



Town Council - Meeting Agenda

May 7th, 2024 @ 6:30pm
Council Chambers - 1 Portland Avenue

www.oobmaine.com/town-council

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

PRESENTATION:

Ron Smith, RHR Smith and Company, FY 2023 Audit presentation.

ACCEPTANCE OF MINUTES:

Accept the minutes from the 4/11/2024 Executive Sessions, 4/16/2024 Regular Meeting, 4/17/2024 Workshop, and the 4/30/2024 Workshop.

Chair: Shawn O'Neill

PUBLIC HEARING - LIQUOR LICENSE & APPROVALS:

Sugars LLC, Christina Sugars, (206-31-9), 41 Old Orchard Street, m-s-v in a class A restaurant/lounge.

Chair: Shawn O'Neill

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Emily and Matt Doherty, (315-15-3-2), 21 Union Avenue #2, one (1) year-round rental.

Alberto Grajales, (305-7-1-16), 78 East Grand Avenue #204, one (1) year-round short-term rental.

Lois & Bruce Dickison Trust, Jeff Dickison, (322-2-3), 17 Connecticut Avenue, one (1) seasonal short-term rental.

Stephen Robert Thompson, (105A-1-822), 6 Woods Lane, one (1) year-round short-term rental.

Noah Dileo, (307-2-1), 1 Old Orchard Street, retail.

Country Meadows LLC, Ashlea Giard, (107-3-6-21), 13 Country Drive, one (1) year-round short-term rental.

Miriya and Jerrod Smith, (204-3-36), 41 Cascade Road, one (1) year-round short-term rental,

Todd Regoulinsky, (206-4-5) 100 Saco Avenue, one (1) year-round short-term rental.

Apollo Capital LLC, Daphne Rioux, (304-4-1), 2 York Street, two (2) year-round short-term rentals.

Kim Morrison LLC, Alfred & Kimberly Tetrault, (303-1-2), 3 Morrison Street, one (1) year-round rental.

Donald Lenzie, (315-6-7-6), 22 Odessa Avenue #6, one (1) year-round short-term rental.

Continued on next page

Ronald & Dawn Houle, (206-28-4), 25 Summit Street, one (1) year-round short-term rental.

Archer Homes LLC, John Garrett, (314-10-1), 77 Ocean Avenue, one (1) year-round short-term rental.

BJB Realty LLC, (210-4-10), 6 Oregon Avenue, sixteen (16) year-round rentals.

Sugars LLC, Christina Sugars, (206-31-9) 41 Old Orchard Street, victualers with prep and alcohol.

Chair: Shawn O'Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

Eagle Holding Company, Birdies Tavern & Grill, (208-1-6), 168 Saco Avenue, live music and trivia, Sunday through Saturday, 12:00 pm until 10:00 pm, inside.

Christina Sugars, Sugars LLC, (206-31-9), 41 Old Orchard Street, single person or duet, Sunday through Saturday, 12:00 pm until 9:00 pm, inside and outside.

Cameron & Christian Langlois, Big Bites Big Shots, (307-3-1), 8 West Grand Avenue, dancing, DJ, live entertainment, music, Saturday through Friday, 11:00 am until 1:00 am, inside and outside.

Ben Dechristoforo, The Local Eatery and Tap, (309-1-5), 23 Washington Avenue, acoustic solo and duos, DJ, trivia, Wednesday through Sunday, 8:00 pm until 11:00 pm, inside.

Dimitry Inc., Jimmy Albert, Jimmy the Greeks, (211-9-1), 215 Saco Avenue, bands, comedy, DJ, Sunday through Saturday, 12:00 pm until 12:00 am, inside and outside.

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #8148

Discussion with Action: Set the Public Hearing Date for June 4, 2024, for the Town Council to consider amendments to repeal Ch. 70 (Floods), Article II (Floodplain Management Ordinance), Secs. 70-26 – 70-38 and referenced Flood Insurance Rate Maps and adopt Ch. 70 (Floods), Article II (Floodplain Management Ordinance), Secs. 70-26 – 70-41 and referenced Flood Insurance Rate Maps. This proposal replaces the current floodplain management ordinance and references flood insurance rate maps with an updated floodplain management ordinance and flood insurance rate maps. To continue participation in the National Flood Insurance Program the Town is required to adopt the ordinance and maps no later than 17 July 2024.

Chair: Shawn O'Neill

**TO: Old Orchard Beach Town Council
Diana Asanza, Town Manager
Tim Fleury, Executive Assistant**
FROM: Planning Department
SUBJECT: Floodplain Ordinance and Map Adoption
DATE: 7 May 2024

Since the late 2000's the Federal Emergency Management Administration (FEMA) has worked on the development and adoption of new Flood Insurance Rate Maps (FIRM). With the FIRMs last update of 1984-85 and floodplain management ordinance last update of 1986, FEMA recognized technology and knowledge has advanced to allow FEMA to identify and understand flooding impacts more accurately. This resulted in the creation of new FIRMs during the late 2000's.

FEMA's presentation and adoption attempts of the new FIRMs and supporting floodplain management ordinance has been ongoing since the new FIRMs were originally released during the 2000's. During 2018, adoption seemed imminent until OOB appealed the FIRMs. OOB's appeal was partially successfully by reducing the extent of some regulated flood zones (which reduced the number of properties in the flood zones) and reducing the base flood elevation in some areas. Also, this delayed adoption of the new FIRMs as FEMA was required to revise the FIRMs to reflect the results of the successful appeal.

With appeals concluded and FEMA fulfilling their adoption process obligations required by law, FEMA provided notice to OOB by letter dated 17 January 2024 that the flood hazard determinations for OOB are considered final. If OOB wants to continue its participation in the National Flood Insurance Program (NFIP), we are required to adopt the new FIRMs and floodplain management ordinance no later than 17 July 2024. According to FEMA, "Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24." What this means is if OOB does not adopt the FIRMs and floodplain management ordinance by 17 July, OOB will be suspended from the NFIP on 18 July 2024. Suspension would significantly impact the Town and property owners as it could prevent those in the floodplain from securing flood insurance as well as the Town's ability to secure disaster relief from flooding events.

Steps to Adopt

Now that we have received final notice from FEMA and the updated FIRMs (which we received during March 2024), we must take the steps to adopt the FIRMs and floodplain management ordinance to continue our participation in the NFIP. To adopt the FIRMs, the Town must adopt the floodplain management ordinance because the FIRMs are adopted by reference in the ordinance (see draft floodplain management ordinance, Sec. 70-26, last paragraph). Adopting the ordinance also adopts the FIRMs.

Council has local jurisdiction of the adoption process. The process is the same as the typical ordinance adoption process where the Council has a 1st reading and schedules a public hearing, holds a public hearing, then a final vote. A few things to note:

- The most important note is Council must adopt by 17 July 2024 to continue participating in the NFIP.
- Notice of the public hearing must be posted at Town Hall at least 13 days before the public hearing.
- Notice of the public hearing must be published at least two times in a newspaper with the first publication at least 12 days before the hearing and second publication at least 7 days before the hearing.
- One of the reasons we are requesting a public hearing to be held on 4 June is to ensure the above requirements are met.
- We must send the ordinance to the State floodplain office for their review and comment. Ideally this is done before the ordinance is adopted (Note- I sent the draft ordinance to the State at the end of April).
- Council may choose to hold a workshop before the public hearing.
- Notices will be mailed to all property owners in the floodplain on the new FIRMs after the public hearing is scheduled.

Proposed Flood Zones on FIRMs

I believe the best way to view the proposed FIRMs is through the Town website GIS page. Also, on GIS you can compare the proposed flood zones to current flood zones. Instructions to access the new FIRMs are attached to this memo.

Additional attachments include two Town wide parcel-based maps showing proposed FIRM flood zones and current flood zones.

Ordinance Changes

The State sent the Town a model floodplain management ordinance. The Town's draft ordinance has been amended to reflect the State's model. The Town has some flexibility to change language as long as the changes are consistent with federal requirements. As I understand, the Town's current ordinance is, in some cases, more restrictive than the State model. OOB's Floodplain Coordinator Rick Haskell is more knowledgeable and in a better position than I to comment on any changes he'd like to see, or any Council would like to make.

As stated in this memo the draft must be sent to the State floodplain office for review and comment. This was done during the end of April. State comments will be provided to Council after I or Rick receive them.

Next Steps

The Council should schedule a public hearing. I recommend the hearing is held no earlier than the 4 June meeting. Also, Council may choose to schedule a workshop. Finally, Council may have questions or requests to change draft ordinance language. If this is so it will be important to include Rick Haskell as he is the best person to advise Council on floodplain matters.

**AMENDMENTS TO CHAPTER 70 (Floods), ARTICLE II, SECTIONS 70-26 – 70-41
Draft 1 - (5/2024)**

Chapter 70 FLOODS

ARTICLE I. IN GENERAL

Secs. 70-1—70-25. Reserved.

ARTICLE II. FLOODPLAIN MANAGEMENT ORDINANCE

Section 70-26. PURPOSE AND ESTABLISHMENT

Certain areas of the Town of Old Orchard Beach, Maine are subject to periodic flooding, causing serious damages to properties within these areas. Relief is available in the form of flood insurance as authorized by the National Flood Insurance Act of 1968.

Therefore, the Town of Old Orchard Beach, Maine has chosen to become a participating community in the National Flood Insurance Program and agrees to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended) as delineated in this Floodplain Management Ordinance.

It is the intent of the Town of Old Orchard Beach, Maine to require the recognition and evaluation of flood hazards in all official actions relating to land use in the floodplain areas having special flood hazards.

The Town of Old Orchard Beach has the legal authority to adopt land use and control measures to reduce future flood losses pursuant to Title 30-A MRSA, Sections 3001-3007, 4352, 4401-4407, and Title 38 MRSA, Section 440.

The National Flood Insurance Program, established in the aforesaid Act, provides that areas of the Town of Old Orchard Beach having a special flood hazard be identified by the Federal Emergency Management Agency and that floodplain management measures be applied in such flood hazard areas. This Ordinance establishes a Flood Hazard Development Permit system and review procedure for development activities in the designated flood hazard areas of the Town of Old Orchard Beach, Maine.

The areas of special flood hazard, Zones A, AE, and VE for the Town of Old Orchard Beach, York County, Maine, identified by the Federal Emergency Management Agency in a report entitled “Flood Insurance Study – York County, Maine” dated July 17, 2024, with accompanying “Flood Insurance Rate Map” dated July 17, 2024, as amended, are hereby adopted by reference and declared to be a part of this Ordinance.

Section 70-27. PERMIT REQUIRED

The Code Enforcement Officer shall be designated as the local Floodplain Administrator. The Floodplain Administrator shall have the authority to implement the commitment made to administer and enforce the requirements for participation in the National Flood Insurance Program.

Before any construction or other development (as defined in section 70-39), including the placement of manufactured homes, begins within any areas of special flood hazard established in section 70-26, a Flood Hazard Development Permit shall be obtained from the Code Enforcement Officer, except as provided in section 70-32. This permit shall be in addition to any other permits which may be required pursuant to the codes and ordinances of the Town of Old Orchard Beach, Maine.

Section 70-28. APPLICATION FOR PERMIT

The application for a Flood Hazard Development Permit shall be submitted to the Code Enforcement Officer and shall include:

- A. The name, address, and phone number of the applicant, owner, and contractor;
- B. An address and a map indicating the location of the construction site;
- C. A site plan showing locations of existing and/or proposed development, including but not limited to structures, sewage disposal facilities, water supply facilities, areas to be cut and filled, and lot dimensions;
- D. A statement of the intended use of the structure and/or development;
- E. A statement of the cost of the development including all materials and labor;
- F. A statement as to the type of sewage system proposed;
- G. Specification of dimensions of the proposed structure and/or development;

[Items H-K.3. apply only to new construction and substantial improvements.]

- H. The elevation in relation to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD), or to a locally established datum in Zone A only, of the:
 - 1. base flood at the proposed site of all new or substantially improved structures, which is determined:
 - a. in Zones AE and VE from data contained in the "Flood Insurance Study - York County, Maine," as described in section 70-26; or,
 - b. in Zone A:
 - (1) from any base flood elevation data from federal, state, or other technical sources (such as FEMA's Quick-2 model, FEMA 265), including information obtained pursuant to sections 70-31.M. and 70-34.D.; or,
 - (2) in the absence of all data described in section 70-28.H.1.b.(1), information to demonstrate that the structure shall meet the elevation requirement in section 70-31.H.2.b., section 70-31.I.2.b., or section 70-31.J.2.b.
 - 2. highest and lowest grades at the site adjacent to the walls of the proposed building;
 - 3. lowest floor, including basement; and whether or not such structures contain a basement;
 - 4. lowest machinery and equipment servicing the building; and,
 - 5. level, in the case of non-residential structures only, to which the structure will be floodproofed.

- I. A description of an elevation reference point established on the site of all developments for which elevation standards apply as required in section 70-31;
- J. A written certification by:
 - 1. a Professional Land Surveyor that the grade elevations shown on the application are accurate; and,
 - 2. a Professional Land Surveyor, registered professional engineer or architect that the base flood elevation shown on the application is accurate.
- K. The following certifications as required in section 70-31 by a registered professional engineer or architect:
 - 1. a Floodproofing Certificate (FEMA Form FF-206-FY-22-153, as amended), to verify that the floodproofing methods for any non-residential structures will meet the floodproofing criteria of section 70-31.I., and other applicable standards in section 70-31;
 - 2. a V-Zone Certificate to verify that the construction in coastal high hazard areas, Zone VE and Coastal AE Zone, will meet the criteria of section 70-31.R.; and other applicable standards in section 70-31;
 - 3. a Hydraulic Openings Certificate to verify that engineered hydraulic openings in foundation walls will meet the standards of section 70-31.N.2.a.;
 - 4. a certified statement that bridges will meet the standards of section 70-31.O.;
 - 5. a certified statement that containment walls will meet the standards of section 70-31.P.
- L. A description of the extent to which any water course will be altered or relocated as a result of the proposed development; and,
- M. A statement of construction plans describing in detail how each applicable development standard in section 70-31 will be met.

Section 70-29. APPLICATION FEE AND EXPERT'S FEE

A non-refundable application fee of \$1.00 per \$1000.00 valuation, minimum fee of \$50.00 for all development and new construction or substantial improvements shall be paid to the Town of Old Orchard Beach and a copy of a receipt for the same shall accompany the application.

An additional fee may be charged if the Code Enforcement Officer, Planning Board, and/or Board of Appeals needs the assistance of a professional engineer or other expert. The expert's fee shall be paid in full by the applicant within 10 days after the town submits a bill to the applicant. Failure to pay the bill shall constitute a violation of the ordinance and be grounds for the issuance of a stop work order. An expert shall not be hired by the municipality at the expense of an applicant until the applicant has either consented to such hiring in writing or been given an opportunity to be heard on the subject. An applicant who is dissatisfied with a decision to hire expert assistance may appeal that decision to the Board of Appeals.

Section 70-30. REVIEW STANDARDS FOR FLOOD HAZARD DEVELOPMENT PERMIT APPLICATIONS

The Code Enforcement Officer shall:

- A. Review all applications for the Flood Hazard Development Permit to assure that proposed developments are reasonably safe from flooding and to determine that all pertinent requirements of section 70-31 (Development Standards) have been, or will be met;
- B. Utilize, in the review of all Flood Hazard Development Permit applications:
 - 1. the base flood and floodway data contained in the "Flood Insurance Study - York County, Maine," as described in section 70-26;
 - 2. in special flood hazard areas where base flood elevation and floodway data are not provided, the Code Enforcement Officer shall obtain, review, and reasonably utilize any base flood elevation and floodway data from federal, state, or other technical sources, including information obtained pursuant to section 70-28.H.1.b.(1); section 70-31.M.; and section 70-34.D., in order to administer section 70-31 of this Ordinance; and,
 - 3. when the community establishes a base flood elevation in a Zone A by methods outlined in section 70-28.H.1.b.(1), the community shall submit that data to the Maine Floodplain Management Program.
- C. Make interpretations of the location of boundaries of special flood hazard areas shown on the maps described in section 70-26 of this Ordinance;
- D. In the review of Flood Hazard Development Permit applications, determine that all necessary permits have been obtained from those federal, state, and local government agencies from which prior approval is required by federal or state law, including but not limited to Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1344;
- E. Notify adjacent municipalities, the Department of Environmental Protection, and the Maine Floodplain Management Program prior to any alteration or relocation of a water course and submit copies of such notifications to the Federal Emergency Management Agency;
- F. If the application satisfies the requirements of this Ordinance, approve the issuance of one of the following Flood Hazard Development Permits, based on the type of development:
 - 1. A two-part Flood Hazard Development Permit for elevated structures. Part I shall authorize the applicant to build a structure to and including the first horizontal floor only above the base flood level. At that time the applicant shall provide the Code Enforcement Officer with an "under construction" Elevation Certificate completed by a Professional Land Surveyor based on the Part I permit construction for verifying compliance with the elevation requirements of section 70-31, paragraphs H., I., J., or R. Following review of the Elevation Certificate data, which shall take place within 72 hours of receipt of the application, the Code Enforcement Officer shall issue Part II of the Flood Hazard Development Permit. Part II shall authorize the applicant to complete the construction project; or,
 - 2. A Flood Hazard Development Permit for Floodproofing of Non-Residential Structures that are new construction or substantially improved non-residential structures that are not being elevated but that meet the floodproofing standards of section 70-31.I.1. The application for this permit shall include a Floodproofing Certificate signed by a registered professional engineer or architect; or,

3. A Flood Hazard Development Permit for Minor Development for all development that is not new construction or a substantial improvement, such as repairs, maintenance, renovations, or additions, whose value is less than 50% of the market value of the structure. Minor development also includes but is not limited to: accessory structures as provided for in section 70-31.L., mining, dredging, filling, grading, paving, excavation, drilling operations, storage of equipment or materials, deposition or extraction of materials, public or private sewage disposal systems or water supply facilities that do not involve structures; and non-structural projects such as bridges, dams, towers, fencing, pipelines, wharves, and piers.

For development that requires review and approval as a Conditional Use, as provided for in this Ordinance, the Flood Hazard Development Permit Application shall be acted upon by the Planning Board as required in section 70-32.

- G. Maintain, as a permanent record, copies of all Flood Hazard Development Permit Applications, corresponding Permits issued, and data relevant thereto, including reports of the Board of Appeals on variances granted under the provisions of section 70-35 of this Ordinance, and copies of Elevation Certificates, Floodproofing Certificates, Certificates of Compliance, and certifications of design standards required under the provisions of sections 70-28, 70-31, and 70-33 of this Ordinance.

Section 70-31. DEVELOPMENT STANDARDS

All developments in areas of special flood hazard shall meet the following applicable standards:

A. All Development - All development shall:

1. be designed or modified and adequately anchored to prevent flotation (excluding piers and docks), collapse, or lateral movement of the development resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
2. use construction materials that are resistant to flood damage;
3. use construction methods and practices that will minimize flood damage; and,
4. use electrical, heating, ventilation, plumbing, and air conditioning equipment, and other service facilities that are designed and/or located to prevent water from entering or accumulating within the components during flooding conditions.

B. Water Supply - All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.

C. Sanitary Sewage Systems - All new and replacement sanitary sewage systems shall be designed and located to minimize or eliminate infiltration of flood waters into the system and discharges from the system into flood waters.

D. On Site Waste Disposal Systems - On site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during floods.

E. Watercourse Carrying Capacity - All development associated with altered or relocated portions of a watercourse shall be constructed and maintained in such a manner that no reduction occurs in the flood carrying capacity of the watercourse.

- F. **Utilities** - New construction or substantial improvement of any structure (including manufactured homes) located within:
1. Zones A and AE shall have the bottom of all electrical, heating, plumbing, ventilation and air conditioning equipment, permanent fixtures and components, HVAC ductwork and duct systems, and any other utility service equipment, facilities, machinery, or connections servicing a structure, elevated to at least one foot above the base flood elevation.
 2. Zone VE shall meet the requirements of section 70-31.R.2.
- G. **Physical Changes to the Natural Landscape** - Certain development projects, including but not limited to, retaining walls, sea walls, levees, berms, and rip rap, can cause physical changes that affect flooding conditions.
1. All development projects in Zones AE and VE that cause physical changes to the natural landscape shall be reviewed by a Professional Engineer to determine whether or not the project changes the base flood elevation, zone, and/or the flood hazard boundary line.
 - a. If the Professional Engineer determines, through the use of engineering judgement, that the project would not necessitate a Letter of Map Revision (LOMR), a certified statement shall be provided.
 - b. If the Professional Engineer determines that the project may cause a change, a hydrologic and hydraulic analysis that meets current FEMA standards shall be performed.
 2. If the hydrologic and hydraulic analysis performed indicates a change to the base flood elevation, zone, and/or the flood hazard boundary line, the applicant may submit a Conditional Letter of Map Revision (C-LOMR) request to the Federal Emergency Management Agency for assurance that the as-built project will result in a change to the Flood Insurance Rate Map. Once the development is completed, a request for a Letter of Map Revision (LOMR) shall be initiated.
 3. If the hydrologic and hydraulic analysis performed show a change to the base flood elevation, zone, and/or the flood hazard boundary line, as soon as practicable, but no later than 6 months after the completion of the project, the applicant shall submit the technical data to FEMA in the form of a Letter of Map Revision request.
- H. **Residential** - New construction or substantial improvement of any residential structure located within:
1. Zones AE shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation.
 2. Zone A shall have the lowest floor (including basement) elevated:
 - a. to at least one foot above the base flood elevation utilizing information obtained pursuant to section 70-28.H.1.b.(1); section 70-30.B.; or section 70-34.D., or;
 - b. in the absence of all data described in section 70-31.H.2.a., to at least two feet above the highest adjacent grade to the structure.

3. Zone VE and Coastal AE Zone (as defined) shall meet the requirements of section 70-31.R.

I. **Non-Residential** - New construction or substantial improvement of any non-residential structure located within:

1. Zone AE shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation, or together with attendant utility and sanitary facilities shall:
 - a. be floodproofed to at least one foot above the base flood elevation so that below that elevation the structure is watertight with walls substantially impermeable to the passage of water;
 - b. have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,
 - c. be certified by a registered professional engineer or architect that the floodproofing design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section. Such certification shall be provided with the application for a Flood Hazard Development Permit, as required by section 70-28.K., and shall include a record of the elevation above mean sea level to which the structure is floodproofed.
2. Zone A shall have the lowest floor (including basement) elevated:
 - a. to at least one foot above the base flood elevation utilizing information obtained pursuant to section 70-28.H.1.b.(1); section 70-30.B.; or section 70-34.D., or;
 - b. in the absence of all data described in section 70-31.I.2.a., to at least two feet above the highest adjacent grade to the structure; or,
 - c. together with attendant utility and sanitary facilities, be floodproofed to one foot above the elevation established in section 70-31.I.2.a. or b. and meet the floodproofing standards of section 70-31.I.1.a., b., and c.
3. Zone VE and Coastal AE Zone (as defined) shall meet the requirements of section 70-31.R.

J. **Manufactured Homes** - New or substantially improved manufactured homes located within:

1. Zone AE shall:
 - a. be elevated such that the lowest floor (including basement) of the manufactured home is at least one foot above the base flood elevation;
 - b. be on a permanent foundation, which may be poured masonry slab or foundation walls, with hydraulic openings, or may be reinforced piers or block supports, any of which support the manufactured home so that no weight is supported by its wheels and axles; and,
 - c. be securely anchored to an adequately anchored foundation system to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to:

- (1) over-the-top ties anchored to the ground at the four corners of the manufactured home, plus two additional ties per side at intermediate points (manufactured homes less than 50 feet long require one additional tie per side); or by,
- (2) frame ties at each corner of the home, plus five additional ties along each side at intermediate points (manufactured homes less than 50 feet long require four additional ties per side).
- (3) All components of the anchoring system described in section 70-31.J.1.c.(1) & (2) shall be capable of carrying a force of 4800 pounds.

2. Zone A shall:

- a. be elevated on a permanent foundation, as described in section 70-31.J.1.b., such that the lowest floor (including basement) of the manufactured home is at least one foot above the base flood elevation utilizing information obtained pursuant to section 70-28.H.1.b.(1); section 70-30.B.; or section 70-34.D.; or,
- b. in the absence of all data described in section 70-31.J.2.a., to at least two feet above the highest adjacent grade to the structure; and,
- c. meet the anchoring requirements of section 70-31.J.1.c.

3. Zone VE and Coastal AE Zone (as defined) shall meet the requirements of Article section 70-31.R.

K. Recreational Vehicles - Recreational Vehicles located within:

1. Zones A and AE shall either:

- a. be on the site for fewer than 180 consecutive days; and,
- b. be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or,
- c. be permitted in accordance with the elevation and anchoring requirements for "manufactured homes" in section 70-31.J.1.

2. Zone VE and Coastal AE Zone (as defined) shall meet the requirements of either section 70-31.K.1.a. and b., or section 70-31.R.

L. Accessory Structures - New construction or substantial improvement of Accessory Structures, as defined in section 70-39, shall be exempt from the elevation criteria required in section 70-31.H. & I. above, if all other requirements of section 70-31 and all the following requirements are met.

1. Accessory Structures located in Zones A and AE shall:

- a. meet the requirements of section 70-31.A.1. through 4., as applicable;
- b. be limited in size to a one-story two car garage;

- c. have unfinished interiors and not be used for human habitation;
- d. have only ground fault interrupt electrical outlets. The electric service disconnect shall be located above the base flood elevation and, when possible, outside the Special Flood Hazard Area;
- e. be located outside the floodway;
- f. when possible be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters and be placed further from the source of flooding than is the primary structure;
- g. have hydraulic openings, as specified in section 70-31.N.2., in at least two different walls of the accessory structure; and
- h. be located outside the Coastal AE Zone.

2. Accessory Structures in Zone VE and Coastal A Zones shall meet the requirements of section 70-31.R.

M. Floodways -

1. In Zone AE riverine areas, encroachments, including fill, new construction, substantial improvement, and other development shall not be permitted within a regulatory floodway which is designated on the community's Flood Insurance Rate Map unless a technical evaluation certified by a registered professional engineer is provided demonstrating that such encroachments will not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
2. In Zones A and AE riverine areas, for which no regulatory floodway is designated, encroachments, including fill, new construction, substantial improvement, and other development shall not be permitted in the floodway as determined in section 70-31.M.3. unless a technical evaluation certified by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing development and anticipated development:
 - a. will not increase the water surface elevation of the base flood more than one foot at any point within the community; and,
 - b. is consistent with the technical criteria contained in FEMA's guidelines and standards for flood risk analysis and mapping.
3. In Zones A and AE riverine areas, for which no regulatory floodway is designated, the regulatory floodway is determined to be the channel of the river or other water course and the adjacent land areas to a distance of one-half the width of the floodplain as measured from the normal high water mark to the upland limit of the floodplain.

N. Hydraulic Openings/Flood Vents - New construction or substantial improvement of any structure in Zones A and AE that meets the development standards of section 70-31, including the elevation requirements of section 70-31, paragraphs H., I., or J. and is elevated on posts, columns, piers, piles, or crawl spaces may be enclosed below the base flood elevation requirements provided all the following criteria are met or exceeded:

1. Enclosed areas are not "basements" as defined in section 70-39;
 2. Enclosed areas shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood water. Designs for meeting this requirement must either:
 - a. be engineered and certified by a registered professional engineer or architect; or,
 - b. meet or exceed the following minimum criteria:
 - (1) a minimum of two openings having a total net area of not less than one square inch for every square foot of the enclosed area;
 - (2) the bottom of all openings shall be below the base flood elevation and no higher than one foot above the lowest grade; and,
 - (3) openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the entry and exit of flood waters automatically without any external influence or control such as human intervention, including the use of electrical and other non-automatic mechanical means;
 3. The enclosed area shall not be used for human habitation; and,
 4. The enclosed areas are usable solely for building access, parking of vehicles, or storage.
- O. **Bridges** - New construction or substantial improvement of any bridge in Zones A, AE, and VE shall be designed such that:
1. when possible, the lowest horizontal member (excluding the pilings or columns) is elevated to at least one foot above the base flood elevation; and,
 2. a registered professional engineer shall certify that:
 - a. the structural design and methods of construction shall meet the elevation requirements of this section and the floodway standards of section 70-31.M.; and,
 - b. the foundation and superstructure attached thereto are designed to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all structural components. Water loading values used shall be those associated with the base flood.
- P. **Containment Walls** - New construction or substantial improvement of any containment wall located within:
1. Zones A, AE, and VE shall:
 - a. have the containment wall elevated to at least one foot above the base flood elevation;
 - b. have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,
 - c. be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of

this section. Such certification shall be provided with the application for a Flood Hazard Development Permit, as required by section 70-28.K.

Q. Wharves, Piers, and Docks - New construction or substantial improvement of wharves, piers, and docks are permitted in and over water and seaward of the mean high tide if the following requirements are met:

1. in Zones A and AE, wharves, piers, and docks shall comply with all applicable local, state, and federal regulations; or,
2. in Zone VE, wharves, piers, and docks shall have a registered professional engineer develop or review the structural design, specifications, and plans for the construction.

R. Coastal Floodplains -

1. New construction located within Zones AE and VE shall be located landward of the reach of mean high tide except as provided in section 70-31.R.7.
2. New construction or substantial improvement of any structure located within Zone VE or Coastal AE Zone shall have the bottom of all electrical, heating, plumbing, ventilation and air conditioning equipment, permanent fixtures and components, HVAC ductwork and duct systems, and any other utility service equipment, facilities, machinery, or connections servicing a structure, elevated to at least one foot above the base flood elevation. Systems, fixtures, equipment, and components shall not be mounted on or penetrate through walls intended to break away under flood loads.
3. New construction or substantial improvement of any structure located within Zone VE and Coastal AE Zones (as defined) shall:
 - a. be elevated on posts or columns such that:
 - (1) the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to at least one foot above the base flood elevation;
 - (2) the pile or column foundation and the elevated portion of the structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components; and,
 - (3) water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state and local building standards.
 - b. have the space below the lowest floor:
 - (1) free of obstructions; or,
 - (2) constructed with open wood lattice-work, or insect screening intended to collapse under wind and water without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting piles or columns; or,
 - (3) constructed with non-supporting breakaway walls that have a design safe loading resistance of not less than 10 or more than 20 pounds per square foot.

- c. require a registered professional engineer or architect to:
 - (1) develop or review the structural design, specifications, and plans for the construction, which must meet or exceed the technical criteria contained in the *Coastal Construction Manual*, (FEMA-55); and,
 - (2) certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the criteria of section 70-31.R.3.
- 4. The use of fill for structural support in Zone VE and Coastal AE Zones is prohibited.
- 5. Human alteration of sand dunes within Zone VE and Coastal AE Zones is prohibited unless it can be demonstrated that such alterations will not increase potential flood damage.
- 6. The area below the lowest floor shall be used solely for parking vehicles, building access, and storage.
- 7. Conditional Use - Lobster sheds and fishing sheds may be located seaward of mean high tide and shall be exempt from the elevation requirement in section 70-31.I. only if permitted as a Conditional Use following review and approval by the Planning Board, as provided in section 70-32, and if all the following requirements and those of section 70-31.A., 70-31.M., and 70-31.N. are met:
 - a. The conditional use shall be limited to low value structures such as metal or wood sheds 200 square feet or less and shall not exceed more than one story.
 - b. The structure shall be securely anchored to the wharf or pier to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components.
 - c. The structure will not adversely increase wave or debris impact forces affecting nearby buildings.
 - d. The structure shall have unfinished interiors and shall not be used for human habitation.
 - e. Any mechanical, utility equipment, and fuel storage tanks must be anchored and either elevated or floodproofed to at least one foot above the base flood elevation.
 - f. All electrical outlets shall be ground fault interrupt type. The electrical service disconnect shall be located on shore above the base flood elevation and, when possible, outside the Special Flood Hazard Area.

SECTION 70-32. CONDITIONAL USE REVIEW

The Planning Board shall hear and decide upon applications for conditional uses provided for in this Ordinance. The Planning Board shall hear and approve, approve with conditions, or disapprove all applications for conditional uses. An applicant informed by the Code Enforcement Officer that a Conditional Use Permit is required shall file an application for the permit with the Planning Board.

A. Review Procedure for a Conditional Use Flood Hazard Development Permit

1. The Flood Hazard Development Permit Application with additional information attached addressing how each of the conditional use criteria specified in the Ordinance will be satisfied may serve as the permit application for the Conditional Use Permit.
2. Before deciding any application, the Planning Board shall hold a public hearing on the application within thirty days of their receipt of the application.
3. If the Planning Board finds that the application satisfies all relevant requirements of the ordinance, the Planning Board must approve the application or approve with conditions within 45 days of the date of the public hearing.
4. A Conditional Use Permit issued under the provisions of this Ordinance shall expire if the work or change involved is not commenced within 180 days of the issuance of the permit by the Planning Board.
5. The applicant shall be notified by the Planning Board in writing over the signature of the Chairman of the Planning Board that flood insurance is not available for structures located entirely over water or seaward of mean high tide.

B. Expansion of Conditional Uses

1. No existing building or use of premises may be expanded or enlarged without a permit issued under this section if that building or use was established or constructed under a previously issued Conditional Use Permit or if it is a building or use which would require a Conditional Use Permit if being newly-established or constructed under this Ordinance.

Section 70-33. CERTIFICATE OF COMPLIANCE

No land in a special flood hazard area shall be occupied or used and no structure which is constructed or substantially improved shall be occupied until a Certificate of Compliance is issued by the Code Enforcement Officer subject to the following provisions:

- A. For New Construction or Substantial Improvement of any elevated structure the applicant shall submit to the Code Enforcement Officer:
 1. an Elevation Certificate completed by a Professional Land Surveyor for compliance with section 70-31, paragraphs H., I., J., or R.; and,
 2. for structures in Zone VE and Coastal AE Zone (as defined), certification by a registered professional engineer or architect that the design and methods of construction used are in compliance with section 70-31.R.3.
- B. The applicant shall submit written notification to the Code Enforcement Officer that the development is complete and complies with the provisions of this ordinance.
- C. Within 10 working days, the Code Enforcement Officer shall:
 1. review the required certificate(s) and the applicant's written notification; and,

1. upon determination that the development conforms to the provisions of this ordinance, shall issue a Certificate of Compliance.

Section 70-34. REVIEW OF SUBDIVISION AND DEVELOPMENT PROPOSALS

The Planning Board shall, when reviewing subdivisions and other proposed developments that require review under other federal law, state law, local ordinances or regulations, and all projects on 5 or more disturbed acres, or in the case of manufactured home parks divided into two or more lots, assure that:

- A. All such proposals are consistent with the need to minimize flood damage.
- B. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damages.
- C. Adequate drainage is provided so as to reduce exposure to flood hazards.
- D. All proposals include base flood elevations, flood boundaries, and, in a riverine floodplain, floodway data. These determinations shall be based on engineering practices recognized by the Federal Emergency Management Agency.
- E. Any proposed development plan must include a condition of plan approval requiring that structures on any lot in the development having any portion of its land within a Special Flood Hazard Area are to be constructed in accordance with section 70-31 of this ordinance. Such requirement will be included in any deed, lease, purchase and sale agreement, or document transferring or expressing an intent to transfer any interest in real estate or structure, including but not limited to a time-share interest. The condition shall clearly articulate that the municipality may enforce any violation of the construction requirement and that fact shall also be included in the deed or any other document previously described. The construction requirement shall also be clearly stated on any map, plat, or plan to be signed by the Planning Board or local reviewing authority as part of the approval process.

Section 70-35. APPEALS AND VARIANCES

The Board of Appeals of the Town of Old Orchard Beach may, upon written application of an aggrieved party, hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by, or failure to act by, the Code Enforcement Officer or Planning Board in the administration or enforcement of the provisions of this Ordinance.

The Board of Appeals may grant a variance from the requirements of this Ordinance consistent with state law and the following criteria:

- A. Variances shall not be granted within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
- B. Variances shall be granted only upon:
 1. a showing of good and sufficient cause; and,
 2. a determination that should a flood comparable to the base flood occur, the granting of a variance will not result in increased flood heights, additional threats to public safety, public expense, or create

nuisances, cause fraud or victimization of the public, or conflict with existing local laws or ordinances; and,

3. a showing that the issuance of the variance will not conflict with other state, federal, or local laws or ordinances; and,
 4. a determination that failure to grant the variance would result in "undue hardship," which in this subsection means:
 - a. that the land in question cannot yield a reasonable return unless a variance is granted; and,
 - b. that the need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood; and,
 - c. that the granting of a variance will not alter the essential character of the locality; and,
 - d. that the hardship is not the result of action taken by the applicant or a prior owner.
- C. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief, and the Board of Appeals may impose such conditions to a variance as is deemed necessary.
- D. Variances may be issued for new construction, substantial improvements, or other development for the conduct of a functionally dependent use provided that:
1. the criteria of section 70-35.A. through C. and section 70-31.M. are met; and,
 2. the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
- E. Variances may be issued for the repair, reconstruction, rehabilitation, or restoration of Historic Structures upon the determination that:
1. the development meets the criteria of section 70-35.A. through C.; and,
 2. the proposed repair, reconstruction, rehabilitation, or restoration will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- F. Variances may be issued for new construction and substantial improvement of Agricultural Structures being used for the conduct of agricultural uses provided that:
1. the development meets the criteria of section 70-35.A. through C.; and,
 2. the development meets the criteria of section 70-31.M. and section 70-31.N.
- G. Any applicant who meets the criteria of section 70-35.A. through C. and section 70-35.D., E., or F. shall be notified by the Board of Appeals in writing over the signature of the Chairman of the Board of Appeals that:

1. the issuance of a variance to construct a structure below the base flood level will result in greatly increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage; and,
2. such construction below the base flood level increases risks to life and property; and,
3. the applicant agrees in writing that the applicant is fully aware of all the risks inherent in the use of land subject to flooding, assumes those risks, and agrees to indemnify and defend the municipality against any claims filed against it that are related to the applicant's decision to use land located in a floodplain and that the applicant individually releases the municipality from any claims the applicant may have against the municipality that are related to the use of land located in a floodplain.

H. Appeal Procedure for Administrative and Variance Appeals

1. An administrative or variance appeal may be taken to the Board of Appeals by an aggrieved party within thirty days after receipt of a written decision of the Code Enforcement Officer or Planning Board.
2. Upon being notified of an appeal, the Code Enforcement Officer or Planning Board, as appropriate, shall transmit to the Board of Appeals all of the documents constituting the record of the decision appealed from.
3. The Board of Appeals shall hold a public hearing on the appeal within thirty-five days of its receipt of an appeal request.
4. The person filing the appeal shall have the burden of proof.
5. The Board of Appeals shall decide all appeals within thirty-five days after the close of the hearing and shall issue a written decision on all appeals.
6. The Board of Appeals shall submit to the Code Enforcement Officer a report of all variance actions, including justification for the granting of the variance and an authorization for the Code Enforcement Officer to issue a Flood Hazard Development Permit, which includes any conditions to be attached to said permit.
7. Any aggrieved party who participated as a party during the proceedings before the Board of Appeals may take an appeal to Superior Court in accordance with State laws within forty-five days from the date of any decision of the Board of Appeals.

Section 70-36. ENFORCEMENT AND PENALTIES

- A. It shall be the duty of the Code Enforcement Officer to enforce the provisions of this Ordinance pursuant to Title 30-A MRSA § 4452.
- B. The penalties contained in Title 30-A MRSA § 4452 shall apply to any violation of this Ordinance.
- C. In addition to other actions, the Code Enforcement Officer, upon identifying a violation, may submit a declaration to the Administrator of the Federal Insurance Administration requesting a flood insurance denial. The valid declaration shall consist of:

1. the name of the property owner and address or legal description of the property sufficient to confirm its identity or location;
2. a clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation, or ordinance;
3. a clear statement that the public body making the declaration has authority to do so and a citation to that authority;
4. evidence that the property owner has been provided notice of the violation and the prospective denial of insurance; and,
5. a clear statement that the declaration is being submitted pursuant to Section 1316 of the National Flood Insurance Act of 1968, as amended.

Section 70-37. VALIDITY AND SEVERABILITY

If any section or provision of this Ordinance is declared by the courts to be invalid, such decision shall not invalidate any other section or provision of this Ordinance.

Section 70-38. CONFLICT WITH OTHER ORDINANCES

This Ordinance shall not in any way impair or remove the necessity of compliance with any other applicable rule, ordinance, regulation, bylaw, permit, or provision of law. Where this Ordinance imposes a greater restriction upon the use of land, buildings, or structures, the provisions of this Ordinance shall control.

Section 70-39. DEFINITIONS

Unless specifically defined below, words and phrases used in this Ordinance shall have the same meaning as they have at common law, and to give this Ordinance its most reasonable application. Words used in the present tense include the future, the singular number includes the plural, and the plural number includes the singular. The word "may" is permissive; "shall" is mandatory and not discretionary.

Accessory Structure - a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure.

Adjacent Grade - the natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Agricultural Structure - structures that are used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

Area of Special Flood Hazard - land in the floodplain having a one percent or greater chance of flooding in any given year, as specifically identified in the Flood Insurance Study cited in Section 70-26 of this Ordinance.

Base Flood - a flood having a one percent chance of being equaled or exceeded in any given year, commonly called the 100-year flood.

Basement - any area of a building that includes a floor that is subgrade (below ground level) on all sides.

Breakaway Wall - a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Building - see **Structure**.

Certificate of Compliance - a document signed by the Code Enforcement Officer stating that a structure is in compliance with all of the provisions of this Ordinance.

Coastal AE Zone - The portion of the Coastal High Hazard Area with wave heights between 1.5 feet and 3.0 feet and bounded by a line labeled the "Limit of Moderate Wave Action" (LiMWA) on a Flood Insurance Rate Map (FIRM). VE Zone floodplain construction standards are applied to development, new construction, and substantial improvements in the Coastal AE Zone.

Coastal High Hazard Area - An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal High Hazard Areas are designated as Zone VE and Zone AE bounded by a line labeled "Limit of Moderate Wave Action" (LiMWA) on a Flood Insurance Rate Map (FIRM).

Code Enforcement Officer - a person certified under Title 30-A MRSA, Section 4451 (including exceptions in Section 4451, paragraph 1) and employed by a municipality to enforce all applicable comprehensive planning and land use laws.

Conditional Use - a use that, because of its potential impact on surrounding areas and structures, is permitted only upon review and approval by the Planning Board pursuant to section 70-32.

Containment Wall - a wall surrounding all sides of an above ground tank to contain any spills or leaks.

Development - any manmade change to improved or unimproved real estate. This includes, but is not limited to, buildings or other structures; mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials; and the storage, deposition, or extraction of materials.

Elevated Building - a non-basement building that is:

- a. built, in the case of a building in Zones A or AE, so that the top of the elevated floor, or in the case of a building in Zone VE or Coastal AE Zone, to have the bottom of the lowest horizontal structural member of the elevated floor, elevated above the ground level by means of pilings, columns, posts, or piers; and,
- b. adequately anchored to not impair the structural integrity of the building during a flood of up to one foot above the magnitude of the base flood.

In the case of Zones A or AE, **Elevated Building** also includes a building elevated by means of fill or solid foundation perimeter walls with hydraulic openings sufficient to facilitate the unimpeded movement of flood waters, as required in section 70-31.N. In the case of Zone VE and Coastal AE Zone, **Elevated Building** also includes a building otherwise meeting the definition of elevated building, even though the lower area is enclosed by means of breakaway walls, if the breakaway walls meet the standards of section 70-31.R.3.b.(3).

Elevation Certificate - an official form (FEMA Form FF-206-FY-22-152, as amended) that is used to verify compliance with the floodplain management regulations of the National Flood Insurance Program.

Existing Manufactured Home Park or Subdivision - a manufactured home park or subdivision that was recorded in the deed registry prior to the adoption date of the community's first floodplain management regulations.

Flood or Flooding -

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 1. The overflow of inland or tidal waters.
 2. The unusual and rapid accumulation or runoff of surface waters from any source.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph a.1. of this definition.

Flood Elevation Study - an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Flood Insurance Rate Map (FIRM) - an official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study - see **Flood Elevation Study**.

Floodplain or Floodprone Area - any land area susceptible to being inundated by water from any source (see **Flood or Flooding**).

Floodplain Management - the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain Management Regulations - zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing - any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and contents.

Floodway - see **Regulatory Floodway**.

Floodway Encroachment Lines - the lines marking the limits of floodways on federal, state, and local floodplain maps.

Freeboard - a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed, which could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions.

Functionally Dependent Use - a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Historic Structure - any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior, or,
 2. Directly by the Secretary of the Interior in states without approved programs.

Limit of Moderate Wave Action (LiMWA) - The landward limit of the 1.5 foot breaking wave within a Coastal AE Zone. These areas are bounded by a line labeled "Limit of Moderate Wave Action" (LiMWA) on a Flood Insurance Rate Map (FIRM). The LiMWA line delineates that portion of the Special Flood Hazard Area (SFHA) landward of a VE zone in which the principal sources of flooding are astronomical high tides, storm surges, or tsunamis, not riverine sources. These areas may be subject to wave effects, velocity flows, erosion, scour, or combinations of these forces. The floodplain development and construction standards for VE Zones will be applied in the Coastal AE Zone.

Locally Established Datum - for purposes of this ordinance, an elevation established for a specific site to which all other elevations at the site are referenced. This elevation is generally not referenced to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD), or any other established datum and is used in areas where Mean Sea Level data is too far from a specific site to be practically used.

Lowest Floor - the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements described in section 70-31.N. of this Ordinance.

Manufactured Home - a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term manufactured home also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.

Manufactured Home Park or Subdivision - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean Sea Level - for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD), or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Minor Development - all development that is not new construction or a substantial improvement, such as repairs, maintenance, renovations, or additions, whose value is less than 50% of the market value of the structure. It also includes but is not limited to: accessory structures as provided for in section 70-31.L., mining, dredging, filling, grading, paving, excavation, drilling operations, storage of equipment or materials, deposition or extraction of materials, public or private sewage disposal systems or water supply facilities that do not involve structures; and non-structural projects such as bridges, dams, towers, fencing, pipelines, wharves, and piers.

National Geodetic Vertical Datum (NGVD) - the national vertical datum, a standard established in 1929, which is used by the National Flood Insurance Program (NFIP). NGVD is based upon mean sea level in 1929 and has been called "1929 Mean Sea Level" (MSL).

New Construction - structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

North American Vertical Datum (NAVD) - the national datum whose standard was established in 1988, which is the new vertical datum used by the National Flood Insurance Program (NFIP) for all new Flood Insurance Rate Maps. NAVD is based upon the vertical data used by other North American countries such as Canada and Mexico and was established to replace NGVD because of constant movement of the earth's crust, glacial rebound and subsidence, and the increasing use of satellite technology.

100-year flood - see **Base Flood**.

Recreational Vehicle - a vehicle that is:

- a. built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection, not including slideouts;
- c. designed to be self-propelled or permanently towable by a motor vehicle; and,
- d. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway -

- a. the channel of a river or other water course and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height, and,
- b. when not designated on the community's Flood Insurance Rate Map, it is considered to be the channel of a river or other water course and the adjacent land areas to a distance of one-half the width of the floodplain, as measured from the normal high water mark to the upland limit of the floodplain.

Riverine - relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special Flood Hazard Area - see **Area of Special Flood Hazard**.

Start of Construction - the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, substantial improvement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, or modification of any construction element, whether or not that alteration affects the external dimensions of the building.

Structure - for floodplain management purposes, a walled and roofed building. A gas or liquid storage tank that is principally above ground is also a structure.

Substantial Damage - damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement - any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or,
- b. Any alteration of a Historic Structure, provided that the alteration will not preclude the structure's continued designation as a historic structure, and a variance is obtained from the Board of Appeals.

Variance - a grant of relief by a community from the terms of a floodplain management regulation.

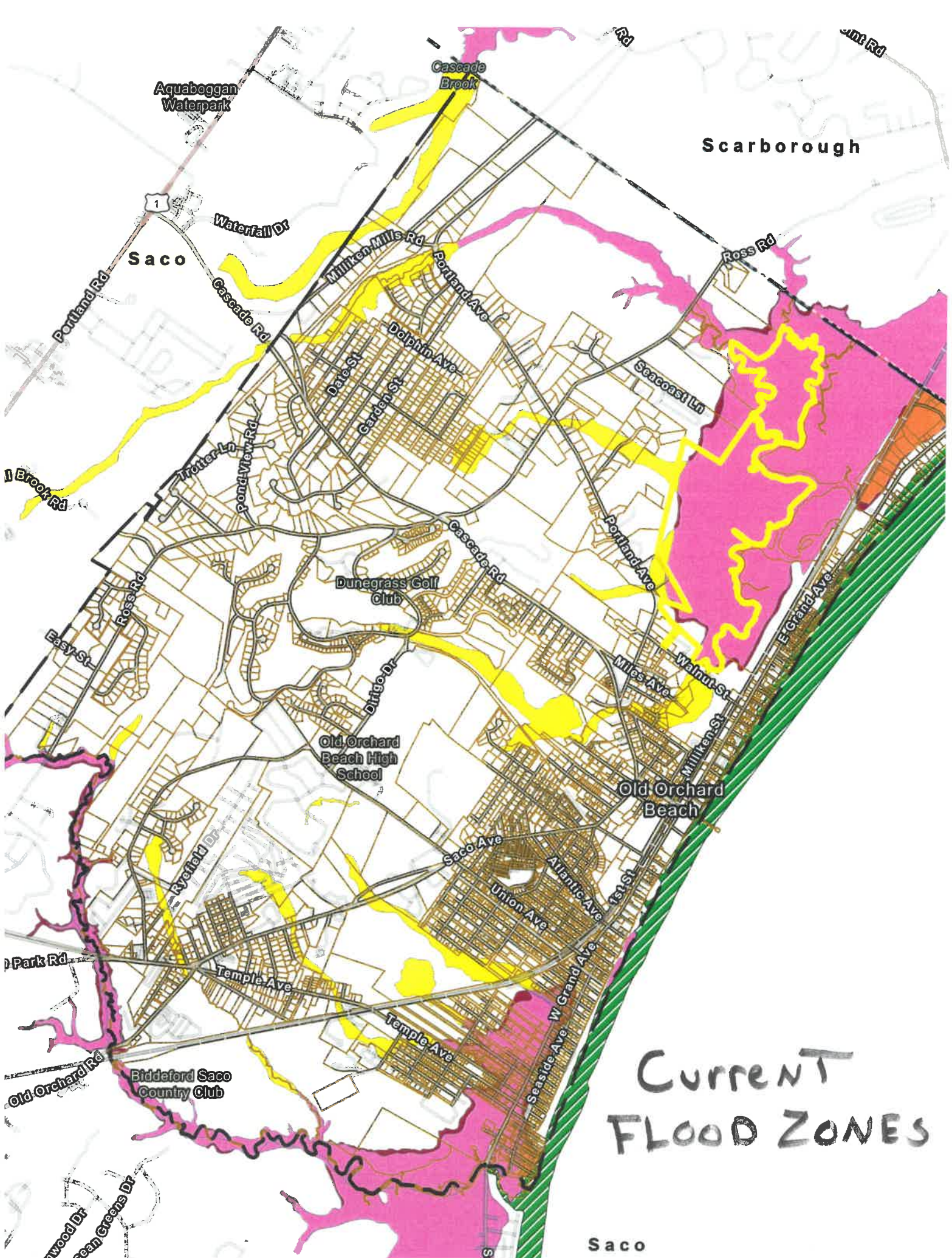
Violation - the failure of a structure or development to comply with a community's floodplain management regulations.

Section 70-40. ABROGATION

This ordinance repeals and replaces any municipal ordinance previously enacted to comply with the National Flood Insurance Act of 1968 (P.L. 90-488, as amended).

Section 70-41. DISCLAIMER OF LIABILITY

The degree of flood protection required by the ordinance is considered reasonable but does not imply total flood protection.

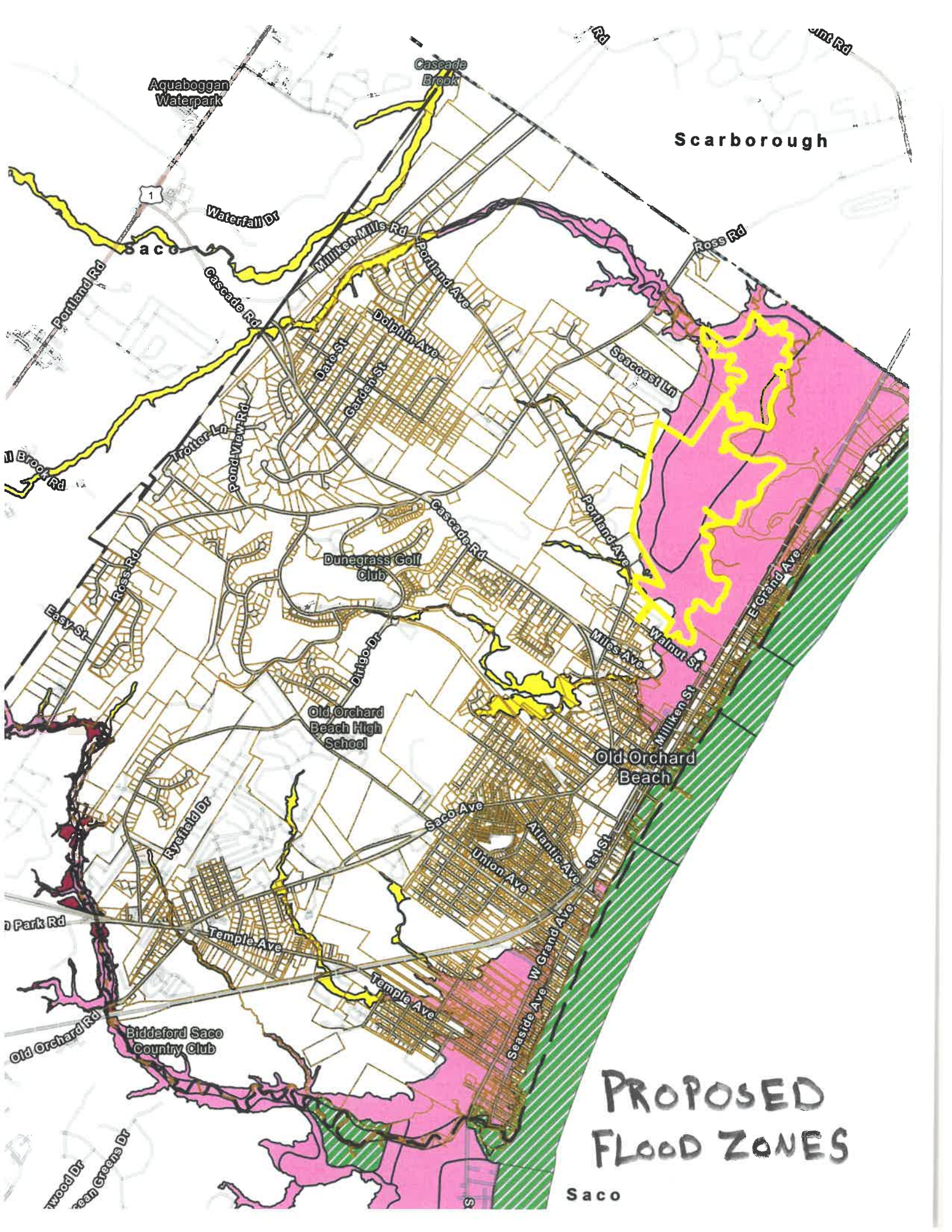


Scarborough

Saco

Current
FLOOD ZONES

Saco



Aquaboggan Waterpark

Cascade Brook

Scarborough

1

Waterfall Dr

Saco

Cascade Rd

Milken Mills Rd

Portland Ave

Ross Rd

Portland Rd

Dolphin Ave

Seacoast Ln

Trotter Ln

Pond View Rd

Dart St

Garden St

Portland Ave

Brook Rd

Dunegrass Golf Club

Cascade Rd

Easy St

Ross Rd

Portland Ave

Miles Ave

Walnut St

Old Orchard Beach High School

Origo Dr

Old Orchard Beach

Milliken St

E Grand Ave

Ryehead Dr

Saco Ave

Union Ave

Atlantic Ave

1st St

Park Rd

Temple Ave

Temple Ave

Seaside Ave

W Grand Ave

Biddeford Saco Country Club

Old Orchard Rd

PROPOSED FLOOD ZONES

Saco

Wood Dr
Sean Greens Dr

Floodplain Maps – Navigating Town GIS (5.7.24)

Below are steps to view, on the Town's GIS site, the proposed flood zones as shown on the proposed Flood Insurance Rate Maps (FIRMs) and currently adopted flood zones

1. Go to: <https://www.oobmaine.com/>, scroll down on the home page and tick GIS in the orange block. You'll be linked to the GIS site.
2. On the GIS site, tick the Layers tab on the left. A menu will slide across the left-hand side of the screen. You can access the proposed and current flood zones on this menu.

Proposed Flood Zones

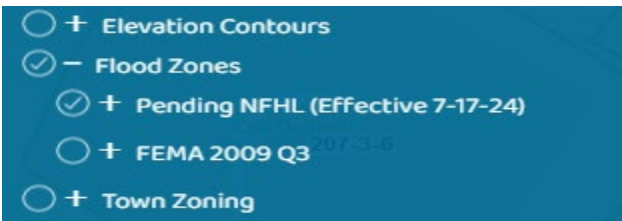
1. To view the proposed flood zones, tick on the circle adjacent to + Flood Zones. You'll see the map change to the proposed flood zone layer.



2. You can zoom in and out, move around with your mouse. Zooming in will allow you to see specific flood zone classifications (e.g., Zone AE EL 9) and a more precise location of a flood zone on a lot.

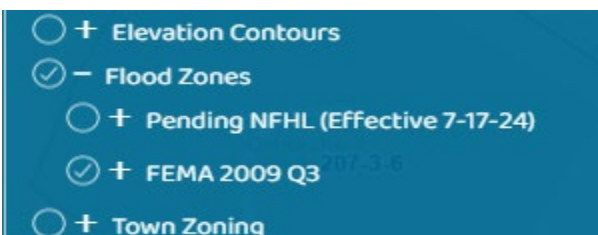
Current Flood Zones

1. To view the current flood zones, tick on the circle adjacent to + Flood Zones. You'll see the map change and it will automatically go to the proposed flood zone layer (same as above). To switch to current flood zone layer, tick the + symbol beside Flood Zones. A submenu will open up and look like this:



2. Next, Remove the check in the circle beside + Pending NFHL by ticking the circle. This will remove the proposed flood zone layer.

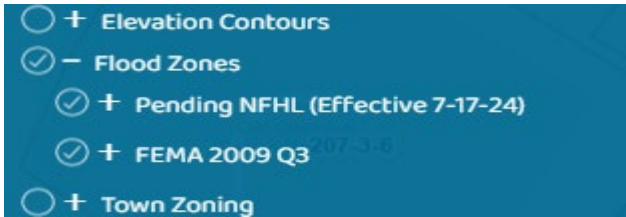
3. To add the current flood zone layer, tick the circle beside + FEMA 2009 Q3. The menu should look like below and the screen will show the current flood zone layer.



4. You can zoom in and out, move around with your mouse.

Proposed and Current Flood Zones

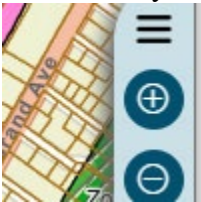
1. To view the proposed and current flood zones, tick on the circle adjacent to + Flood Zones, then tick on the + symbol beside Flood Zones. A submenu will appear.
2. Next tick the circles beside + Pending NFHL and + FEMA 2009 Q3 (make sure there are check marks in both circles). The map will show proposed and current flood zones.



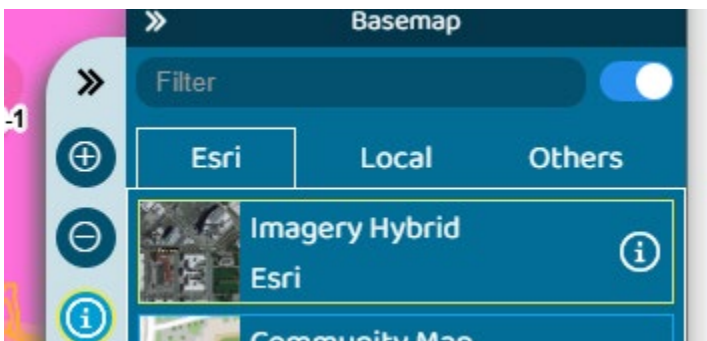
3. You can zoom in and out, move around with your mouse. Also, you can switch proposed and current flood zone layers by checking and unchecking the circles.

Aerial Map

If you like to add an aerial layer to the map so you can see site features such as buildings, on the right side of the GIS screen you'll see a symbol with 3 lines, tick that symbol.



A menu will slide out and you'll see Basemap at the top. Tick that. The menu will change to the Basemap menu. This menu provides several options for map layers including aeriels. Tick on the box you want. Note the most recent aerial is the Esri, Imagery Hybrid.



AGENDA ITEM #8149

Discussion with Action: Set the public hearing date of May 21st, 2024 to amend the Code of Ordinances Section 54-187, Restrictions and Prohibitions, East Grand Avenue, by adopting the underscored language: Three Free 30-Minute parking spaces will be allowed on the East Side (Ocean Side) of East Grand Avenue in a northerly direction in front of the following addresses; Two spaces in front of 13 East Grand Avenue MBLU 306-3-2, and one space in front of 19 East Grand Avenue MBLU 306-4-3.

Chair: Shawn O'Neill

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

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on May 21st, 2024, at 6:30 p.m. to consider the following:

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

Sec. 54-187. - Restrictions and prohibitions.

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

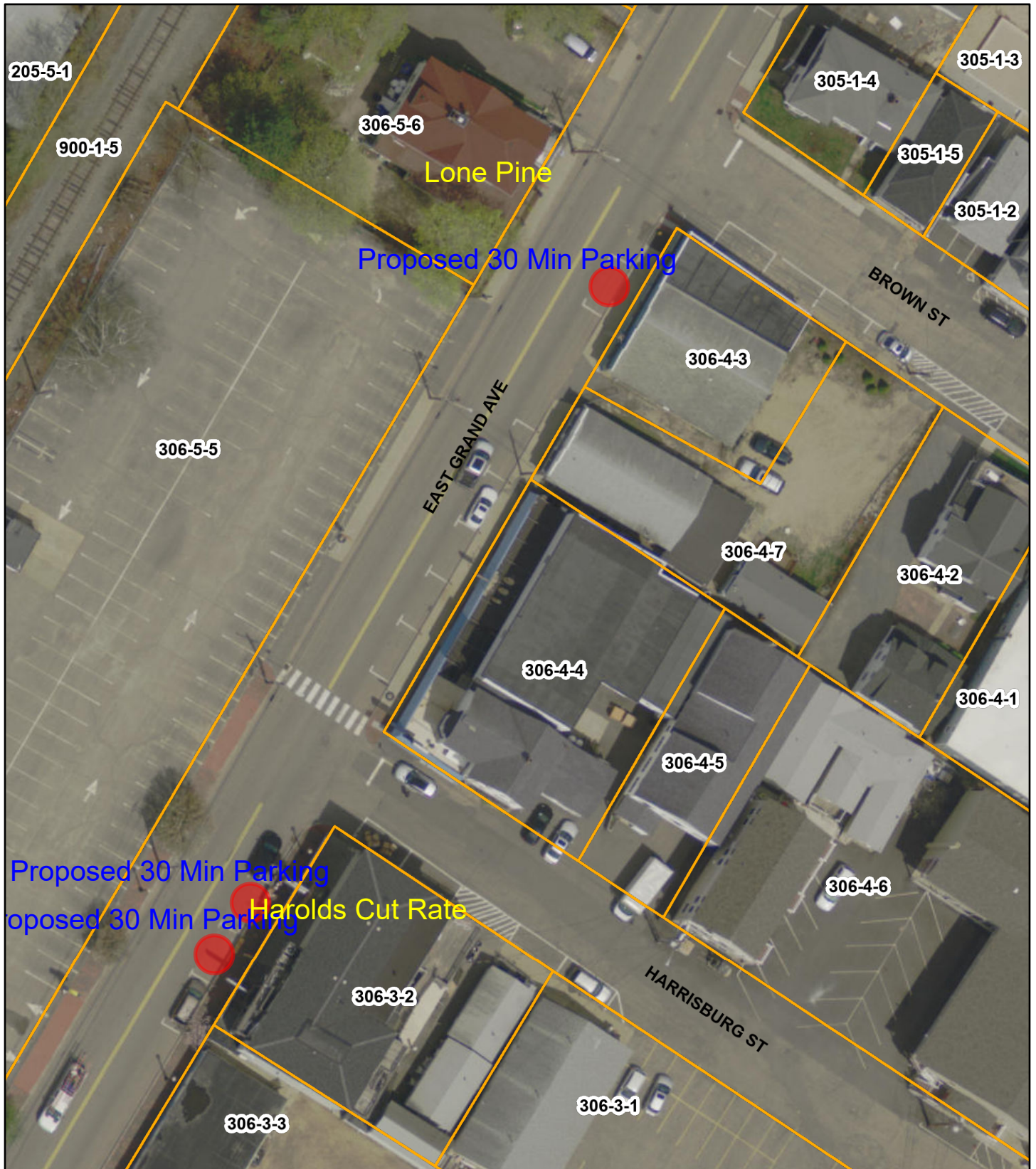
Per Order of the Municipal Officers this 7th day of May, 2024.

A True Copy
Attest:

Kim M. McLaughlin, Town Clerk



May 1, 2024



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

AGENDA ITEM #8150

Discussion with Action: Approve the Order of Discontinuance of a portion of Odena Avenue without reservation of a public easement in the same dated April 1st, 2024, and filed with the Town Clerk, and to appropriate the sum of \$0.00 to pay damages as stated in the aforementioned order.

Chair: Shawn O'Neill

**Town of Old Orchard
Beach**

Memo

To: Town Council

From: Karen L. Fortier, CMA, Assessor

cc: Kim McLaughlin, Town Clerk

Date: March 5, 2024
Revised April 1, 2024

Re: Discontinuance of a Portion of Odena Avenue – West Grand Ave. to Seaside Ave.

The purpose of this Memo is to inform the Council of a property owner's request for the Council to vote to discontinue its rights and interest in a portion of Odena Ave and to explain the process the Town must follow to terminate the Town's interests.

Chris Neagle, Esq., attorney for Richard and Diana Courtemanche, owners of a single-family home located at 119 West Grand Avenue, contacted the Town to request that the Town Council vote to terminate the Town's interests in the portion of Odena Ave located between West Grand Avenue and Seaside Avenue pursuant to 23 M.R.S. § 3026-A. See Exhibit 1. They are not seeking any damages from the Town. The Courtemanches want to build a garage behind their driveway and most of it will need to be in Odena Avenue.

This portion of Odena Avenue from West Grand Avenue and Seaside Avenue was laid out as a public street by the Town in 1926 and a public easement was also created for the Town, however, there is no evidence of any public street at this time, nor any time in the past. See Exhibits 2,3,4,5,6 & 7.

The following four parcels abut this portion of Odena Ave between West Grand Avenue and Seaside Avenue See Exhibit. (aerial photo date April 2022)

115 West Grand Avenue, Map 316 Block 5 Lot 3
119 West Grand Avenue, Map 316 Block 2 Lot 1
10 Seaside Avenue, Map 316 Block 5 Lot 4
12 Seaside Avenue, Map 316 Block 2 Lot 5

The process by which the Town Council approves an Order of Discontinuance of a Road is governed by 23 M.R.S. § 3026-A. See Exhibit 8.

There is a one-year waiting period if abutting property is not otherwise accessible by a public way, but if not (as in this case) the Council can move forward without a waiting period. It involves the following steps pursuant to 23 M.R.S. § 3026-A:

- a) At this March 5, 2024, meeting, the Town Council will discuss the proposed discontinuance of the noted portion of Odena Avenue and decide if the Council would like to proceed with this process. If so, the Council must vote to schedule a discussion at the March 19, 2024, Town Council meeting. The Council must also give notice via U.S. Postal Service, first class, to all abutters of the March 19th meeting. Please sign the Notices of Proposed Discontinuance of a portion of Odena Avenue from West Grand Avenue to Seaside Avenue that will be mailed to all abutters.
- b) At the March 19, 2024, meeting, the Town Council will discuss the proposed discontinuance, determine any damages owed (if any) to the abutters. The Council voted to table this item until the next Town Council meeting which is scheduled for April 1, 2024.
- c) At the April 1, 2024, Special Town Council meeting, the Town Council will discuss the proposed discontinuance, determine any damages owed (if any) to the abutters, then vote to file an order of discontinuance with the Town Clerk, and set the date for a public hearing for April 16, 2024. The Council must sign and mail the Notices of Vote and Public Hearing along with the Order of Discontinuance to all abutters.
- d) The Council will hold a public hearing on April 16, 2024. A copy of the Notice of Vote and Public Hearing, including a copy of the Order of Discontinuance, must be sent to the abutters via first class mail, prior to the public hearing.
- e) At the May 7, 2024, meeting which is at least 10 business days after the public hearing, the Town Council must then vote to finally approve the discontinuance. The motion can read as follows:
 - a. Discussion with Action. Approve the Order of Discontinuance of a portion of Odena Avenue without reservation of a public easement in the same dated April 1, 2024, and filed with the Town Clerk, and to appropriate the sum of \$0.00 to pay damages as stated in the aforementioned Order.

- f) The Certificate of Discontinuance must be filed in the Registry and sent to MDOT, Bureau of Maintenance and Operations including the Order of Discontinuance.

In 1986-87, the property owners of 10 Seaside Ave and 12 Seaside Ave requested a portion of Odena Ave from the old railroad line to Seaside Ave be discontinued by abandonment. At the February 17, 1987, meeting, the Town Council voted to not discontinue this portion of Odena Ave. See Exhibit 10.

The current request is seeking the Town's approval to discontinue the portion of Odena Ave from West Grand Ave to Seaside Ave as laid out in Plan Book 2 Page 46 ½ and recorded in the York County Registry of Deeds, and as accepted by the Town on March 1, 1926. See Exhibits 4 & 5. This portion of Odena Ave has not been kept passable for motor vehicle use by the Town for any time after January 1, 1945. Currently this portion of Odena Ave is overgrown with trees and has been since at least 1986. See Exhibits 2,3 & 9.

Certificate of Discontinuance

I, Kim McLaughlin, being the Clerk of the Town of Old Orchard Beach, hereby certify and attest that at a meeting on May 7, 2024, the Old Orchard Beach Town Council took final action by approving an Order of Discontinuance of a Road dated April 1, 2024.

By approving the Order, the Town has discontinued a portion of Odena Avenue for approximately 205 feet beginning at West Grand Avenue to Seaside Avenue is approximately 51 feet wide, as more particularly shown more particularly on the Town's s Tax Map 316 on file at the Town Office.

Date: _____ Town Clerk: Kim McLaughlin _____

ACKNOWLEDGMENT

STATE OF MAINE

York County, ss.

Date: _____, _____

Personally, appeared the above-named _____ and acknowledged the above instrument to be her free act and deed.

Before me,

Notary Public/Attorney

(Print Name)

ORDER OF DISCONTINUANCE

The Old Orchard Beach Town Council, having filed with the Town Clerk this Order of Discontinuance for the purpose of discontinuing a portion of Odena Avenue hereinafter described pursuant to the provisions of 23 M.R.S.A. § 3026-A, and the Council having given best practicable notice of said discontinuance to abutting property owners, it is hereby:

ORDERED, that pursuant to the provisions of 23 M.R.S.A. § 3026-A, the Old Orchard Beach Town Council does hereby discontinue a portion of Odena Avenue, for approximately 205 feet beginning at West Grand Avenue and ending at Seaside Avenue. Odena Avenue is approximately 51' feet wide, as shown more particularly on the Town Tax Map as 316, on file at the Town Office.

FURTHER ORDERED, a having given best practicable notice to all abutting property owners that the following damages are awarded by reason of this discontinuance of said way as follows to the following abutting property owners:






Name: Courtemanche Family Trust date 4/16/18 as amended	
Dianna A. & Richard R. Courtemanche, Trustees	Amount: \$ 0.00
Frank Pietrasiuk, Jr.	Amount: \$ 0.00
Michael J. O'Connor	Amount: \$ 0.00
Robert & Jenny Hallett	Amount: \$ 0.00

FURTHER ORDERED, that a public easement will not be retained upon discontinuance.

The abutting property owners are 1. Courtemanche Family Trust dated 4/16/18 as amended Dianna A. & Richard R. Courtemanche as Trustees, owners of 119 West Grand Avenue, 2. Frank Pietrasiuk, Jr., owner of 115 West Grand Avenue, 3. Michael J. O'Connor, owner of 10 Seaside Avenue, and 4. Robert & Jenny Hallett, owners of 12 Seaside Avenue.

Dated: April 1, 2024

OLD ORCHARD BEACH TOWN COUNCIL

	Shawn O'Neil, Chairman
	Kenneth Blow, Vice Chair
	V. Louise Reid
	Connor Rague
	Michael Tousignant

AGENDA ITEM #8151

Discussion with Action: Approve the quote from Connecticut Canine Services for the purchase of a police K-9 in the amount of \$9,950.00 from account 20131-50519 Police Department K9 Program with a current balance of \$15,000.00.

Chair: Shawn O'Neill



CT★K9
SERVICES

Connecticut Canine Services

788 Amity Road
Bethany, CT 06524
Phone: 203-393-3647
Fax: 203-393-3648
Cell 203-490-8750
Email info@ctk9services.com

Invoice

Bill To
Old Orchard Beach PD ME 16 E. Emerson Cummings Blvd Old Orchard Beach ME04064 U.S.A

Invoice#	INV-754
Invoice Date	16 Apr 2024
Terms	Net 30
Due Date	16 May 2024
P.O.#	C Panza

Item	Description	Qty	Rate	Amount
Dual Dog-Green	Icon	1.00	9,950.00	9,950.00
Guarantee	Dogs are guaranteed to be healthy and free of hip and elbow dysplasia. Dogs are also guaranteed to be trainable as police service dogs, otherwise they are replaceable with another dog of equal value. Health Guarantee is valid for 1 year from invoice date and covers congenital defects that would prevent the dog from having a normal career as a police service dog. Performance guarantee is valid for 3 months from the invoice date.	1.00	0.00	0.00

Remit to
Connecticut Canine Services
788 Amity Rd. Bethany, CT 06524

Sub Total	9,950.00
Total	\$9,950.00
Balance Due	\$9,950.00

AGENDA ITEM #8152

Discussion with Action: Approve the quote from Port2Port Construction in the amount of \$131,000.00 to remove and replace siding on the Police Department Building, from account number 52002 – 50917 CIP Police Department Building Repairs and Maintenance with a balance of \$203,449.25.

Chair: Shawn O'Neill

Quote #1

Port2Port Construction
10 B Street
Old Orchard Beach, ME 04064
US
(207) 337-4818
paul@port2portconstruction.com



Estimate

ADDRESS
1Portland Ave
Old Orchard Beach, Maine
04064

ESTIMATE # 1759
DATE 12/05/2023

ACTIVITY	QTY	RATE	AMOUNT
<p>new siding Remove and replace siding at Police Station 16 Emerson Cummings Way as follows:</p> <p>Remove existing cement board siding to sheathing. Cover first 18" at grade with ice and water shield. Cover remaining sidewall area with Hydro Gap synthetic vapor barrier. Tape all openings and butt joints. Install white pvc composite 1x8 sill water table and *cap molding with white aluminum flashing drip cap to entire perimeter of building. *Remove and replace all outside corner boards with 5 1/2"x5 1/2" one piece j-pocket molded PVC corner with hidden nail flange. *Remove and replace all door case moldings with 5/4"X 3 1/2" j-pocket PVC casing with hidden nail flange. Install all mounting blocks for lighting, vents, electrical outlets, as needed. Install Certainteed Cedar Impressions Double 7 Inch Straight Edge Perfection Shingles to all sidewalls. Dispose all debris. All work will be in compliance with manufactures specifications and OSHA safety regulations. All workmanship warrantied 10 years.</p>	1	131,000.00	131,000.00

M.S.Babin Carpentry Inc
General Contractor
16 Meadow Creek Ln.
North Yarmouth, Me. 04097
207-829-3037 / 838-4712

Old Orchard Beach Police Dept.
16 E. Cummings Blvd
Old Orchard Beach, Me. 04064
Att. Chief Elise Chard

01/27/24

The following proposal is for work to be performed on the siding on the police dept. building.

Removal of the existing cement board siding & proper disposal

Removal of the old vapor barrier & disposal

Installation of new vapor barrier (Tyvek/typar)

Installation of new Certainteed Cedar Impressions vinyl siding

Note: quote does not include any rot repair, if needed

Also does not include any PVC trim that has to be replaced. That will be done on an as needed bases

Total of all labor & materials \$117,675.00

MCLAUGHLIN BUILDERS

30 Powersville Road
Medway, ME 04460
207-746-5406
rsmcbuilder@aol.com

February 13, 2023

Old Orchard Beach Police
Captain David Hemingway
16 E. Emerson Cummings Blvd.
Old Orchard Beach Maine 04064

REVISED PROPOSAL

The following is a Proposal for new siding on the Police Department Building. First we will remove all old siding off from building. All debris will be hauled off and disposed of properly. Next we will install new Certainteed Cedar Impression Siding. This is the same siding that is on the Old Orchard Beach Town Hall. Color to be chosen by owner. New siding will be installed on entire building according to manufactures specs.

All labor and material \$189,600.00

AGENDA ITEM #8153

Discussion with Action: Approve the Quote from Wright Pierce for the West Grand Marsh Resiliency Study in an amount not to exceed \$50,000.00 funded by the State of Maine Coastal Community Resiliency Grant awarded to the Town in the amount of \$50,000.00, account number 40422-50933 Community Resiliency Grant Expense.

Chair: Shawn O'Neill

April 3, 2024

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

**SUBJECT: West Grand Marsh Resiliency Study
Proposal for Professional Engineering Services**

Dear Diana,

Wright-Pierce met with you, Mike Foster, Tim Fleury, and Kimbark Smith of the Old Orchard Beach Conservation Commission to discuss the New Salt Road Marsh, Ancona Marsh, Randall Park Marsh, and Jordan Park Marshes on January 8, 2024. The area of the marshes above is approximately 22-acres as shown in Figure 1. We understand the Town has received a \$50k grant through the Community Resiliency Partnership to assess the tide gate function and its effects on the marshes listed above. Wright-Pierce is very familiar with these marshes and has studied this area as far back as 2008. Wright-Pierce also developed the Town's drainage study in 2018 which we would propose to utilize during this study. We were also the authors of the current Tide Gate Operation Protocol, which is still in use today. We understand the Town would like to assess the current conditions of each marsh, survey elevations of structures surrounding each marsh, evaluate current and projected conditions regarding precipitation, storm surge and sea level rise, and determine an optimal setting for the tide gates for marsh resilience and flood mitigation. Being very involved with previous studies and sub-contracting with Stantec who is also very familiar and involved with activities within these marshes, we are well prepared to assist the Town in this study.

Based on our understanding of the Town's needs, we have prepared the following scope of services to complete the study.

SCOPE OF SERVICES

Task 1 – Data Collection

1. Existing Conditions Survey: Conduct a high intensity survey utilizing an unmanned aerial system (UAS) to develop existing site conditions and topographical information for each of the marshes within the study area. The survey will be limited to the boundaries shown on Figure 1 with a total project area of the survey being approximately 22 acres. We have assumed this task will consist of deploying a two-person survey crew for two days of survey along with eight days of post-processing in the office. Wright-Pierce will also conduct topographic ground survey using an auto level and GPS to gather elevations of all roads and homes around the tidal marshes. We have assumed that this task will consist of deploying a two-person survey crew for three additional days in the field. Wright-Pierce will

4/3/2024

Ms. Diana Asanza, Town Manager

Page 2 of 5

provide data on finish floor elevations, road elevations adjacent to marshes, sewer and catch basin rims, and culvert inlets to the Town in pdf format. We have assumed the Town will update their GIS utilizing this information and Wright-Pierce will not be responsible for updating the Town's GIS. Wright-Pierce can include updating the Town's GIS for an additional scope and fee.

2. Base Mapping: Develop base maps of each of the marsh areas identified as part of this study. The maps will utilize data collected during Task 1.1 to depict vulnerable infrastructure adjacent to the marshes. We anticipate this will include a figure for each marsh area identified and an overall figure for the project area for a total of five (5) figures.
3. Tidal Monitoring: Deploy up to five (5) data loggers to collect data for one full tide cycle. Loggers will be deployed in the following locations as shown on Figure 1:
 - a. Immediately downstream of tide gates.
 - b. Immediately upstream of tide gates
 - c. Culvert outlet to west of West Grand Avenue within Randall Park Marsh
 - d. Culvert outlet near intersection of West Grand Avenue and Ancona Avenue
 - e. Culvert outlet into Jordan Park Marsh (Near intersection of Clover Street and Oceana Avenue)
4. Conductivity Monitoring: Two of the five data loggers deployed in task 1.3 above will be CTD-Divers which log continuous conductivity measurements at every 10-minute interval. We have assumed these loggers would be placed at each of the project limits. One logger would be placed downstream of the tide gates and one logger would be placed at the culvert outlet which discharges into Jordan Park Marsh. Additional conductivity monitoring for the other marshes in this study can be provided for an additional scope and fee.
5. Vegetation Assessment: Sub-contract with Stantec Consulting Services Inc. of Topsham, Maine to characterize the existing saltmarsh vegetation zones within Randall Park, Ancona, and Jordan Park saltmarshes. The effort will include a delineation of the low marsh and upper marsh zones based on observed transition between low marsh species and upper marsh species. Stantec will characterize the diversity of vegetation and overall species spatial abundance within each saltmarsh zone. Colonies of non-native invasive species will also be delineated within the saltmarsh areas and a qualitative assessment of overall saltmarsh health will be made based on the findings of the field work. The delineation of the saltmarsh zones and non-native invasive plant colonies will be done using a GPS capable of submeter accuracy. The New Salt Road marsh, between New Salt Road and West Grand Avenue, has been studied extensively over the last several years and as recent as 2021. We anticipate the data from past studies will be utilized and have not included New Salt Road Marsh in the vegetative assessment portion of this proposal. Should the Town want to include an updated vegetative assessment for the New Salt Road Marsh, it can be added for an additional scope and fee.

4/3/2024

Ms. Diana Asanza, Town Manager

Page 3 of 5

6. Regulatory Agency Outreach: Engage with relevant staff from regulatory agencies including Maine Department of Environmental Protection, Maine Geological Survey, Rachel Carson National Wildlife Refuge, and Wells Reserve to solicit their technical input and expertise regarding marsh resilience, hydrology, and tide gate settings.

Task 2 – Hydrologic Analysis

1. Hydrologic and Hydraulic Modelling: Wright-Pierce will utilize HydroCAD Version 10.00 to develop an estimate of flows at each of the marshes for 1-year, 2-year, 10-year, 25-year, and 50-year, 24-hour storm events. The Town retained Wright-Pierce to conduct a Town-Wide Drainage Study in 2018. The modeling for the drainage study will be utilized and updated with information collected in Task 1 above. Based on the Town's grant application for the Community Partnership Grant, a sea level rise scenario of 1.6 feet of rise by 2050 will be evaluated. The following scenarios will be modeled and evaluated:
 - Tide gate closed with storm event.
 - Tide gate open with normal tide and no storm event.
 - Tide gate open with highest astronomical tide and no storm event.
 - Tide gate open with storm event and low tide.
 - Tide gate open with storm event and highest astronomical tide.
 - Tide gate open with storm event, highest astronomical tide, and 1.6' of sea level rise.

Additional scenarios can be evaluated at the Town's request and authorization and negotiation of additional scope and fee.

2. Hydrologic and Hydraulic Memorandum: Modeling results in Task 2.1 above will be summarized in a hydrologic and hydraulic memorandum which will be included in the final study.
3. Evaluation of Optimal Tide Gate Settings: Utilizing the modeling results in task 2.1 and 2.2 above, evaluate optimal tide gate settings to balance marsh health and flood mitigation. Input from the public during the listening session in Task 3.1 below will be considered during evaluation of the optimal settings for the tide gate.
4. Update Tide Gate Operation Protocol: Review the tide gate operation protocol with Town staff and modify the protocol based on the optimal tide gate settings found in Task 2.3 above.

Task 3 – Community Outreach and Engagement

1. Attendance at Listening Session: Attend one listening session with Town Staff and members of the public to hear observed and perceived impacts, issues, challenges, and resilience considerations regarding the tide gate function and its impacts on the marsh and flooding within the area. Wright-Pierce can attend additional listening sessions for additional scope and fee.

Task 4 – Draft and Final Marsh Resiliency Study

1. Draft Resiliency Study: The results of Task 1-3 above will be reviewed with the Town and members of the project team to gain input on findings. Once feedback is received, a draft resiliency study will be provided to the Town for review and comment.
2. Final Resiliency Study: The draft report will be revised based on feedback from the public outreach process and feedback from the project team and the Town. One hard copy and one electronic copy will be delivered to the Town. The final report will include assessment of existing conditions, hydrologic and hydraulic modelling results, evaluation of optimal tide gate settings, feedback from the public during the listening session, and an outline of future steps required.
3. Attendance at Public Workshop: Attend one public workshop and present findings of the study and recommendations for tide gate operation to enhance marsh resilience and flood mitigation.

PROPOSED FEE AND SCHEDULE

For the scope of services described above, we recommend the following budget.

Task	Budget
Task 1 – Data Collection	\$41,000
Task 2 – Hydrologic and Hydraulic Analysis	\$15,000
Task 3 – Community Outreach and Engagement	\$2,250
Task 4 – Draft and Final Marsh Resiliency Study	\$12,500
Total Budget	\$70,750

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 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).

Wright-Pierce is available to begin coordination immediately upon approval by the Town. The first step will include collecting field data which would be scheduled once snow has melted but prior to when vegetation is fully bloomed. We would anticipate this work to begin in late April 2024 or early May 2024. Task 1 would be completed within 8 to 10 weeks of completion of survey. Task 2 would be completed within 16 to 20 weeks of completion of survey. Assuming public outreach occurs in October/November of 2024, we would anticipate our final deliverable to the Town to be completed by February 2025.

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

Sincerely,
WRIGHT-PIERCE



Jaime C. Wallace, PE
Project Manager
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
April 3, 2024

JA W:\GIS_Development\Projects\ME\OldOrchardBeach\T17782_Marshes\MXD\MarshFigures.aprx - Marshes_bx11



**West Grand Marsh
Study Area
Old Orchard Beach, ME**

PROJ NO: T17782	DATE: 3/12/2024
WRIGHT-PIERCE Engineering a Better Environment	FIGURE: 1

EXHIBIT A
SCHEDULE OF TERMS AND CONDITIONS
TABLE OF CONTENTS

- 1.0 Standard of Care**
- 2.0 Client's Responsibilities**
- 3.0 Reuse of Documents, Records**
 - 3.1. Documents are Instruments of ENGINEER's Service
 - 3.2. Records Retention/Access to Records
 - 3.3. Electronic Transmittals
- 4.0 Third Party Information**
- 5.0 Estimates of Cost**
- 6.0 Allocation of Risks**
 - 6.1. ENGINEER shall Indemnify CLIENT
 - 6.2. CLIENT shall Indemnify ENGINEER
 - 6.3. Environmental Indemnification
 - 6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds
 - 6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages
 - 6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis
 - 6.7. Florida Individual Liability Statute
- 7.0 Insurance**
 - 7.1. ENGINEER's Insurance
 - 7.2. CLIENT's Insurance and Contractor's Insurance
 - 7.3. Additional Insurance
- 8.0 Subsurface Conditions**
 - 8.1 Interpretations and Recommendations Based Solely on Information Available
 - 8.2 Utilities
- 9.0 Independent Contractors**
- 10.0 Compensation**
 - 10.1 Direct Labor Costs
 - 10.2 Standard Billing Rates
 - 10.3 Reimbursable Expenses
 - 10.4 Invoices/Late Payment
 - 10.5 Professional Services Taxes
- 11.0 Controlling Law**
- 12.0 Financial Advisor**
- 13.0 Dispute Resolution**
- 14.0 Notices**
- 15.0 Precedence**
- 16.0 Severability**
- 17.0 Successors and Assigns**
- 18.0 Survival**
- 19.0 Termination**
 - 19.1. For cause
 - 19.2. By ENGINEER
 - 19.3. For convenience
 - 19.4. ENGINEER's Compensation
- 20.0 Force Majeure**
- 21.0 Equal Employment Opportunity**

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 #8154

Discussion with Action: Per Section 50-111 of the Code of Ordinances, the Town Council, for E-911 services, are naming the private way Pinebrook Terrace.

Chair: Shawn O'Neill



Memories Start Here

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

Diane J. Paul
Deputy Assessor
207.937.5612
dpaul@oobmaine.com

MEMO

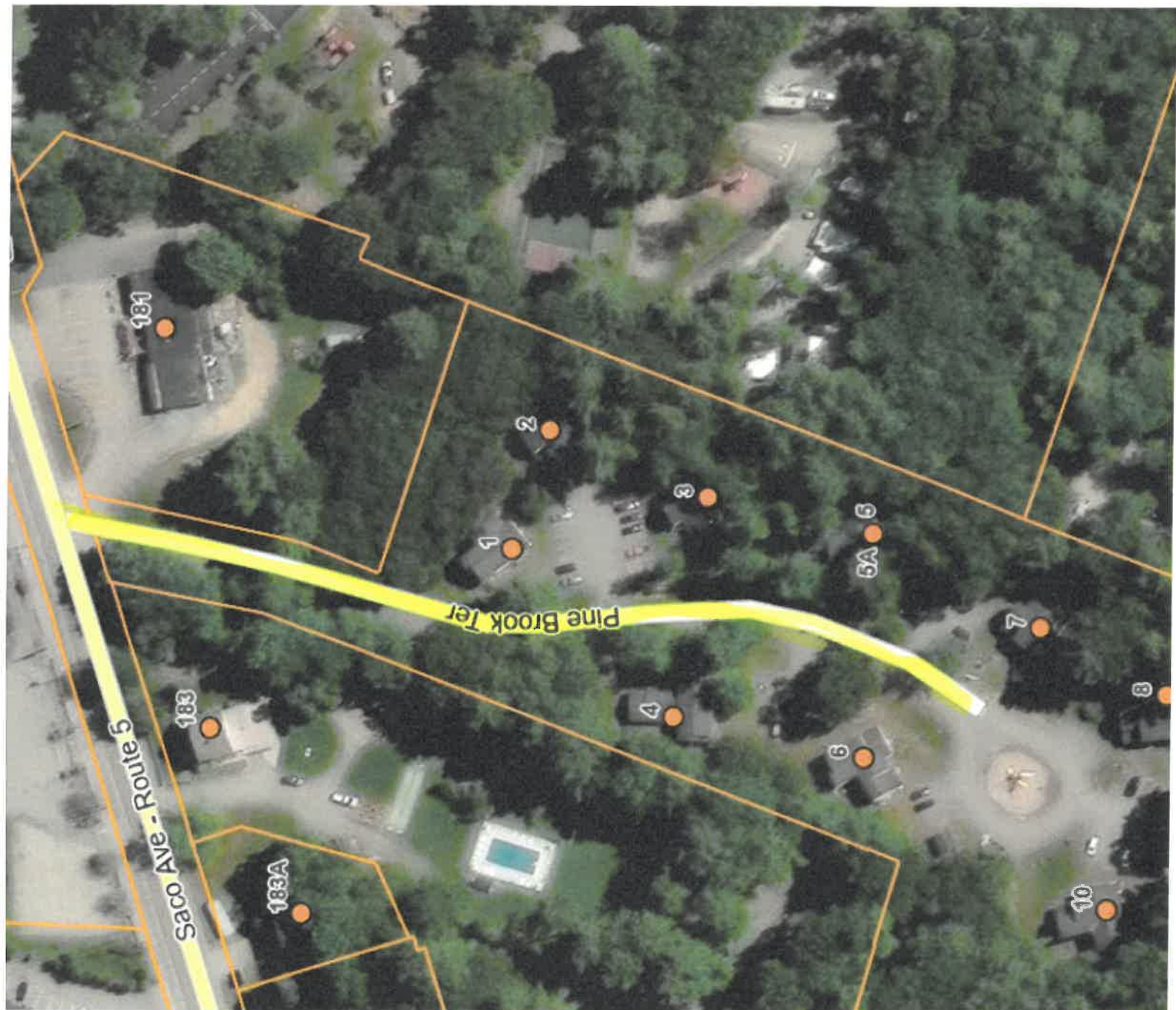
TO: Town Council
From: Diane J. Paul, CMA
Deputy Assessor / E911 Addressing Officer
DATE: 5/1/2024
RE: New Street Name - Pinebrook Terrace

Pinewood Terrace is a private driveway with 10 multi-unit buildings and addressed as 181.5 Saco Avenue. This does not conform to current E911 addressing, and should be named as a street.

The proposed street name submitted by the Deputy assessor is Pinebrook Terrace. Please see the following site plan with the street highlighted in yellow.

I, along with the police chief and fire chief, have reviewed this name and found them to be an acceptable name.

Therefore, it is recommended that the Town Council approve the street name, Pinewood Terrace.



AGENDA ITEM #8155

Discussion with Action: Approve the quote from Automatrix Inc. for a PLC Programming Station and 2 days of onsite training in the amount of \$7,779.00 from account #20161-50501 Wastewater Operating Supplies with a balance of \$10,208.37.

Chair: Shawn O'Neill



Automatrix

AUTOMATION ENGINEERS



March 07, 2024

P.O. Box 56
Winthrop, Maine 04364

Tel: 207-377-3487
Fax: 240-255-2367
e-mail: Info@AutomatrixInc.com

Mr. Christopher White
Mr. Jason Lebreton
Old Orchard Beach Wastewater

**Re: PLC Programming Station with training
12114-R0**

Scope Summary:

This proposal is to purchase a PLC programming station with Logix500 and Logix 5000 licenses, communication cables, carrying case and 2 days onsite training.

Pricing Summary:

Hardware:	\$1,919
Licenses:	\$2694
Training:	\$3,166
Total:	\$7,779

Actual time will be billed at \$169 per hour on-site and \$75 per hour during travel. Mileage is billed at \$0.70 per mile. Site visits will be billed at four hours minimum. All expenses will be billed as actual.

Terms

100% of project total upon completion.

Quote valid for 45 days.

I look forward to working with you. Please call with any questions.

Sincerely,

Paul Prickett
Senior Automation & Controls Engineer
www.AutomatrixInc.com

Citect
GOLD
INTEGRATOR



AGENDA ITEM #8156

Discussion with Action: Approve the quote from Vortex Services for wet well and pump station tank cleaning in the amount of \$18,300.00 from account #20161-50342 Wastewater Waste Pumping Expense with a balance of \$18,782.21.

Chair: Shawn O'Neill

Council Information

Department: Wastewater

Meeting date: May 7, 2024

Subject: Spring cleaning of wet wells and tanks at pump stations and wastewater facility

Commentary: The wastewater department schedules these cleanings every spring and fall. The final cost depends on number of days worked and disposal is not included in the commentary.

Information included: Quote from Vortex for \$18,300.00.

Recommendation: Approve the quote from Vortex for \$18,300.00.

Discussion with action:

Account #20161-50342

Balance \$18,782.21

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent



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

April 8, 2024

Greetings Chris,

Subject: **Spring 2024 Pump Station Cleaning**

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

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

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

Project Responsibilities

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

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

Vortex Services, LLC.

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

Vortex Services, LLC. Employees

- Project Manager (Off Site)



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

Vortex Services LLC. Equipment

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

Differing conditions

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

Delays

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

Billable Units for Each Biannual Cleaning

Item Description	Unit Price	Quantity	Total Cost
Municipal Vactor Truck with Supervisor & CDL Operator	\$2,700.00	4 Days	\$10,800.00
Support Truck	\$100.00	4 Days	\$400.00
Confined Space Technicians (2)	\$1,520.00	4 Days	\$6,080.00
Confined Space (each day)	\$255.00	4 Days	\$1,020.00
Total Estimated Project Cost			\$18,300.00

Old Orchard Beach Waste Water Department will pay EcoMaine for debris disposal fees.
 The total cost is based upon an estimated 4 days of work.
 The invoice will be based on the actual number of days of cleaning and disposal.

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

Sincerely,

Paul Pomerleau
 Project Manager

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

AGENDA ITEM #8157

Discussion with Action: Approve the Special Event Permit application from Hyde Park Elementary School to hold a bonfire on the beach in front of the Waves Oceanfront Resort on Friday, June 7th, 2024 from 5 p.m. to 10 p.m., including set-up and takedown; rain date Saturday, June 8th, 2024, same times. Applicant must obtain a State open burning permit from the Fire Department on the day of the event. Insurance, listing the Town of Old Orchard Beach as additionally insured, shall be submitted to the Town Clerk's Office at least two weeks prior to the event.

Chair: Shawn O'Neill

APPLICATION INFORMATION

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

1. Name of applicant Naomi Wyman
- Address of applicant 59 Wetherell Rd. Waterville VT. 05492
City State Zip
- Phone number of applicant ~~(802)~~ 498-4464 Fax () _____
- Cell phone ~~(802)~~ 498-4464 E-mail nwodolphins31@gmail.com
- On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)
Hyde Park Elementary School 6th Grade Class Trip
- Website address (if an Organization, Firm or Corporation) www.hpes.org

Type of Event:

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

Bonfire

2. Event Description (name all vendors who will provide entertainment and the type of entertainment provided)
- 6th grade class trip to Old Orchard Beach, 15 students, 17 adults. We would like to have a bonfire on the evening that we arrive. We may roast marshmallows.

Will you be using tents? _____ YES NO

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

Will you be using staging? _____ YES NO

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

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

Other: bluetooth speaker for music played through phone.

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

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

Name Naomi Wyman Work Phone (802) 498-4464

Address 59 Wetherell Rd. Waterville VT 05492
City State Zip

Cell phone (802) 498-4464 Fax () _____

E-mail nwdolphins31@gmail.com

4. SET-UP Date for Event 06-07-2024 Day of Week Friday from 5:00pm to 6:00pm

Date of Event 06-07-2024 Day of Week Friday from 6:00pm to 9:30pm

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

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

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

TAKE-DOWN date 06-07-2024 Day of Week Friday from 9:30pm to 10:00pm

RAIN DATE(s) 06-08-2024 Times 7:00pm 9:30pm
(if rain date listed, insurance must list rain date)

5. Location of the Event Waves Oceanfront Resort, beach area in front
(if applicable, a map or diagram showing the area to be used, or parade route) of resort.

6. The estimated number of participants in the event

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

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

n/a

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

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

n/a

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

Description of merchandise _____

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

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

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

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

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

n/a

12. List any Event Sponsors:

Will admission be charged for the event? _____ YES NO

Will participants be charged for parking? _____ YES NO

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

YES (if yes, please list dates): 06/05/2015, 06/10/2016

NO

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

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

We have 15 students, 17 adults. A lot of supervision by responsible adults including myself.

Additional Uniformed presence provided by: Off-Duty Police Officers; Private Security; Volunteers n/a

Times: _____ How many? _____

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

Name: _____ Phone Number: _____

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

nothing to be left overnight.

Will audible devices be used at this event? YES NO

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

small bluetooth speaker to play respectable music.

Where will the event attendees/participants park? We are staying at The Waves Resort and will be parked there.

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

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

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

If yes, give details: _____

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

We will bring trash bags and container w/ a shovel to clean up any mess made. We will bring back with us or into approved designated area
Is the use of barricades necessary/requested for this event? no

If yes, number needed and location _____

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

YES NO If yes, please describe:

Is any other public works assistance needed? no

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

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

YES NO

If yes, explain: We would like to have a bonfire on the beach in the area of The Waves Resort as a part of our 6th grade class trip celebration. We will barbeque at the hotel and may eat at the bonfire.

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

none

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

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

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

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

n/a

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

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

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

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

What time/date will the fireworks display occur? _____

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

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

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

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

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

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

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

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

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

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

SPECIAL EVENT PERMIT AGREEMENT

I, Naomi Wyman on behalf of Hyde Park Elementary School 6th Grade Class
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature: Naomi Wyman
(authorized representative)

Date: 04-13-2024

Print name: Naomi Wyman

Print Organization Name (if applicable): Hyde Park Elementary School

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

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

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

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers

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

MISCELLANEOUS PAYMENT RECPT#: 624751
TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 04/25/24 TIME: 14:55:28
CLERK: jeff DEPT:
CUSTOMER#:

COMMENT: SPEC EVENT PERMIT

CHG: TCREC TOWN CLERK RECE 50.00

AMOUNT PAID: 50.00

PAID BY: HYDE PARK ELEMENTARY
PAYMENT METH: CHECK
 107

REFERENCE:

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

AGENDA ITEM #8158

Discussion with Action: Approve the Special Event Permit Application for Palace Playland and the Pier to hold Fireworks displays every Thursday at 9:45 p.m. on the beach in front of Palace Playland, June 27th to August 22nd, 2024, to also include July 3rd and July 5th, 2024. Approval by the State Fire Marshall's Office to be provided to the Town Clerk's Office at least one week prior to the first display. No fee as this event is co-sponsored by the Town. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided at least two weeks prior to the events.

Chair: Shawn O'Neill

Rec'd
4-19-24

APPLICATION INFORMATION

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

1. Name of applicant Jobel Golder # Paul Golzben
Palace Playland # The Pier

Address of applicant 1 Old Orchard St 008
City State Zip

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

Cell phone (541) 702-9001 E-mail meagan@palaceplayland.com

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

Town of 008

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

Type of Event:

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

Fireworks

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

Weekly community event

Will you be using tents? _____ YES NO

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

Will you be using staging? _____ YES NO

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

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

Other: _____

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

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

Name See info #1 Work Phone (____) _____

Address _____
City State Zip

Cell phone (____) _____ Fax (____) _____

E-mail _____

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

Date of Event 6/27 & 7/4 Day of Week THURS from 9:45 to _____

Date of Event 7/3 & 7/5 Day of Week WED & FRI from 9:45 to _____

Date of Event 7/11 & 7/18 Day of Week THURS from 9:45 to _____

Date of Event 7/25, 8/1 Day of Week THURS from 9:45 to _____

TAKE-DOWN date 8/8, 8/15, 8/22 Day of Week _____ from _____ to _____

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

5. Location of the Event ON BEACH IN FRONT OF PALACE PLAZA
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

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

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

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

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

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

Description of merchandise _____

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

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

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

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

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

12. List any Event Sponsors:

DAVIDEERAYLAND

Other small oob business

THE PIER

Will admission be charged for the event? _____ YES NO

Will participants be charged for parking? _____ YES NO

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

YES (if yes, please list dates): Annual

NO

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

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

Company providing fireworks
state qualified, local police, fire protection

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

Times: _____ How many? _____

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

Name: _____ Phone Number: _____

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

Will audible devices be used at this event? YES NO

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

Where will the event attendees/participants park? summer parking
as available

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

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

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

If yes, give details: _____

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

Company hired to perform fireworks is responsible to clean up product waste

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

If yes, number needed and location Fireworks company brings needed material

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

YES NO If yes, please describe:

Staples St Ext monitored by police & fire

Is any other public works assistance needed? _____

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

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

YES NO

If yes, explain: All required arms necessary secured
by legal vendor - fireworks company

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

Advertising on Pier or Palace Playland
Private property

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

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

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

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

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

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

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

What time/date will the fireworks display occur? see page 3

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

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

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

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

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

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

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

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

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

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

SPECIAL EVENT PERMIT AGREEMENT

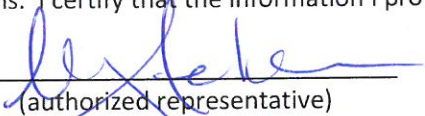
I, Joel Golder
Paul Goltzbein on behalf of Palace Playland & The Pier
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature:  Date: 4/12/2024
(authorized representative)

Print name: Megan Achenbach

Print Organization Name (if applicable): Palace Playland

AGENDA ITEM #8159

Discussion with Action: Renew the Liquor License for Paloma's Camlin LLC, Nancy Bautista Camlin, Paloma's, (306-4-4-B), 15B Eat Grand Avenue, m-s-v in a restaurant.

Chair: Shawn O'Neill

AGENDA ITEM #8160

Discussion with Action: Renew the liquor license for Guy Loranger, Big Daddy's, (307-3-4), 13 Old Orchard Street, m-s-v in a restaurant.

Chair: Shawn O'Neill

AGENDA ITEM #8161

Discussion with Action: Renew the liquor license for Ben Dechristoforo, The Local Eatery and Tap, (309-1-5), 23 Washington Avenue, m-s-v in a class A restaurant/lounge.

Chair: Shawn O'Neill

AGENDA ITEM #8162

Discussion with Action: Renew the liquor license for Cameron and Christian Langlois, Big Bites Big Shots, (307-3-1), 8 West Grand Avenue, m-s-v in a class A lounge.

Chair: Shawn O'Neill

AGENDA ITEM #8163

Discussion with Action: Renew the liquor license for Dimitri Inc., D.B.A. Jimmy the Greeks, James Albert, (211-9-1), 215 Saco Avenue, m-s-v in a class A restaurant/lounge.

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill