designee in the performance of their duties may enter upon the premises at reasonable hours, upon giving proper identification, for the purpose of inspecting the premises to determine compliance with this division.
- (3) Access. Owner, agents, operators, occupants, or contractor shall provide access to all parts of the premises within their control to the code enforcement officer, other municipal staff, or their designee. Refusal to provide such access shall be a violation of this division.
- (4) The following erosion and sedimentation control inspections by the code enforcement officer, other municipal staff, or their designee are required at a minimum; however, the code enforcement officer, other municipal staff, or their designee may waive inspections b. through d., if a project results in less than one acre of disturbed area. Additionally, erosion and sedimentation control inspections, for projects resulting in less than one acre of disturbed area and requiring only a building permit, may be conducted as part of a required building permit inspection based on the code enforcement officer's discretion.
 - a. Prior to soil disturbance to confirm temporary erosion and sedimentation control measures have been installed.
 - b. During the active earth moving phase of construction (minimum of three inspections) to determine if temporary erosion and sedimentation control measures are functioning properly.
 - c. At project completion to ensure the site reached permanent stabilization and all temporary erosion and sediment controls have been removed.
 - d. For projects lasting longer than one year, an annual inspection until the project reaches substantial completion. Substantial completion is considered the point in time when site work, paving (minimum of binder course), and utilities are complete and stormwater management facilities have been installed and are functioning as intended and the site areas are stabilized.
- (5) It is the responsibility of the developer to notify the code enforcement officer, other municipal staff, or their designee that an inspection is due, under subsection 4.a and 4.c. The lack of an inspection by the code enforcement officer, other municipal staff, or their designee shall not absolve the developer of the responsibility to install and maintain erosion and sedimentation controls as required under this division and State law.
- (6) Contractor inspections are to be conducted by a person with knowledge of erosion and sediment sedimentation control, including the standards and conditions in the permit or approval.

Sec. 78-1863 Enforcement

- (1) Notice of Violation. Whenever the code enforcement officer finds that a person has violated this division, the code enforcement officer may order compliance with this division by written notice of violation to that person indicating the nature of the violation(s), a statement of the division provision(s) alleged to have been violated, including a statement of the penalties for violation, and ordering the action necessary to correct it, including, without limitation:
 - a. The abatement of violations and the cessation of practices or operations in violation of this division;
 - b. At the person's expense, compliance with or repair of the erosion and sedimentation control measures required as a condition of approval of the erosion and sedimentation control plan, and/or the restoration of any affected portion(s) of the site;
 - c. The payment of fines, of the municipality's remediation costs and of the municipality's reasonable administrative costs and attorneys' fees and costs;
 - d. If abatement of a violation, compliance with the erosion and sedimentation control plan, repair of erosion and sedimentation control measures, and/or restoration of affected portions of the site is required, the notice shall set forth a deadline within which such abatement, compliance, repair, and/or restoration must be completed.
- (2) Stop Work Order. The code enforcement officer may issue a stop work notice whenever:
 - a. A person has not acted on a notice of violation issued pursuant to this division within the time set forth in the notice, or
 - b. A person subject to the applicability section of this division undertakes construction without first submitting an application for and obtaining approval of an erosion and sedimentation control plan.

The code enforcement officer will attempt to deliver the stop work notice to the applicant, the person performing the construction, or the owner or occupant of the site, as appropriate, by any means reasonable calculated to effectuate delivery. Once the stop work notice has been delivered, no further construction at the site may proceed other than as is necessary to correct the non-compliance. Construction may resume only when the code enforcement officer provides written notice that the person may resume construction.
- (3) Enforcement Measures: The code enforcement officer or their designee is granted authority to enforce this division in accordance with Town of Old Orchard Beach Code of Ordinances, Chapter 78, Article II.

PUBLIC HEARING – LIQUOR LICENSE & APPROVALS:

Patron’s Mexican Restaurant, Anel Seina, (207-27-13), 8 Heath Street, m-s-v in a Class A restaurant/lounge.

Chair: Shawn O’Neill

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Patron’s Mexican Restaurant, Anel Seina, (206-27-13), 8 Heath St, victualer with prep and alcohol. Conditional license issued for occupancy limit of 80 people until the second means of egress is provided, per the Fire Chief.

Karen and Arthur Wright, (311-9-7), 52 11th Street, one seasonal rental (new).

Jordan Haddock, (312-9-3), 30 W. Old Orchard Ave., one year-round, short-term rental (new).

Susan and Jeff Sullivan dba Sully’s Seacoast LLC, (304-7-1-6), 78 East Grand Ave., #106, one year-round, short-term rental (new).

Chair: Shawn O’Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

The Whaler, William P. Marshall, (206-31-17), 20 Staples St., acoustic music 8:00 pm to 12:00 am inside (no change).

Pirate’s Patio & Galley, New England Restaurant Group, (304-2-9), 2 Walnut St., amplified music, dancing, and karaoke, inside and outside from 11:00 am – 8:00 pm (no change).

Chair: Shawn O’Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #7965

Discussion with Action: Appoint Tim Nelson and Zachary Heffernan as Deputy Code Enforcement Officers, and Deputy Licensed Plumbing Inspectors terms to expire 7/1/2024, and re-appoint Rickey Haskell, as Code Enforcement Officer, Electrical Inspector and Licensed Plumbing Inspector, term to expire 7/1/2024.

Chair: Shawn O'Neill

AGENDA ITEM #7966

Discussion with Action: Enact an Emergency Ordinance establishing a Moratorium on Short Term Rentals, whereas no specific regulations governing Short Term Rentals exists under the Town of Old Orchard Beach's Zoning Ordinances, which the Town Council has determined creates a public emergency under the provisions in Section 410.1 of the Town Charter, and which has raised concerns related to public safety and welfare and potential adverse effects on the fabric of residential neighborhoods.

Chair: Shawn O'Neill

Council will this fall begin an extensive review of what, if any, ordinance changes to make for the purpose of regulating short term rentals. The primary concern has been and remains the rapid spread of these types of rentals to the Town's traditional residential neighborhoods on the land side of the railroad tracks and away from the water. For that reason, the moratorium applies to new business licenses in those neighborhoods (not to renewals of existing license holders). It does not apply to commercial zones where lodging is currently permitted by the ordinance. In addition, the moratorium would not apply to properties for which there was a transfer of title or ownership within the past 12 months, in recognition that individuals may have made purchasing decisions with the expectation of conducting short term rentals.

**TOWN OF OLD ORCHARD BEACH
EMERGENCY ORDINANCE ESTABLISHING A MORATORIUM
ON SHORT TERM RENTALS**

WHEREAS, residential dwelling units have increasingly been advertised and operated as Short Term Rentals throughout the Town of Old Orchard Beach (“the Town”); and

WHEREAS, no specific regulation governing Short Term Rentals exists under the Town of Old Orchard Beach’s Zoning Ordinances; and

WHEREAS, Short Term Rentals raise a number of concerns related to public safety and welfare, including, but not limited to, potential adverse effects on the fabric of residential neighborhoods and impacts of transient occupation on adjacent residents, and the inability to maintain housing availability for long-term residents; and

WHEREAS, under Section 18-33 of the Town’s Code of Ordinances, any person who owns, operates, or conducts a business, including seasonal rental units, temporary seasonal housing, and year round housing, must obtain a license from the Town Council pursuant to the Fee Schedule in Appendix A of the Code, which does not list Short Term Rentals as a stand-alone category; and

WHEREAS, there have been an increasing number of dwelling units operating as a Short Term Rentals;

WHEREAS, the Town’s current ordinances do not provide an adequate mechanism to regulate and prevent the potential for serious public harm from the increase in Short Term Rentals throughout the Town; and

WHEREAS, the Town’s existing ordinances do not provide an adequate mechanism to regulate and control Short Term Rentals and are inadequate to prevent the potential for serious public harm from the continued use of residential property as Short Term Rentals; and

WHEREAS, the Town needs a reasonable amount of time to study the land use implications of Short Term Rentals and to develop reasonable regulations governing the licensing, permitting, location, and operation of Short Term Rentals and their operation; and

WHEREAS, the Town Council concludes that these circumstances constitute a public emergency within the meaning of Section 410.1 of the Old Orchard Beach Town Charter;

NOW THEREFORE, pursuant to the authority granted to it by 30-A M.R.S. § 4356, be it hereby ordained by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled, as follows:

1. DEFINITIONS.

As used in this Ordinance, the following term has the following meaning:

“*Short Term Rental*” means 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 30 consecutive days, with the exception of motels, hotels, bed and breakfast, inns, 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.

2. APPLICABILITY.

This moratorium shall apply to the issuance of all new business licenses for Short Term Rentals which are requested or arise on or after the effective date of the Ordinance, in the following Zoning Districts only:

- Residential 1 District (R-1)
- Residential 2 District (R-2)
- Residential 3 District (R-3)
- Residential 4 District (R-4)
- Single Family Private Dwelling District (R-5)
- Rural District
- Planned Mixed Use Development

Notwithstanding the provisions of 1 M.R.S.A. § 302, this Ordinance shall apply to applications or requests for business license for Short Term Rentals, whether or not an application or proceeding to establish or expand said use prior to the enactment of this Ordinance would be deemed a pending proceeding. No person may establish, operate, or rent a Short-Term Rental without a business license during the time this Ordinance is in effect.

This Ordinance does not apply to renewal applications for existing licenses, or for license applications for the operation of Short Term Rentals in dwelling units in which there was a transfer of title and ownership within the year prior to the effective date of this Ordinance.

3. PROHIBITION.

During the time this Ordinance is in effect, no official, officer, board, body, agency, agent or employee of the Town of Old Orchard Beach shall accept, process or act upon any application for any approval, including but not limited to a business permit, building permit, certificate of occupancy, site plan review, conditional use, or any other approval, relating to the establishment, or operation, of a Short Term Rental, except as provided in Section 2 above. No person shall establish or operate a Short Term Rental within the Town of Old Orchard Beach that was not approved and licensed by the Town prior to the effective date of this Ordinance, except as provided in Section 2 above.

4. ENFORCEMENT, VIOLATION AND PENALTIES.

This Ordinance shall be enforced by the Code Enforcement Officer of the Town of Old Orchard Beach. Any person who violates this Ordinance shall be subject to civil penalties and other remedies as provided in 30-A M.R.S.A. § 4452. If a Short Term Rental is operated in violation of this Ordinance, each day such use continues constitutes a separate violation.

5. EFFECTIVE DATE.

This Ordinance takes effect immediately upon adoption and shall expire on the 61st day thereafter, unless earlier extended, repealed or modified by the Old Orchard Beach Town Council.

7. SEVERABILITY.

Should any section or provision of this Ordinance be declared by any court to be invalid, such a decision shall not invalidate any other section or provision.

AGENDA ITEM #7967

Discussion with Action: Approve the proposal from Wright-Pierce for design, engineering and construction oversight services in the amount of \$97,400.00 for the Saco Avenue, Goodwin Avenue, and MacArthur Avenue sewer replacement from account number 50002-50508 CIP Sewer Maintenance and Improvement account with a balance of \$1,165,201.80.

Chair: Shawn O'Neill

June 19, 2023
WP Project No. T17199

Ms. Diana Asanza, Town Manager
Town of Old Orchard Beach
One Portland Ave
Old Orchard Beach, Maine 04064

SUBJECT: Proposal for Design and Engineering Services
Saco Avenue, Goodwin Avenue and Macarthur Avenue Sewer Replacement

Dear Diana,

We appreciate the opportunity to provide you with this proposal for professional engineering services associated with the replacement of the sewer along Saco Avenue, Goodwin Avenue and Macarthur Avenue in Old Orchard Beach.

Based on CCTV conducted between 2006 and 2023, the Town has identified a section of sewer within Saco Avenue as having a sag between Holland Avenue and Goodwin Avenue (approximately 375 linear feet), as well as the lower section of sewer along Goodwin Avenue (approximately 350 linear feet) as having a "major sag with moderate grease". Both sections were identified as needing replacement due to the grease, intruding laterals, and sagging during a recent conversation with the Town regarding potential development projects upgradient from these lines. Sewer metering was completed in 2020 to support these potential developments within this sewershed. Results indicated that the line had ample capacity to handle potential developments but was identified as having maintenance issues that needed to be addressed.

In addition, the Town has identified a portion of the MacArthur Avenue sewer that requires upgrade. The initial portion of the sewer in Macarthur Avenue (approximately 350 linear feet) runs in a northly direction connecting into the sewer main in Saco Avenue. This portion of the sewer has shallow slopes and DPW has had to perform repeated maintenance to address sewer back-ups.

This proposal includes the design of the following sewer mains.

- Saco Avenue (Holland Avenue to Goodwin Avenue) - ~565 LF
 - Goodwin Avenue (to Temple Avenue) - ~350 LF
 - MacArthur Avenue (to Saco Avenue) - ~350 LF
- Total Length of Sewer ~1,265 LF

Wright-Pierce provided proposals in July 2021 and June 2022 to complete this work within a larger project area. The previous proposals identified that the sewer line would need to be upsized based on flow metering

data and future flows expected from potential development projects. After discussions with the Town and further review of CCTV conducted in this area, the project area was reduced to the area described in the table above and shown in Figure 1. The improvements will be limited to addressing the grease, intruding laterals, and sags since the line was found to have ample capacity to handle future development. This proposal shall supersede all previous proposals submitted to the Town for this work.

Based on our understanding of the above conditions, we have prepared the following scope of services for development of plans and specifications to accommodate bidding and construction.

SCOPE OF SERVICES

Task 1 – Survey and Utility Coordination

1. Coordinate with Doucet Associates to gather existing condition survey information and available utility information for the project area for sewer replacement. The survey will be limited to information within the right-of-way, including centerline and edge of travel way, sidewalks, and structures/infrastructure that can be visually observed. As this project is generally sewer replacement, the survey will be limited to surface features necessary for sewer replacement. It is assumed the roadway horizontal and vertical alignments will remain the same. The right-of-way will be established based on the Town of Old Orchard Beach GIS/available Tax Map information. *Boundary survey is not anticipated at this time. Should boundary survey be required we would coordinate further with Doucet and the Town for scope and fee.*
2. Conduct utility coordination to assess known utility locations within the project area that may impact construction, sewer alignment, and potential upgrades by utility companies in the future.

Task 2 – Preliminary and Final Design

1. Coordinate the layout and location of the proposed sewer main once the survey is completed and prepare preliminary (50%) design plans including three (3) plan and profile sheets and two (2) design details sheets. An Engineer's opinion of probable construction costs (OPCC) will be prepared at the time of 50% preliminary design for the Town during project planning. A copy of the 50% design documents will be provided to utility companies for coordination.
2. Meet with Town staff to review preliminary design drawings and details. We have assumed this will consist of one (1) meeting.
3. Based on comments received from Town staff upon their review of the 50% preliminary design, the design will be updated and a 95% set of documents will be provided to the Town for review and approval. The 95% set of documents will include material specifications and an updated set of plans. The plan set will be expanded from the preliminary design to also include cover sheet, general notes, erosion & sedimentation control plan and details.
4. Meet with Town staff to review final design drawings and details and discuss bidding schedule, construction schedule, and overall project timing. We have assumed this will consist of one (1) meeting.
5. Upon receipt of comments from Town staff, refine and prepare final design plans and specifications acceptable for bidding, along with the updated Engineer's OPCC.

Task 3 - Bidding Phase Services

Wright-Pierce will support the Town during advertisement and procurements of bids for construction. Bidding Phase services will include:

1. Advertising for bids
2. Distribution of drawings and specifications
3. Maintaining a list of prospective bidders
4. Responding to bidder questions
5. Preparation and attendance at pre-bid conference
6. Preparing and issuing addenda
7. Attending the bid opening
8. Tabulating and evaluating bids
9. Preparing a letter of recommendation regarding award of the contract.

Task 4 – Construction Phase Services

1. Wright-Pierce will provide construction administration and coordination services through the duration of the project, which is assumed to be a total of 5-weeks. This work includes:
 - a. Attendance at signification construction related meetings (two (2) meetings anticipated)
 - b. Review of shop drawings, submittals, and contractor RFI's
 - c. Processing of payment applications
 - d. Review of contractor's schedule
 - e. Administration of contract agreement and associated contract documents
 - f. Review and coordination of change orders (up to 2 change orders are assumed).
 - g. Coordination with contractor, the Town of Old Orchard, and pertinent stakeholders
 - h. Participate in final walkthrough and develop final punch list of items to be completed or corrected by the Contractor. Assumes 1 site visit for initial walkthrough and 1 additional site visit for follow-up inspection for items complete.
 - i. Prepare construction closeout documentation.
2. Resident Project Representative (RPR): Wright-Pierce will provide full-time construction representation during the construction phase of the project. It is assumed the RPR will be needed 50 hours per week for an assumed construction duration of 5 weeks. The work will be covered by an RPR who will act as a representative to Wright-Pierce and the Town. The RPR shall generally observe construction operations and act as directed by the Engineer particularly related to the following:
 - a. Conferences and meetings (attend meetings with the contractor, such as preconstruction conferences, progress meetings, and other project related meetings)
 - b. On-site interpretation of contract documents.
 - c. Review of work status and coordination with contractor and the Town.
 - d. Daily reports and quantities
 - e. Assistance with processing contractor payment request

The scope of services presented above, and the fee presented below assumes Wright-Pierce will be performing the construction administration and construction observation for the project. We reserve the right to renegotiate design phase services should the construction phase services be provided by a third party.

Alternate 1 – Sidewalk Reconstruction (If necessary)

Based on previous discussions during our site walk with the Town on April 10, 2023, we understand that the Town was evaluating the need for replacement of the existing sidewalk from Saco Avenue to Temple Avenue (approximately 1,000 linear feet). It was discussed that addition of a sidewalk design to the scope of the project would require additional survey and additional engineering for replacement of the sidewalk. The following additional services will be provided if the Town elects to include sidewalk reconstruction in the scope of work for this project:

1. ROW Survey and Additional Topographic Survey: Wright-Pierce will subcontract with Doucet Survey, LLC. to include determination of apparent right-of-way for Goodwin Ave. from Saco Ave. to Temple Ave. This will include research of current deeds, plans referenced in those deeds, plans indexed by street name at the York County Registry of Deeds and a review of any records available at the Town of Old Orchard Beach. This will also include a right-of-way survey of readily observable monumentation along the edge of roadway within the survey limits along with additional topographic survey to support the potential sidewalk design.
2. Additional Design for Sidewalk Work: Wright-Pierce will include sidewalk design in the sheets described in Task 2 above. It is anticipated that the additional design for sidewalk reconstruction will include up to ten (10) cross section sheets.
3. Additional Construction Phase Services: Construction of the sidewalk replacement is anticipated to lengthen the duration of the construction phase. For the purposes of this proposal, we have assumed that the construction phase will increase by four (4) weeks for sidewalk reconstruction work. We have assumed that the Resident Project Representative described in Task 4 above will be required to be onsite for 50 hours per week for the additional four weeks.
4. If the Town elects to include sidewalk design in this scope, the sidewalk design will be added to the sewer construction documents and be bid at the same time as one project. For the purposes of this proposal, we have assumed that sidewalk design and sewer design will be included in one project and will not be bid out separately.

PROPOSED FEE and SCHEDULE

Based on the above, we have prepared the following recommended budget to complete the scope of service.

Task	Budget
Task 1 – Survey and Utility Coordination	\$19,100
Task 2 - Preliminary and Final Design	\$27,200
Task 3 - Bidding Phase Services	\$3,900
Task 4 – Construction Phase Services & Construction Oversight	\$47,200
Total Budget for Design, Engineering, & Construction Administration and Oversight	\$97,400
Alternate 1 - Additional Fee for Sidewalk Replacement Design & Construction Oversight (if necessary)	\$43,030

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

Wright-Pierce is available to begin coordination immediately upon approval by the Town. The first step will include surveyor coordination. Based on recent discussions, survey field work is being scheduled 8 weeks from the notice to proceed, with existing conditions survey deliverable expected to be provided within 10-12 weeks of notice to proceed. Wright-Pierce anticipates preliminary design to be completed within 20-22 weeks of notice to proceed. Preliminary planning will include review of the project details and preliminary design details to establish a schedule mutually agreeable with the Town.

6/19/2023

Ms. Diana Asanza, Town Manager

Page 6 of 6

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

Sincerely,
WRIGHT-PIERCE



Jaime Wallace, PE
Lead Project Engineer
jaime.wallace@wright-pierce.com

Seen and agreed to by:

Town of Old Orchard Beach

By: _____

Name: _____

Title: _____

Date: _____

Wright-Pierce

By:  _____

Ryan T. Wingard, PE

Vice President

June 16, 2023

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

1.0 Standard of Care

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

2.0 Client's Responsibilities

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

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

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

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

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

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

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

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

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

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

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

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

3.2. Records Retention/Access to Records.

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

3.3. Electronic Transmittals

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

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

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

4.0 Third Party Information

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

5.0 Estimates of Cost

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

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

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

6.0 Allocation of Risks

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

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

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

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

6.3. Environmental Indemnification

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

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

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

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

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

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

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

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

6.7. Florida Individual Liability Statute

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

7.0 Insurance

7.1. ENGINEER's Insurance

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

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

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

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

7.2. CLIENT's Insurance and Contractor's Insurance

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

7.3. Additional Insurance

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

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

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

8.2 Utilities

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

9.0 Independent Contractors

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

10.0 Compensation

10.1. Direct Labor Costs

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

10.2. Standard Billing Rates

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

10.3. Reimbursable Expenses

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

10.4. Invoices/Late Payment

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

10.5. Professional Services Taxes

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

11.0 Controlling Law

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

12.0 Financial Advisor

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

13.0 Dispute Resolution

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

14.0 Notices

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

15.0 Precedence

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

16.0 Severability

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

17.0 Successors and Assigns

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

18.0 Survival

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

19.0 Termination

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

19.1 For cause

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

19.2 By ENGINEER

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

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

19.3 For convenience

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

19.4 ENGINEER's Compensation

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

20.0 Force Majeure

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

21.0 Equal Employment Opportunity

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

- Sewer Manhole
- Sewer Main
- - - Service Connection
- ▭ Project Area



AGENDA ITEM #7968

Discussion with Action: Approve the proposal from Wright-Pierce for engineering services for the New Salt Road Tributary Subwatershed Smoke Testing in an amount not to exceed \$37,000.00, from account number 20151-50300, Public Works Professional Engineering Services with a balance of \$148,396.92.

Chair: Shawn O'Neill

August 4, 2023

Mr. Christopher White, Wastewater Superintendent/ Public Works Director
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064

**SUBJECT: Proposal for Engineering Services
New Salt Road Tributary Subwatershed Smoke Testing**

Dear Chris,

The Town is regulated for the discharge of stormwater from their municipal separate storm sewer system (MS4) to waters of the state under what is referred to as the MS4 General Permit, which is administered by the Maine Department of Environmental Protection. The Town's 2022 Modified Stormwater Management Plan (July 2022) includes Urban Impaired Stream best management practices (BMPs) focused on the Goosefare Brook watershed, which includes the subwatershed of the New Salt Road Tributary.

Maine Healthy Beaches' enhanced monitoring and pollution source tracking, including microbial source tracking, in the New Salt Road Tributary indicate human sources of bacteria are contributing to the bacteria impairment. Given aging sanitary sewer infrastructure within the lower part of the New Salt Road Tributary (some of which is comprised of asbestos concrete pipe) smoke testing would help identify problem areas within the sanitary sewer system. BMP 7.2 of the Town's MS4 Modified Stormwater Management Plan, is based on a recommendation from the Maine Healthy Beaches' 2012-2019 Summary Report of Enhanced Monitoring and Pollution Source Tracking in the New Salt Road Tributary to investigate wastewater infrastructure integrity near Randall Ave, where the New Salt Road Tributary goes underground (in a closed box culvert) between Randall Avenue and Ancona Avenue. Measurable Goal 7.2a, specially requires the Town to conduct smoke testing of the sanitary sewer system in the New Salt Road Tributary subwatershed to locate potential problem areas within the sanitary sewer system, including sewer connection issues, during Permit Year 2.

Based on the requirements of Measurable Goal 7.2a, we have prepared the following scope of services to provide smoke testing of portions of the sanitary sewer system in the New Salt Road Tributary subwatershed.

Scope of Services

1. Conduct smoke testing on a portion of the sanitary sewer in the New Salt Road Tributary subwatershed to locate potential problem areas within the sanitary sewer system, including sewer connection issues. Smoke testing will generally focus on the sanitary sewer in the area where the New Salt Road Tributary goes underground (in a closed box culvert parallel to West Grand Avenue) between Randall Avenue and Ancona Avenue, as shown on Figure 1. Smoke testing will include, at a minimum, portions of West Grand,

8/4/2023

Mr. Christopher White, Wastewater Superintendent

Page 2 of 3

Randall, Temple, Colby, Seaside, and Ancona Avenues. The estimated length of sanitary sewer to be investigated is up to 9,000 linear feet. Smoke testing will be conducted using a gas-powered blower placed over centrally located manholes. Pressurized liquid smoke will be released into the blower to fill the surrounding sewer system with non-toxic smoke vapor. Smoke testing will be conducted with a three-person crew during periods of low groundwater and not within 72 hours following a rain event.

2. Review the smoke testing area with the Town to identify whether there are any residences or businesses within the project area that should be avoided (e.g., residents with known medical conditions, nursing homes, etc.).
3. Notify property owners within the project area of the pending smoke testing activities by means of doorknob hangers, prior to performing smoke testing. Field staff will distribute doorknob hanger notifications to properties within the project area. Wright-Pierce will also assist the Town in developing language for announcements to post on the Town's website and social media sites, if additional notification is desired. Wright-Pierce will also notify Police and Fire Departments daily of where smoke testing will occur.
4. Provide traffic control where required.
5. Record results of smoke testing using ArcGIS Online and Survey 123, and provide a summary report of the smoke testing. Data analysis will include an overall look at where smoke tests were positive and a summary of the types of locations where smoke was identified. Collected smoke testing data will be provided to the Town as an Excel spreadsheet and/or shapefile. Wright-Pierce will coordinate directly with CAI Technologies to obtain storm and sanitary sewer GIS data to aid in data collection and analysis, as needed.

Labor and expenses for delivering notices and conducting testing, traffic control, and project administration and coordination are included under the scope of services. This project will support BMP 7.2 of the Town's MS4 Modified Stormwater Management Plan.

Fee Estimate

Based on a budgetary recommendation provided to the Town in February 2023, the Town has budgeted \$37,000 for smoke testing of portions of the sanitary sewer system in the New Salt Road Tributary subwatershed. We anticipate being able to complete the work for a not-to-exceed fee of \$37,000. This fee includes our time and reimbursable expenses. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on our standard billing rates, plus reimbursable expenses times a factor of 1.0 and charges for subconsultants' services times a factor of 1.10. Any additional services performed at the Town's request and authorization will be based on our standard billing rates, plus reimbursable expenses times a factor of 1.0 and charges for subconsultants' services times a factor of 1.10. Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A – copy attached).

8/4/2023

Mr. Christopher White, Wastewater Superintendent

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Schedule

Wright-Pierce will schedule the smoke testing during dry weather, and will aim to complete the smoke testing late summer/early fall 2023. Smoke testing and project deliverables will be provided no later than the end of Permit Year 2 (June 30, 2024).

Thank you for the opportunity to assist the Town of Old Orchard Beach with this aspect of implementation of your MS4 Modified Stormwater Management Plan. If this proposal is acceptable, please have an authorized agent sign below and return a copy for our files. If you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at (207) 798-3784 or at the email address below.

Sincerely,

WRIGHT-PIERCE



Christine T.M. Rinehart, PE
Lead Project Engineer

christine.rinehart@wright-pierce.com



Ryan T. Wingard, PE
Vice President

ryan.wingard@wright-pierce.com

Enclosures

ACCEPTED BY:

BY:

TITLE:

REPRESENTING:

Town of Old Orchard Beach

DATE

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

1.0 Standard of Care

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

2.0 Client's Responsibilities

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

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

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

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

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

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

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

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

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

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

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

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

3.2. Records Retention/Access to Records.

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

3.3. Electronic Transmittals

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

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

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

4.0 Third Party Information

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

5.0 Estimates of Cost

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

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

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

6.0 Allocation of Risks

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

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

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

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

6.3. Environmental Indemnification

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

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

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

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

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

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

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

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

6.7. Florida Individual Liability Statute

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

7.0 Insurance

7.1. ENGINEER's Insurance

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

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

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

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

7.2. CLIENT's Insurance and Contractor's Insurance

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

7.3. Additional Insurance

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

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

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

8.2 Utilities

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

9.0 Independent Contractors

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

10.0 Compensation

10.1. Direct Labor Costs

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

10.2. Standard Billing Rates

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

10.3. Reimbursable Expenses

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

10.4. Invoices/Late Payment

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

10.5. Professional Services Taxes

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

11.0 Controlling Law

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

12.0 Financial Advisor

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

13.0 Dispute Resolution

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

14.0 Notices

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

15.0 Precedence

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

16.0 Severability

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

17.0 Successors and Assigns

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

18.0 Survival

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

19.0 Termination

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

19.1 For cause

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

19.2 By ENGINEER

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

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

19.3 For convenience

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

19.4 ENGINEER's Compensation

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

20.0 Force Majeure

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

21.0 Equal Employment Opportunity

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

AGENDA ITEM #7969

Discussion with Action: Approve the proposal from Wright Pierce for Construction Inspection Services for the Town Hall Tower Repairs in the amount of \$6,500.00, from account number 51002-50842 Town Hall Improvements Expense account with a balance of \$57,609.90.

Chair: Shawn O'Neill

The Town is currently under contract with McLaughlin Builders who has completed numerous projects at the Town Hall. Work is mostly complete on the North Tower and the Contractor has taken pictures of work as it is being completed. The Town has requested Wright-Pierce's services to observe rehabilitation work for compliance with the design plans dated August 14, 2019, and prepared by Resurgence Engineering and Preservation as well as answer contractor questions as they arise.

August 7, 2023

Ms. Diana Asanza, Town Manager
Town of Old Orchard Beach
One Portland Ave.
Old Orchard Beach, Maine 04064

SUBJECT: Proposal for Construction Administration Services
Town Hall Tower Repairs

Dear Diana,

We appreciate you reaching out to us regarding construction administration services for the repairs currently happening at the North and South Towers at Town Hall. For the North Tower, we understand the project consists of replacing existing exterior sheathing, siding, and trim along with installation of vertical membrane and flashing. For the South Tower, we understand the project consists of replacement of rotted floor framing and decking, installation of new structural braced frame, repair of existing structural frame, and replacement of exterior sheathing, siding, and trim.

The Town is currently under contract with McLaughlin Builders who has completed numerous projects at the Town Hall. Work is mostly complete on the North Tower and the Contractor has taken pictures of work as it is being completed. The Town has requested Wright-Pierce's services to observe rehabilitation work for compliance with the design plans dated August 14, 2019, and prepared by Resurgence Engineering and Preservation as well as answer contractor questions as they arise.

SCOPE OF SERVICES

Based on our discussion and our understanding of your needs, we have prepared the following scope of services to provide construction administration services for the tower repairs.

Task 1 – Construction Observation Services

1. Wright-Pierce will conduct visual observations of the North and South Tower repairs for compliance with the Town Hall Tower Repair plan set labelled final review set dated August 14, 2019, and prepared by Resurgence Engineering and Preservation. Access to the repairs will be from within the building and from an aerial lift as appropriate for the repairs observed. The lift will be supplied and operated by the Town's contractor. A memorandum will be prepared following each site visit documenting our findings. We have also assumed that Wright-Pierce will be notified by the contractor the week preceding when work is ready to be observed based on the anticipated site visits below. For the purposes of this proposal, we have anticipated the following site visits:

8/7/2023

Ms. Diana Asanza, Town Manager

Page 2 of 3

- a. North Tower substantial completion. Wright-Pierce will review photographs taken by the contractor onsite to review existing conditions and work that has been completed beneath the new sheathing and siding and is no longer visible.
 - b. South Tower once existing siding has been removed and tower substructure is exposed.
 - c. South Tower substantial completion.
 - d. Final inspection for punchlist verification.
2. Wright-Pierce will coordinate with the Town and the Contractor any proposed changes to the construction drawings and will coordinate with the Contractor on any questions or interpretations of the construction drawings. We assume up to 6 hours of time to answer and prepare responses for questions.
 3. Additional Observation Visits – Wright-Pierce can conduct additional construction observation work as required, at the Client's request and authorization on a time and materials basis, plus any reimbursable expenses.

PROPOSED FEE and SCHEDULE

For the scope of services above, we recommend the Town budget **\$6,500**. This fee includes our time and all reimbursable expenses. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on our standard hourly billing rates, plus non-labor expenses which will be billed at straight cost. Any additional services performed at the Client's request and authorization will be billed on a time and materials basis based on our standard labor rates, plus any applicable reimbursable expenses. Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A – copy attached).

We anticipate that work will be on an as-needed basis and will be the responsibility of the contractor to coordinate when inspections are needed. Staff are available immediately to coordinate site visits as needed.

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

Sincerely,
WRIGHT-PIERCE



Jaime C. Wallace, PE
Lead Project Engineer

jaime.wallace@wright-pierce.com

Seen and agreed to by:

Town of Old Orchard Beach

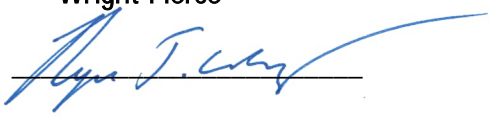
By: _____

Name: _____

Title: _____

Date: _____

Wright-Pierce

By:  _____

Ryan T. Wingard, PE

Vice President

August 6, 2023

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

1.0 Standard of Care

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

2.0 Client's Responsibilities

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

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

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

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

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

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

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

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

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

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

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

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

3.2. Records Retention/Access to Records.

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

3.3. Electronic Transmittals

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

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

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

4.0 Third Party Information

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

5.0 Estimates of Cost

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

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

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

6.0 Allocation of Risks

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

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

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

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

6.3. Environmental Indemnification

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

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

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

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

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

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

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

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

6.7. Florida Individual Liability Statute

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

7.0 Insurance

7.1. ENGINEER's Insurance

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

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

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

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

7.2. CLIENT's Insurance and Contractor's Insurance

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

7.3. Additional Insurance

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

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

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

8.2 Utilities

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

9.0 Independent Contractors

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

10.0 Compensation

10.1. Direct Labor Costs

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

10.2. Standard Billing Rates

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

10.3. Reimbursable Expenses

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

10.4. Invoices/Late Payment

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

10.5. Professional Services Taxes

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

11.0 Controlling Law

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

12.0 Financial Advisor

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

13.0 Dispute Resolution

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

14.0 Notices

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

15.0 Precedence

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

16.0 Severability

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

17.0 Successors and Assigns

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

18.0 Survival

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

19.0 Termination

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

19.1 For cause

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

19.2 By ENGINEER

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

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

19.3 For convenience

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

19.4 ENGINEER's Compensation

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

20.0 Force Majeure

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

21.0 Equal Employment Opportunity

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

AGENDA ITEM #7970

Discussion with Action: Accept the proposal from McLaughlin Builders for the repair and replacement of existing roof railings at Town Hall in the amount of \$18,300.00 from account number 51002-50842 CIP Town Hall Improvements Expense account with a balance of \$57,609.90.

Chair: Shawn O'Neill

MCLAUGHLIN BUILDERS

30 Powersville Road
Medway, ME 04460
207-746-5406

August 4, 2023

Old Orchard Beach
1 Portland Ave
Old Orchard Beach ME

PROPOSAL

This is a proposal for a new roof on the building located at 4 Portland Ave Old Orchard Beach ME.

We will remove all roofing off from entire roof and dispose of properly. Install new drip edge and rake edge metal. Cover entire shingled roof area with synthetic underlayment. Install new Moire black architectural shingles to match town hall roof. Remove cedar shingles off from walls of the 3 dormers. Install new step flashing up against dormers. Reinstall new cedar shingles over step flashing to match existing cedar shingles. We will install new EPDM rubber roof on all flat roof areas. We will install new flashing around perimeter of this roof.

All labor and material \$52,400.00

Remove roof railings on both entrances of town hall, dispose of properly. Install new PVC(vinyl) railings to closely match existing in these areas..

All labor and material \$18,300.00

AGENDA ITEM #7971

Discussion with Action: Award the proposal from Bergeron Protective Clothing for the purchase of Structural Firefighting Boots and Helmets in the amount of \$5,246.40 from CIP account 52002-50895 – with a balance of \$68,123.18.

Chair: Shawn O’Neill

In accordance with the annual CIP fund request for personal protective equipment (PPE) it was determined that over the course of the past 10 years only minor adjustments have been made in our turnout gear specifications and purchasing with no major review process. Recognizing significant industry advancements over the past several years it was decided to perform a full structural PPE evaluation and request trusted vendors to participate. Major vendors in the PPE market were invited to participate in the process which began over 12 months ago. RFPs were sent to vendors and those who elected to participate in the process gave demonstrations of the quality and performance of their turnout gear and accessories. From those evaluations and previous experience three vendors were chosen for a wear study. Three comparative specifications were created, ordered, worn, tested, and evaluated during the three-month wear test. Multiple staff members were able to evaluate all three brands equally. Ultimately after the review of the evaluations and speaking with members of the committee unanimous recommendations were prepared for request across the board for structural firefighting turnout gear (coat and pants), hoods, helmets, gloves, and boots which together complete the structural firefighting ensemble.



Old Orchard Beach Fire Department

INTEROFFICE MEMORANDUM

TO: DIANA ASANZA, TOWN MANAGER
JORDAN MILES, FINANCE DIRECTOR

FROM: JOHN GILBOY III, FIRE CHIEF

SUBJECT: CIP FUNDS FOR STRUCTURAL PPE PHASE I

DATE: AUGUST 9, 2023

CC: CLIFTON WHITTEN, DEPUTY FIRE CHIEF
ZACHARY APGAR, CAPTAIN

Process: In accordance with the annual CIP fund request for personal protective equipment (PPE) it was determined that over the course of the past 10 years only minor adjustments have been made in our turnout gear specifications and purchasing with no major review process. Recognizing significant industry advancements over the past several years it was decided to perform a full structural PPE evaluation and request trusted vendors to participate. Major vendors in the PPE market were invited to participate in the process which began over 12 months ago. RFPs were sent to vendors and those who elected to participate in the process gave demonstrations of the quality and performance of their turnout gear and accessories. From those evaluations and previous experience three vendors were chosen for a wear study. Three comparative specifications were created, ordered, worn, tested, and evaluated during the three-month wear test. It is noted that the length of this process was in part due to manufacturing lead times for these custom specified garments. Participating staff members evaluated multiple components of the garments to include fit, quality of materials, quality of construction and functional comfort. Multiple staff members were able to evaluate all three brands equally. Ultimately after the review of the evaluations and speaking with members of the committee unanimous recommendations were prepared for request across the board for structural firefighting turnout gear (coat and pants), hoods, helmets, gloves, and boots which together complete the structural firefighting ensemble.

Request: This project is an overlap from FY23 into FY24. At this time in Phase I it is requested that the quote for structural firefighting boots and helmets be approved for Bergeron Protective Clothing for (6) pairs of boots and (4) Helmets. Additional requests will be forth coming in Phase II.

Please add the following for council action:

Discussion with Action: Award a contract to Bergeron Protective Clothing in the amount of \$5,246.40 for the purchase of Structural Firefighting Boots and Helmets from CIP account 52002-50895 – with a balance of \$68,585.94



1024 Suncook Valley Hwy., Unit 5-D
Epsom NH, 03234
TEL: 603.736.8500
www.BergeronProtectiveClothing.com

QUOTATION

No. : 213171

Doc. Date : 08/02/2023
Payment Terms : NET30
Valid Until: 09/30/2023
Customer PO:
Salesperson : Dale Doughty
Page : Page 1 of 1

Bill To

Old Orchard Beach Fire Dept.
Chief Fred LaMontagne
1 Portland Ave
Old Orchard Beach ME 04064

Ship To :

Chief John Gilboy
136 Saco Ave
Old Orchard Beach ME 04064

Globe Boots/Helmets

Quantity	Style	Description	Your Cost
6	120A420-G	Globe ARCTIC SOLE Supreme 14" Pull On Mens Boot *Contains PFAS	3,738.00
4	1044BS-BK	Cairns 1044 Helmet With NFPA Bourkes Black	1,508.40

Subtotal 5,246.40
Total 5,246.40

*Notice: Products marked as 'Contains PFAS Chemicals' are considered notification; pursuant to NH Law 154:8-c Firefighting PPE. Financing options available on turnout gear purchases. Prices quoted do not include shipping and handling. Shipping is FOB factory. This quote is based on current prices, subject to change by Manufacturer without notice. TERMS NET 30 Days. Add 3% fee when paying via credit card. Exchanges may incur additional handling charges. Late fee 2% per mo. \$25 returned check fee MC/ Visa /Discover accepted.

AGENDA ITEM #7972

Discussion with Action: Renew the liquor license for Soho's Oceanic Inn Lounge/OOB Cafe, Jeff Corbin, (310-6-3), 43 West Grand Ave., m-s-v in a Hotel Class I-A.

Chair: Shawn O'Neill

AGENDA ITEM #7973

Discussion with Action: Renew the liquor license for The Whaler, William P. Marshall, (206-31-17), 20 Staples St, m-s-v in a Class A lounge.

Chair: Shawn O'Neill

AGENDA ITEM #7974

Discussion with Action: Renew the liquor license for the Strike Zone Restaurant, Robert Bouthot, (205-4-1-C), 20 Old Orchard St, m-s-v in a Class A restaurant/lounge.

Chair: Shawn O'Neill

AGENDA ITEM #7975

Discussion with Action: Renew the liquor license for the Pirate's Patio & Galley, New England Restaurant Group, (304-2-9), 2 Walnut St., m-s-v in a Class A restaurant/lounge.

Chair: Shawn O'Neill

AGENDA ITEM #7976

Discussion with Action: Convey foreclosed property identified as 15 FRANCIS STREET #7, Parcel Number 00205-00007-001-7 to owners of record SKILLINGS PAULA J ESTATE OF, for the total amount of \$64,338.50 in outstanding taxes and accumulated interest, due on the effective date of conveyance, including estimated taxes for FY24, plus any legal costs incurred by the Town of Old Orchard Beach, and delegate to the Town Treasurer the authority to sign all documents and undertake all actions necessary to accomplish the same.

Chair: Shawn O'Neill

TOWN OF OLD ORCHARD BEACH



Real Estate Tax Statement

Parcel: 00205-00607-001-7
 Location: 15 FRANCIS ST 7

Owner:
 SKILLINGS PAULA J ESTATE OF
 15 FRANCIS ST APT 7
 OLD ORCHARD BEACH ME 04064
 USA

Status:
 Square 25,499
 Land Valuation: 7,600
 Building Valuation: 206,600
 Exemptions: 0
 Taxable Valuation: 214,200
 Interest Per Diem: 7.64

Legal Description:

Dead Date: 04/06/2000 Book/Page: 9967/0055 Interest Date: 09/22/2023

Year	Type	Bill				
2023	RE-R	2301705				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	RE TAX AMT	1,310.91	1,310.91	53.59	1,364.50	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	MAIL	8.10	8.10	0.00	8.10	
		1,322.01	1,322.01	53.59	1,375.60	
2	RE TAX AMT	1,310.90	1,310.90	27.58	1,338.48	
	30 DAY FEE	0.00	0.00	0.00	0.00	
	MAIL	0.00	0.00	0.00	0.00	
		1,310.90	1,310.90	27.58	1,338.48	
Year Totals		2,632.91	2,632.91	81.17	2,714.08	

Year	Type	Bill				
2022	TL-R	103				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	2,544.55	2,544.55	172.75	2,717.30	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	MAIL	7.23	7.23	0.00	7.23	
	INT.AT LIE	97.67	97.67	0.00	97.67	
		2,652.45	2,652.45	172.75	2,825.20	
Year Totals		2,652.45	2,652.45	172.75	2,825.20	

Year	Type	Bill				
2021	TL-R	20				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	2,300.66	2,300.66	391.81	2,692.47	
	MAIL	7.23	7.23	0.00	7.23	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	LIEN COST	51.00	51.00	0.00	51.00	
	INT.AT LIE	99.71	99.71	0.00	99.71	
		2,461.60	2,461.60	391.81	2,853.41	
Year Totals		2,461.60	2,461.60	391.81	2,853.41	

TOWN OF OLD ORCHARD BEACH



Real Estate Tax Statement

Year	Type	Bill				
2020	TL-R	229				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	2,312.60	2,312.60	650.63	2,963.23	
	MAIL	7.23	7.23	0.00	7.23	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	LIEN COST	51.00	51.00	0.00	51.00	
	INT.AT LIE	103.34	103.34	0.00	103.34	
		2,477.17	2,477.17	650.63	3,127.80	
Year Totals		2,477.17	2,477.17	650.63	3,127.80	

Year	Type	Bill				
2019	TL-R	168				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	2,288.88	2,288.88	760.53	3,049.41	
	MAIL	7.23	7.23	0.00	7.23	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	LIEN COST	51.00	51.00	0.00	51.00	
	INT.AT LIE	100.52	100.52	0.00	100.52	
	LIEN CERT	7.23	7.23	0.00	7.23	
		2,457.86	2,457.86	760.53	3,218.39	
Year Totals		2,457.86	2,457.86	760.53	3,218.39	

Year	Type	Bill				
2018	TL-R	159				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	2,320.46	2,320.46	842.42	3,162.88	
	MAIL	7.23	7.23	0.00	7.23	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	LIEN COST	51.00	51.00	0.00	51.00	
	INT.AT LIE	95.46	95.46	0.00	95.46	
	LIEN CERT	7.23	7.23	0.00	7.23	
		2,484.38	2,484.38	842.42	3,326.80	
Year Totals		2,484.38	2,484.38	842.42	3,326.80	

Year	Type	Bill				
2017	TL-R	200				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	2,254.07	2,254.07	988.21	3,242.28	
	MAIL	7.23	7.23	0.00	7.23	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	LIEN COST	51.00	51.00	0.00	51.00	
	INT.AT LIE	84.08	84.08	0.00	84.08	
	LIEN CERT	7.23	7.23	0.00	7.23	
		2,406.61	2,406.61	988.21	3,394.82	
Year Totals		2,406.61	2,406.61	988.21	3,394.82	

TOWN OF OLD ORCHARD BEACH



Real Estate Tax Statement

Year	Type	Bill			
2016	TL-R	177			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	2,261.82	2,261.82	1,139.98	3,401.78
	MAIL	7.23	7.23	0.00	7.23
	30 DAY FEE	3.00	3.00	0.00	3.00
	LIEN COST	51.00	51.00	0.00	51.00
	INT.AT LIE	90.66	90.66	0.00	90.66
	LIEN CERT	7.23	7.23	0.00	7.23
	LIEN CERT	7.23	7.23	0.00	7.23
		2,428.17	2,428.17	1,139.96	3,568.13
Year Totals		2,428.17	2,428.17	1,139.96	3,568.13

Year	Type	Bill			
2015	TL-R	190			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	2,123.38	2,123.38	1,217.60	3,340.98
	30 DAY FEE	3.00	3.00	0.00	3.00
	MAIL	7.23	7.23	0.00	7.23
	LIEN COST	51.00	51.00	0.00	51.00
	INT.AT LIE	87.35	87.35	0.00	87.35
	LIEN CERT	7.23	7.23	0.00	7.23
	LIEN CERT	7.23	7.23	0.00	7.23
		2,286.42	2,286.42	1,217.60	3,504.02
Year Totals		2,286.42	2,286.42	1,217.60	3,504.02

Year	Type	Bill			
2014	TL-R	188			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	2,064.48	2,064.48	1,330.32	3,394.80
	30 DAY FEE	3.00	3.00	0.00	3.00
	MAIL	7.23	7.23	0.00	7.23
	LIEN COST	51.00	51.00	0.00	51.00
	INT.AT LIE	82.55	82.55	0.00	82.55
	LIEN CERT	7.23	7.23	0.00	7.23
	LIEN CERT	14.46	14.46	0.00	14.46
		2,229.95	2,229.95	1,330.32	3,560.27
Year Totals		2,229.95	2,229.95	1,330.32	3,560.27

Year	Type	Bill			
2013	TL-R	162			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	2,010.62	2,010.62	1,434.81	3,445.43
	MAIL	6.83	6.83	0.00	6.83
	30 DAY FEE	3.00	3.00	0.00	3.00
	LIEN COST	39.00	39.00	0.00	39.00
	INT.AT LIE	80.59	80.59	0.00	80.59
	DISC XTRA	6.00	6.00	0.00	6.00
	LIEN CERT	6.86	6.86	0.00	6.86
		2,152.90	2,152.90	1,434.81	3,587.71
Year Totals		2,152.90	2,152.90	1,434.81	3,587.71

TOWN OF OLD ORCHARD BEACH



Real Estate Tax Statement

Year	Type	Bill				
2012	TL-R	219				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	2,008.66	2,008.66	1,569.39	3,578.05	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	MAIL	6.26	6.26	0.00	6.26	
	LIEN COST	39.00	39.00	0.00	39.00	
	INT.AT LIE	88.99	88.99	0.00	88.99	
	LIEN CERT	13.72	13.72	0.00	13.72	
	DISC XTRA	6.00	6.00	0.00	6.00	
		2,165.63	2,165.63	1,569.39	3,735.02	
Year Totals		2,165.63	2,165.63	1,569.39	3,735.02	

Year	Type	Bill				
2011	TL-R	20117203				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	2,030.10	2,030.10	1,733.31	3,763.41	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	MAIL	6.26	6.26	0.00	6.26	
	LIEN COST	39.00	39.00	0.00	39.00	
	INT.AT LIE	86.43	86.43	0.00	86.43	
	CERTIFIED	6.26	6.26	0.00	6.26	
		2,171.05	2,171.05	1,733.31	3,904.36	
Year Totals		2,171.05	2,171.05	1,733.31	3,904.36	

Year	Type	Bill				
2010	TL-R	49				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	1,960.41	1,960.41	1,806.53	3,766.94	
	MAIL	6.26	6.26	0.00	6.26	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	LIEN COST	39.00	39.00	0.00	39.00	
	INT AT LIE	87.04	87.04	0.00	87.04	
	CERTIFIED	6.26	6.26	0.00	6.26	
		2,101.97	2,101.97	1,806.53	3,908.50	
Year Totals		2,101.97	2,101.97	1,806.53	3,908.50	

Year	Type	Bill				
2009	TL-R	55				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	1,854.30	1,854.30	2,889.15	4,743.45	
	MAIL	6.26	6.26	0.00	6.26	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	LIEN COST	39.00	39.00	0.00	39.00	
	INT AT LIE	131.33	131.33	0.00	131.33	
	CERTIFIED	6.26	6.26	0.00	6.26	
		2,040.15	2,040.15	2,889.15	4,929.30	
Year Totals		2,040.15	2,040.15	2,889.15	4,929.30	

TOWN OF OLD ORCHARD BEACH



Real Estate Tax Statement

Year	Type	Bill				
2008	TL-R	800214				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	1,799.85	1,799.85	3,282.93	5,082.78	
	MAIL	6.04	6.04	0.00	6.04	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	LIEN COST	39.00	39.00	0.00	39.00	
	INT.AT LIE	128.12	128.12	0.00	128.12	
	CERTIFIED	6.26	6.26	0.00	6.26	
		1,982.27	1,982.27	3,282.93	5,265.20	
Year Totals		1,982.27	1,982.27	3,282.93	5,265.20	
Year	Type	Bill				
2007	TL-R	700168				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	1,812.85	1,812.85	2,228.31	4,041.16	
	MAIL	5.93	5.93	0.00	5.93	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	LIEN COST	39.00	39.00	0.00	39.00	
	INT.AT LIE	120.47	120.47	0.00	120.47	
	CERTIFIED	5.93	5.93	0.00	5.93	
		1,987.18	1,987.18	2,228.31	4,215.49	
Year Totals		1,987.18	1,987.18	2,228.31	4,215.49	
Grand Totals		39,118.67	39,118.67	22,519.83	61,638.50	

** End of Report - Generated by Gidgette Dupuis **

FY 24 Estimated Taxes = \$2,700.00
 Total Due \$64,338.50

AGENDA ITEM #7977

Discussion with Action: Approve the Pole Permit application from Central Maine Power Company for a pole to be installed on Smithwheel Road, 150 feet northerly of pole 29H.

Chair: Shawn O'Neill

2 of 4

Notification: 10103428110

Work Order: 801000445480

CENTRAL MAINE POWER COMPANY
APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of: Old Orchard Beach, Maine

To the: [] City
[X] Town
[X] County of: York, Maine

- [X] Central Maine Power hereby applies for permission to:
[X] Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.
[] Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below. Consolidated Comm of Northern New England

[X] Central Maine Power Company and Northern New England Telephone Operations LLC jointly apply for permission to construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

- 1. Starting Point: pole 29H
2. Road (State & CMP): Smithwheel ave
3. Direction: Northerly
4. Distance: 150 feet to pole, feet
5. Number of Poles: one

- [X] Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code.
[] Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

Any person, firm, or corporation to be adversely affected by this proposed location shall file a written objection with the State Department of Transportation, City, Town or County stating the cause of said objection within fourteen (14) days after the publication of this notice or ninety (90) days after installation of facilities without publication.

- [] Public Notice of this application has been given by publishing the text of the same
[X] Not Published

In:
On:

CENTRAL MAINE POWER COMPANY

Consolidated Comm of northern New England

Northern New England Telephone Operations LLC

By: Dan Sherman

Date: Feb 10, 2022

By: Jessica Theriault Date: 2/14/2022
Jessica Theriault - Right of Way

Auto Fill Form for:
4501 - 4502 - 4503

1 of 4

Notification: 10103428110	<input checked="" type="checkbox"/> Not Published
Work Order: 801000445480	<input type="checkbox"/> Public Notice of this application has been given by publishing the text of the same
Field Planner Name: Dan Sherman	In: _____
Field Planner Phone #: 207-242-0758	On: _____
Date: Feb 10, 2022	

City / Town: Old Orchard Beach
To the: <input type="checkbox"/> City <input checked="" type="checkbox"/> Town
<input checked="" type="checkbox"/> County of: York, Maine

CMP applying for: <input checked="" type="checkbox"/> Overhead <input type="checkbox"/> URD

1. Starting Point: pole 29H
2. Road (State & CMP): Smithwheel ave
3. Direction: Northerly
4. Distance: 150 feet to pole new 29H feet
5. Number of Poles: one

TEL CO: Northern New England Telephone Operations LLC	Refer To Field Planner Web Page for selecting the appropriate Tel Co. Home Page > Field Planner Resources > Telco Information
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If you only need 1 copy of the 4502 Form, just click "Print Form" A print dialogue will open, click print to print all 3 forms.

If you need multiple copies of the 4502 Form, click "Print Form" A print dialogue will open, again, click print to print all. After you print all, click "Print Form" again, but this time select print range page "3" only and select the number of copies you need

Y of Y

Notification: 10103428110

Work Order: 801000445480

LOCATION PERMIT

Consolidated Comm of Northern New England

Upon the Application of Center Maine Power Company and Northern New England Telephone Operations LLC,

dated Feb 10, 2022, asking for permission, in accordance with law, to construct and

maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances

over, under, along or across certain highways and public roads in the location described in said application,

permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location,

said facilities and appurtenances in the City / Town of Old Orchard Beach,

approximately located as follows:

- 1. Starting Point: pole 29H
- 2. Road (State & CMP): Smithwheel ave
- 3. Direction: Northerly
- 4. Distance: 150 feet to pole, feet
- 5. Number of Poles: one

Facilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 feet over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 inches under pavement and 30 inches elsewhere, all in a manner conforming to the National Electric Safety Code.

By: _____

By: _____

By: _____

By: _____

By: _____

Municipal Officers

Office of the _____

Received and Recorded in Book _____, Page _____

Attest: _____

Clerk

AGENDA ITEM #7978

Discussion with Action: To accept from Woodbridge Condominiums a permanent access and driveway easement of 331.5 square feet in area, 14 feet in width and 30 feet in length for the purposes of accessing the Portland Avenue Pump Station, and a temporary construction easement of 453 square feet in area for the purpose of entering the easement area during construction project to replace the Portland Avenue Pump Station, in substantially the same form as the easements included in the Council packet.

Chair: Shawn O'Neill

Access and Driveway Easement

WOODBRIIDGE CONDOMINIUMS, a Maine non-profit corporation with an address of 198 Saco Avenue, Old Orchard Beach, Maine 04064 (hereinafter called “Grantor”), grants to the **TOWN OF OLD ORCHARD BEACH, MAINE**, a body corporate and politic having an address of 1 Portland Avenue, Old Orchard Beach, Maine 04064 (hereinafter called “Grantee”), a right of way for the purposes of pedestrian and vehicular access and parking over and across an existing driveway in and to the land of Grantor being a portion of land described in Declaration of Condominium, Woodbridge Condominium recorded in the York County Registry of Deeds in Book 4735, Page 1, as amended, and further described as a portion of Tax Map 104, Block 2, Lot 13, in Old Orchard Beach, Maine, which is more particularly shown in the location and configuration depicted on the attached **Exhibit A** and labeled “Proposed Permanent Easement 331.5 S.F.” (“Easement Area”). The Easement Area shall not be relocated, enlarged, reconfigured or modified in any manner (other than routine paving and resurfacing) by Grantee without the Grantor’s prior written consent.

This right of way is approximately 331.5 square feet in area, 14 feet in width and 30 feet in length, and includes the right to maintain, repair, and keep up the driveway located within the right of way. This right of way shall be appurtenant to, benefit, and provide access to land now owned by Grantee as shown on Exhibit A. This right of way shall burden the land of Grantor described in Declaration of Condominium, Woodbridge Condominium recorded in the York County Registry of Deeds in Book 4735, Page 1, as amended. Grantor, and its successors and assigns shall have the right, in common with Grantee to cross and access the right of way granted herein from time to time, provided however that such use shall not unreasonably interfere with Grantee’s rights. Grantee shall keep and maintain the driveway and Easement Area in good order and repair, such maintenance being the sole responsibility of Grantee.

The provisions of this instrument shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, King H. Weinstein, as Secretary of Woodbridge Condominiums, duly authorized, has caused this instrument to be executed as of this ____ day of _____, 2023.

WOODBRIIDGE CONDOMINIUMS

Witness

By: King H. Weinstein
Its: Secretary

STATE OF MAINE
County of York, SS.

_____, 2023

Then personally appeared the above-named King H. Weinstein, in his/her capacity as Secretary of Woodbridge Condominiums and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of Woodbridge Condominiums.

Before me,

Notary Public

Printed Name: _____

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

WOODBIDGE CONDOMINIUMS, a Maine non-profit corporation with an address of 198 Saco Avenue, Old Orchard Beach, Maine 04064 (hereinafter called “Grantor”), grants to the **TOWN OF OLD ORCHARD BEACH, MAINE**, a body corporate and politic having an address of 1 Portland Avenue, Old Orchard Beach, Maine 04064 (hereinafter called “Grantee”) the temporary rights, easements and privileges in and to the land of Grantor being a portion of land described in Declaration of Condominium, Woodbridge Condominium recorded in the York County Registry of Deeds in Book 4735, Page 1, as amended, and further described as a portion of Tax Map 104, Block 2, Lot 13, in Old Orchard Beach, Maine, and more particularly described as follows:

A temporary easement over and across that portion of the property of the Grantor shown on **EXHIBIT A** and labeled “Proposed Construction Easement 453 S.F.” (the “Easement Area”), attached hereto, for the purposes of entering the Easement Area with personnel, vehicles, equipment and materials to construct, install, maintain, repair, upgrade, and/or replace the pump station in connection with the construction of the Portland Avenue Pump Station project (the “Project”) on the Town’s property reasonably adjacent. Grantee shall have the right to use the Easement Area for all purposes associated with Grantee’s construction of its contemplated work in the location and configuration shown on plans which have previously been provided to Grantor.

This easement shall continue during the construction of the Project, and shall expire upon the completion of all construction improvements, such completion to be evidenced by the issuance of a Certificate of Completion from Grantee’s responsible engineer in charge of the construction project, which Certificate or evidence thereof shall be recorded in the York County Registry of Deeds; PROVIDED, HOWEVER, that upon completion of construction, Grantee shall promptly repair and reasonably restore to their prior condition any disturbed areas within the Easement Area or any affected portion of Grantor’s property, and further provided that Grantee shall indemnify and hold harmless Grantor from and against any and all claims arising out of any activities undertaken by Grantee pursuant to this easement.

The foregoing indemnity obligations shall expire upon the automatic termination of this easement except as to any conditions arising prior to the termination hereof. Notwithstanding anything else herein to the contrary, nothing herein shall be construed as a waiver or limitation of any claim of sovereign immunity or the limitations imposed by the Maine Tort Claims Act to the extent the same may benefit Grantee.

IN WITNESS WHEREOF, the said King H. Weinstein as duly authorized Secretary of Woodbridge Condominiums has caused this instrument to be executed as of this _____ day of _____, 2023.

WITNESS:

WOODBIDGE CONDOMINIUMS

By: _____
Its: _____

STATE OF MAINE
County of York, ss.

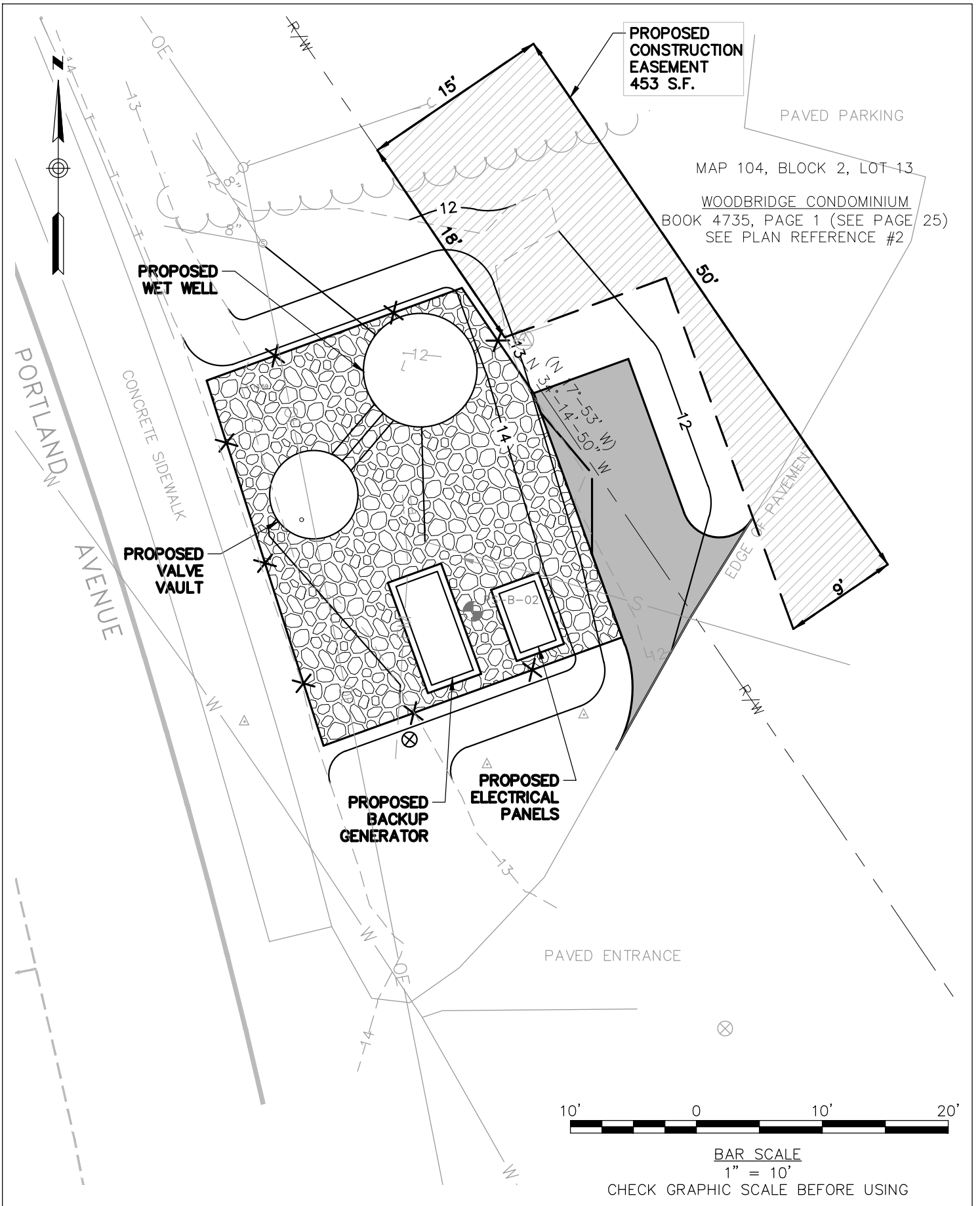
_____, 2023

Personally appeared before me the above-named King H. Weinstein, Secretary of Woodbridge Condominiums and acknowledged the foregoing to be his/her free act and deed in said capacity, and the free act and deed of Woodbridge Condominiums

Notary Public/Attorney-at-Law

EXHIBIT A

\\woodardcurran.net\shared\projects\0232616.01 oob wwtf ps upgrades\wip\drawings\wwtf and lift station upgrades\easement figures\23261601-fig1a-fig1b



Client Info:
 TOWN OF OLD ORCHARD BEACH
 OLD ORCHARD BEACH, MAINE
 WWTF AND PUMP STATIONS UPGRADES

Job No: 232616.01
 Date: JAN 2023
 Scale: 1"=10'
 Des by: TEH
 Drn by: JDE
 Chk by: RTP

Drawing Title
**PORTLAND AVENUE PUMP STATION
 CONSTRUCTION EASEMENT
 MAP 104, BLOCK 2, LOT 13**

Drawing Number
FIGURE 1B

AGENDA ITEM #7979

Discussion with Action: Amend the Chamber of Commerce's approved Special Event Permit, approved on 04/05/2022, for the Car Show that is occurring on September 15th and 16th, by allowing volunteers to park in the Milliken Stret parking lot on Saturday, the 16th without cost.

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill